

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by and between the Governing Board ("Board") of the Mountain View Whisman School District ("District"), a public school district in the State of California, and Jeffrey Baier ("Superintendent"), an individual.

1. Term

The term of this Agreement shall commence on April 1, 2025, and terminate on June 30, 2028, unless extended or terminated earlier pursuant to the provisions of this Agreement.

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, the Board may extend the term of the Agreement for an additional year, so long as the term of the Agreement does not at any time exceed four (4) years. An amendment for the extension of the term of this Agreement shall be approved at a regular Board meeting.

2. Duties and Responsibilities

The Superintendent shall be governed by and shall perform all duties and responsibilities as set forth in the California Education Code, as well as all rules and regulations of the State Board of Education and rules, regulations, policies, and directives of the Board. This includes acting as the Chief Executive Officer of the District. The Superintendent shall comply with all Board directives, state and federal law, as well as Board policy and Administrative regulations as they currently exist or may hereafter be adopted or amended.

3. Organization

The Superintendent shall organize District management and support staff to best serve the needs of the District. The Superintendent is responsible for recommending qualified candidates for selection, placement and transfer, to be approved by Board vote. The Superintendent shall submit an alternative recommendation should Board approval not be given.

4. Board-Superintendent Relations

The Board and the Superintendent agree to work together in a spirit of cooperation and teamwork to further the District's mission. The Board and the Superintendent agree to perform their duties and responsibilities in a legal and ethical manner, including acting in a manner consistent with fiduciary duties and responsibilities of the position. The Board members shall, in their positions, formulate and adopt the policies of the District. It shall be the Superintendent's responsibility to administer the policies of the District, including responsibility for the study and recommendation of policies, and the handling of criticism, complaints and suggestions brought to the Board.

5. Work Days and Vacation

The Superintendent shall be required to provide two hundred twenty-four (224) workdays of full and regular service to the District during each year covered by this Agreement, exclusive of holidays as defined in this Agreement. Days in excess of 224 and holidays are considered non-workdays. The Superintendent shall not be entitled to vacation pay for non-workdays. Both parties recognize the Superintendent is not entitled to overtime pay or compensatory time off.

Approval of non-workdays entailing physical absence from the District for more than fourteen (14) consecutive days shall be requested of the Board in advance of the first day of absence. The Superintendent is expected to work a full workday and is expected to account for absences of greater than one half of a workday as sick leave or other leave.

6. Obligations of District

District shall provide Superintendent with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

6.1 Salary

During the term of this Agreement, the District shall pay Superintendent an annual salary of three hundred eighty-five thousand dollars (\$385,000), to be paid in monthly installments, less all applicable deductions and withholdings required by law or authorized by the Superintendent. The annual salary shall be prorated for less than a full year of employment.

Any increase in salary shall be evaluated in light of such factors as the Board's annual evaluation of the Superintendent's performance, District finances, the state economy, the Consumer Price Index ("CPI"), bargaining unit settlements, and any increase afforded to certificated management employees, and shall be subject to approval by the Board. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment, shall become a part of this Agreement upon Board approval, and shall not operate as a termination or extension of this Agreement.

6.2 Health Benefits

The Superintendent shall receive any health and welfare plan offered to other District certificated management employees for the Superintendent and his dependents.

6.3 Sick Leave

The Superintendent shall be provided with one (1) day per month of sick leave, credited in advance for his current year's sick leave entitlement. Earned sick leave may be used, accrued and accumulated as provided by applicable state laws and Board policies and regulations. The Board shall be authorized to require from time to time such verification of the need to utilize sick leave with pay, as it deems appropriate.

6.4 Reimbursement for Expenses

The Superintendent shall receive the following reimbursements:

All actual and necessary expenses incurred in the performance of his duties, including membership dues in the Association of California School Administrators, one other of his choosing, and one community service club. The District shall pay membership dues directly to the organizations.

For reimbursement, the Superintendent shall submit an expense claim to the Board in writing for the Superintendent's reimbursable expenses for the prior month. The 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.

6.5 Automobile Expenses

The Superintendent shall receive an automobile allowance of \$500 per month.

7. Evaluation of Superintendent

The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of the Agreement. The annual evaluation will be in writing and completed by July 31 of each year unless the Board and Superintendent agree upon another

date. In addition to these evaluations, the Board and the Superintendent shall meet from time to time to discuss the Superintendent's performance. The annual evaluation and assessment shall be reasonably related to the position description of the Superintendent, the duties outlined in this Agreement, Board Policies and Administrative Regulations, and the goals and objectives of the District for the year of the evaluation. The evaluation format shall be reasonably objective and shall contain the following evaluation criteria: Board relations, personnel relations, Board or District LCAP goals, community relations, fiscal stewardship, strengths, and next steps.

The Board shall develop Goals and Objectives for the performance of the Superintendent. The Goals and Objectives shall be delivered to the Superintendent no later than one month following the evaluation of the preceding year. These Goals and Objectives shall be among the criteria by which the Superintendent is evaluated.

Lack of an evaluation shall not preclude the Superintendent from consideration for any salary increase or have any effect on any other paragraph of this Agreement, unless otherwise specified.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendation as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to submit a written response to the written evaluation. This response will become a permanent attachment to the written evaluation in the Superintendent's personnel file. Within thirty (30) days of the Board's delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

The Superintendent's evaluation and assessment of performance, including evaluation criteria and performance goals and objectives, shall be private and confidential and shall not be considered part of the Superintendent's Employment Agreement. All discussions regarding these matters shall be held in a closed session of the Board.

