

ASSISTANT 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 Dr. Rebecca Westover ("Assistant Superintendent"), an employee and individual (collectively, "the Parties").

This Agreement contains the sole and entire understanding of the Parties with respect to the entire subject matter hereto, and no other agreement, oral or written shall be deemed to exist or to bind any of the Parties hereto.

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

Should the Assistant 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 Assistant Superintendent shall be a senior classified management employee pursuant to Education Code section 45108.5 and shall be responsible for the business and fiscal operations of the District. The Assistant Superintendent shall execute all powers and duties in accordance with the policies adopted by the Board and the rules and regulations of the State Board of Education. She shall be supervised by the Superintendent and shall comply with the Superintendent's directives. She shall have such additional powers and duties which are delegated to her by the Superintendent. She shall report directly to the Superintendent and may function as such in the Superintendent's absence.

3. **Superintendent-Assistant Superintendent Relations.** The Assistant Superintendent agrees to work together with the Superintendent and other District leadership employees in a spirit of cooperation and teamwork to further the District's mission. The Assistant Superintendent agrees to perform her duties and responsibilities in a legal and ethical manner, including acting in a manner consistent with fiduciary duties and responsibilities of the position.
4. **Work Days and Vacation.** The Assistant 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 Assistant Superintendent shall not be entitled to vacation pay for non-workdays. The Parties recognize the Assistant 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 Superintendent in advance of the first day of absence. The Assistant 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.

Each year the Assistant Superintendent may elect to work up to five (5) additional days of service, in excess of the 224, for which she shall be compensated at her per diem rate with all necessary contributions deducted. Work performed in excess of 229 days of service will not be compensated, except with the approval of the Superintendent.

5. **Obligations of District.** District shall provide Assistant Superintendent with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

5.1 Salary. During the term of this Agreement, the District shall pay Assistant Superintendent an annual salary of \$300,849.48, to be paid in monthly installments, less all applicable deductions and withholdings required by law or authorized by the Assistant 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 annual evaluation of the Assistant 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 the Superintendent's recommendation and the approval by the Board in open session. 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.

5.2 Health Benefits. The Assistant Superintendent shall receive any health and welfare plan as offered to District certificated management employees and their dependents.

5.3 Sick Leave. The Assistant Superintendent shall be provided with one (1) day per month of sick leave, credited in advance for her 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 Superintendent shall be authorized to require from time to time verification of the need to utilize sick leave with pay, as deemed appropriate in accordance with applicable law and Board policies and regulations.

5.4 Reimbursement for Expenses. The Assistant Superintendent shall be eligible for the following reimbursements:

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

For reimbursement, the Assistant Superintendent shall submit an expense claim to the Superintendent or designee in writing for the Assistant Superintendent's reimbursable expenses for the prior month. The Assistant Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to the District's authorization of reimbursement.

6. **Evaluation of Assistant Superintendent.** The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent at least once a year during the term of the Agreement. Assistant Superintendent will submit to the Superintendent an

annual self-evaluation and reflection prior to the end of the school year. The annual evaluation will be in writing and normally completed by June 30 of each year. A copy will be placed in the Assistant Superintendent's personnel file.

In addition to the annual evaluation, the Superintendent and the Assistant Superintendent shall meet from time to time to discuss the Assistant Superintendent's performance.

The annual evaluation and assessment, and additional evaluations, shall be reasonably related to the position description of the Assistant 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.

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

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

8. **Termination.** This Agreement may be terminated prior to its expiration date for any of the following reasons:

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

8.2 Mutual Consent. The Board and the Assistant 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.

8.3 Termination by Board – For Cause. This Agreement and the services of the Assistant Superintendent may be terminated by the Board at any time for material breach of this Agreement, when the Assistant Superintendent has neglected to adequately perform her 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 Assistant Superintendent. The Assistant Superintendent shall thereafter be entitled to a conference with the Board and Superintendent at which time the Assistant Superintendent shall be given an opportunity to respond to the grounds for termination. The Assistant Superintendent may be represented by counsel at the conference with the Board and Superintendent at her 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.

8.4 Termination by Board – No Cause. The Superintendent and 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 Assistant Superintendent her monthly salary in effect during the last month of service for a period of six (6) months or the remainder of the term of this Agreement, whichever is less. Payments to the Assistant 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 Assistant 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 Assistant 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 Assistant Superintendent, fully compensate the Assistant 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 Assistant 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.

8.5 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 Assistant Superintendent with not less than 45 days written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Assistant Superintendent is deemed reemployed for one additional year under the same terms and conditions as set forth in this Agreement. Not less than 90 days nor more than 120 days prior to the expiration of this Agreement, the Assistant Superintendent shall notify the Superintendent and Board President, in writing, as to the expiration date.

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

If, as a result of a physical or mental disability, the Assistant Superintendent is unable to perform the essential functions of her position, with or without

reasonable accommodation, this Agreement may, at the Board's election, be terminated in accordance with applicable law.

9. **Abuse of Office.** Pursuant to Government Code section 53243.2, any funds received by the Assistant Superintendent from the District as a buyout, resulting from the Board's decision to terminate the Assistant Superintendent without cause, shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving the abuse of her powers of office. If the District funds the criminal defense of the Assistant Superintendent against charges involving the abuse of her office or position, and the Assistant Superintendent is then convicted of those charges, the Assistant Superintendent shall fully reimburse the District for all District funds paid for the Assistant Superintendent's criminal defense.
10. **Advance Notice of Finalist.** Should the Assistant Superintendent be selected as a finalist for other employment, the Assistant Superintendent shall notify the Superintendent within seven (7) days.
11. **Indemnity.** In accordance with the provisions of Government Code sections 825 and 995, and subject to section 9 of this Agreement, the District shall defend the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in Assistant 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 Assistant Superintendent was acting within the scope of employment. Upon retirement or separation from the District, the Assistant Superintendent will continue to be indemnified for any actions taken against her related to her role as the Assistant Superintendent.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **Independent Representation.** The Assistant 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.
18. **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 the Parties.
19. **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.
20. **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 12th day of June 2025.

Dated: June 12, 2025

GOVERNING BOARD OF THE MOUNTAIN VIEW
WHISMAN SCHOOL DISTRICT

By: _____
William Lambert, Board President

By: _____
Jeffrey Baier, Superintendent

Dated: June 12, 2025

ASSISTANT SUPERINTENDENT

By: _____
Dr. Rebecca Westover, Asst. 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 June 12, 2025.