

**JEFFREY BAIER AND
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
INTERIM SUPERINTENDENT
EMPLOYMENT AGREEMENT**

This Interim Employment Agreement ("Agreement") is made and entered into by the Governing Board of the Mountain View Whisman School District ("District" or "Board") and Jeffrey Baier ("Interim Superintendent").

1. Term.

Subject to paragraph 6 below, the term of this Agreement shall be a temporary period commencing February 3, 2025, and shall continue on a weekly basis until terminated by the Board or Interim Superintendent, as set forth in paragraph 6 below.

The provisions of this Agreement shall constitute written notice, pursuant to Education Code section 35031, that the Interim Superintendent shall not be reelected or reemployed in the position of Interim Superintendent upon expiration of the term of employment established herein.

2. Interim Superintendent's Duties.

a. General Duties. The Interim Superintendent is employed as Interim Superintendent and shall perform the duties of District Interim Superintendent as prescribed by this Agreement, the laws of the State of California, and District Board Policy. The Interim Superintendent shall be chief executive officer and secretary of the Board. The Interim Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. As appropriate, the Interim Superintendent may use the resources of other staff to carry out these duties.

3. Compensation.

a. Daily Rate of Pay. For the term of this Agreement, the District shall pay Interim Superintendent One Thousand Four Hundred Dollars (\$1,400) per day. The

District agrees to pay the Interim Superintendent at the same daily rate of pay (\$1,400) for any days of service before his official appointment as interim superintendent (February 3, 2025). Partial days, should they occur, shall be paid on a prorated rate.

b. Salary Payment Process. The Interim Superintendent's pay shall be calculated based on the number of days worked. Interim Superintendent's salary shall be payable less all applicable deductions and withholdings required by law or authorized by the Interim Superintendent. The Interim Superintendent will submit a log of days worked to the Business Office and to be reviewed by the Board President at the end of every month for payment. The District shall pay the Interim Superintendent in a timely manner.

4. Additional Benefits.

The Interim Superintendent shall be afforded the following benefits of employment:

a. Health and Welfare Benefits. The District shall pay directly to the Interim Superintendent an additional five thousand dollars (\$5,000) per month, beginning February 3, 2025, towards Interim Superintendent's health insurance benefits. This amount shall be prorated for partial service based on service of less than a complete month.

b. Expense Reimbursement. The District shall reimburse the Interim Superintendent for actual and necessary expenses incurred by the Interim Superintendent within the scope of employment so long as such expenses are permitted by District policy or incurred with approval of the Board which shall include work-related meals and travel outside the district during work hours. For reimbursement, the Interim Superintendent shall submit an expense claim to the Board in writing for the Interim Superintendent's reimbursable expenses for the prior month. The Interim Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the Board's authorization of reimbursement.

c. Automobile Expenses. The Interim Superintendent shall receive an automobile allowance of \$500 per month.

5. Work Schedule.

The Interim Superintendent's work schedule shall be subject to coordination with the Board President, which will normally consist of three (3) to five (5) days per work week (Monday through Friday). In addition, the Interim Superintendent shall attend all Board regular and special meetings during the term of this Agreement. The Interim Superintendent is not entitled to vacation pay for non-workdays. The Parties recognize that the demands of the position may require Interim Superintendent to average more than eight (8) hours a day and may include work on more than five (5) days per week. Days worked on Saturdays or Sundays shall be compensated at the per diem rate.

The Parties agree that Interim Superintendent shall not be entitled to overtime compensation or compensatory time off. Deviations from this planned schedule shall be coordinated with the Board President.

6. Termination of Agreement.

This Agreement may be terminated by either the Board or Interim Superintendent, without cause, upon seven (7) calendar days written notice. The Interim Superintendent hereby knowingly and voluntarily waives any other notice that may be required by law to terminate or non-renew this Agreement, including but not limited to the provisions of Education Code section 35031.

7. Notification of Absence.

The Interim Superintendent shall keep the Board President informed about the Interim Superintendent's time away from the District, including the Interim Superintendent's plans to be absent from the District whenever the Interim Superintendent will be absent from the District for three (3) or more scheduled work days, whether for business or personal reasons. For planned vacations, the Interim Superintendent shall give the Board as much advance notice as possible.

8. Tax/Retirement Liability.

Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences or retirement consequences resulting from this Agreement. The Interim Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, and shall defend and indemnify the District from any and all such consequences to the extent permitted by law.

9. General Provisions.

a. Governing Law/Venue. This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Santa Clara County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. No Assignment. The Interim Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

e. Construction. This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

f. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's Board as required by law.

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g. Execution of Other Documents. The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

h. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

i. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

President of the Board of Trustees

Dated: _____

ACCEPTANCE OF OFFER

I accept the District's offer of employment subject to the terms and conditions of this Employment Agreement and will report for duty as directed above.

Jeffrey Baier, Interim Superintendent

Dated: _____

Date of Board Approval: _____