The evaluation procedures and requirements set forth in this Agreement, and any Board policy specifically governing the Superintendent's evaluation, shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by District of its obligations under this Agreement.

8. Professional Development and Outside Professional Activities

8.1 Professional Development: The Superintendent, may attend appropriate professional development at the local and state level. Prior Board approval (for attendance and estimated costs and expenses) shall be obtained when the Superintendent wishes to attend out-of-state functions. Reasonable expenses so incurred shall be reimbursed to the Superintendent in accordance with applicable District policies.

8.2 Outside Professional Activities: The Superintendent may, to the extent permitted by law, serve as a consultant to other districts or educational agencies, lecture,

engage in professional activities and speaking engagements, and engage in other activities, which are of a short-term duration at the Superintendent's discretion. Any such activities which require the Superintendent to be absent from the District for more than three (3) consecutive full working days shall be reported in advance to the Board and shall be subject to Board approval. Any compensation received by the Superintendent for any outside professional activities shall belong to the Superintendent if they are completed on the Superintendent's vacation days or non-work days.

9. Termination

9.1 This Agreement may be terminated prior to its expiration date for any of the following reasons:

9.1.1 Resignation: The Superintendent may resign and terminate this Agreement provided that he has given the Board written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed to by the Board.

9.1.2 Mutual Consent: The Board and the Superintendent may, by mutual written agreement, terminate the Agreement at any time. Any mutual termination including a cash settlement shall be subject to the provisions of Government Code section 53260, which restricts any cash settlement to no more than the lesser of the then monthly salary times twelve (12) months or the remaining term of the Agreement.

9.1.3 Termination by Board – For Cause: This Agreement and the services of the Superintendent may be terminated by the Board at any time for material breach of this Agreement, when the Superintendent has neglected to adequately perform his duties under the Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall thereafter be entitled to a conference with the Board at which time the Superintendent shall be given an opportunity to respond to the grounds for termination. The Superintendent may be represented by counsel at the conference with the Board at his own expense. Any decision to terminate for cause shall be effective upon the date determined by the Board and such decision by the Board is final.

9.1.4 Termination by Board – Without Cause: The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay the Superintendent his monthly salary in effect during the last month of service for a period of twelve (12) months or the remainder of the term of this Agreement, whichever is less. Payments to the Superintendent shall be made on a monthly basis unless the Board agrees otherwise.

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. No payments made

pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Superintendent, fully compensate the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

9.1.5 Non-renewal of Agreement: Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement upon its expiration pursuant to Education Code section 35031. In such event, the Board shall provide the Superintendent with not less than 45 days written notice in advance of the expiration of his term of employment. If such written notice is not provided, the Superintendent is deemed reemployed for one additional year under the same terms and conditions as set forth in this Agreement.

9.1.6 Death or Disability: Death of the Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Superintendent up to the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent or directed by the executor of his estate.

If, as a result of a physical or mental disability, the Superintendent is unable to perform the essential functions of his position, with or without reasonable accommodation, this Agreement may, at the Board's election, be terminated in accordance with applicable law.

9.2 Abuse of Office

Pursuant to Government Code section 53243.2, any funds received by the Superintendent from the District as a buyout, resulting from the Board's decision to terminate the Superintendent without cause, shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving the abuse of his powers of office. If the District funds the criminal defense of the Superintendent against charges involving the abuse of his office or position, and the Superintendent is then

convicted of those charges, the Superintendent shall fully reimburse the District for all District funds paid for the Superintendent's criminal defense.

9.3 Advance Notice of Finalist

Should the Superintendent be selected as a finalist for other employment, the Superintendent shall notify the Board within seven (7) days.

10. Indemnity

In accordance with the provisions of Government Code sections 825 and 995, and subject to section 9.2 of this Agreement, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment. Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against him related to his role as the Superintendent.

11. Governing Law

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board, as well as the regulations of the California State Board of Education. All such laws are hereby made a part of the terms and conditions of this Agreement.

12. Savings Clause

If, during the time the Agreement is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.

13. Waiver

Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

14. Complete Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements – written or otherwise. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

15. Construction of Agreement

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The headings of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

16. Independent Representation

The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon, or had the opportunity to consult with and rely upon, the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

17. Modification

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

18. Attorneys' Fees

In any action or proceeding to enforce/construe any provision(s) of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees/costs.

19. Further Assurances

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____ 2025.

Dated: April __, 2025

GOVERNING BOARD OF THE MOUNTAIN VIEW
WHISMAN SCHOOL DISTRICT

By: _____
William Lambert, Board President

By: _____
Charles DiFazio, Board Vice President

By: _____
Lisa Henry, Board Clerk

By: _____
Devon Conley, Board Member

By: _____
Ana Reed, Board Member

Dated: April __, 2025

SUPERINTENDENT JEFFREY BAIER

By: _____
Jeffrey Baier, Superintendent

This Agreement was approved in open session at a regular public meeting of the Governing Board of the Mountain View Whisman School District, Mountain View, CA, on April __, 2025.