

Superintendent of Schools

This employment Agreement is hereby made and entered into by and between the Board of Trustees of the Los Altos School District ("Board" or "District") and Jeffrey Baier ("Superintendent").

Term of Contract: The term of this Agreement shall be for a period of four (4) years commencing on July 1, 2016, and ending on June 30, 2020. This Agreement supersedes and completely replaces the prior employment agreement - as well as any subsequent amendments - signed by the parties on March 14, 2016, the term of which was July 1, 2015 through June 30, 2018. The Board will consider an extension to this contract as part of the annual evaluation of the Superintendent. Each year the Superintendent receives a satisfactory evaluation, the Board agrees to take action to extend the term of this Agreement.

Salary: For the term of this Agreement, the Superintendent's annual base salary shall be \$232,970 payable in twelve (12) equal installments on the last working day of each month. If during any of these fiscal years the Board grants a cost of living increase to other certificated management personnel, then the Superintendent will be granted the same percentage increase to his base salary. The Board reserves the right to increase the Superintendent's salary in addition to any amount specified in this Paragraph. Any subsequent year increases will be considered by the Board as part of the annual evaluation of the Superintendent. Any adjustment in salary made during the term of this Agreement shall be in the form of a written amendment and in so doing it shall not be considered that a new agreement has been entered into nor that the termination date has been extended without written changes, additions, modifications so expressly stating.

Duties:

- a. The Superintendent shall be the chief executive officer of the Governing Board pursuant to Sections 35035 of the Education Code. In this capacity, the Superintendent shall have primary responsibility for implementing adopted Board policies.
- b. The Superintendent shall perform his duties, including all responsibilities delegated to him by the Board under Section 35161 of the Education Code, in accordance with the requirements of law and Board policy. The specific duties of the Superintendent shall be contained in this Agreement, the position description adopted by the Board, and his annual written goals and objectives.
- c. The Superintendent shall provide educational leadership for the District to accomplish the Board's educational goals, consistent with the District's financial and personnel resources.
- d. The Superintendent shall assign administrative and supervisory staff that, in his judgment, would best serve the District, subject to approval of the Board. The Superintendent shall have operational and administrative responsibility in all personnel matters, including selection, assignment, and transfer of employees, subject to the approval of the Board.
 - i. As provided for by California law and Board policy, the Superintendent shall assure that District employees are properly evaluated.

- ii. The Board hereby delegates to the Superintendent the authority to accept employee resignations on behalf of the Board and such resignations shall be effective on the date accepted by the Superintendent.
- iii. The Superintendent shall advise the Board and the Board's legal representative with respect to all employer/employee relation matters, and make recommendations to the Board concerning such matters.
- e. The Superintendent shall endeavor to maintain and improve his professional competence by all reasonable means, including, but not limited to, subscribing to and reading of appropriate periodicals, joining and participating in appropriate professional associations and their activities, and attendance at professional meetings at the local, state and national level. Prior notification to the Board shall be required for attending professional meetings outside of Santa Clara County.

Fringe Benefits:

- a. The Superintendent shall be afforded the same health and welfare benefits provided to other certificated management personnel.
- b. The Board shall contribute annually an amount equal to 3.5% of Superintendent's base salary, payable monthly, in the name of the Superintendent into an IRS section 529 Qualified Tuition Program (QTP) account selected by the Superintendent. The Superintendent shall select the instrument or combination of instruments and be solely responsible for making all decisions regarding the QTP. The District's duties under this paragraph shall be ministerial in nature and shall consist solely of the obligation to make the payments specified by this section. The Superintendent shall be solely responsible for all tax, retirement and other consequences of all decisions made regarding this benefit.
- c. The Superintendent shall receive the sum of \$250/month for non-invoiced reimbursement for travel within Santa Clara County. The District shall reimburse the Superintendent for actual reasonable and necessary expenses incurred by him within the scope of his employment per district policy and California law.

Physical Examination: Superintendent agrees to undergo a comprehensive medical examination at least every other year during employment with the District. Said examination shall be made by a licensed physician selected by the Superintendent. Proof of completed physical examination will be submitted to the Board, upon request, each year. The costs of the said medical examination and report shall be paid by the District. Nothing herein shall be deemed to waive the physician/patient privilege which Superintendent shall have with any physician with whom Superintendent consults for the purposes of this paragraph and this Agreement.

Vacation and Other Paid Time Off: Superintendent shall be entitled to thirty (30) days paid vacation each fiscal year in addition to the eleven (11) legal holidays specified in the certificated management's work year. If the Superintendent is unable to use all of his vacation time within the year, then he may carry forward unused vacation time or receive compensation for the unused time at his daily rate. No more than fifty (50) days of unused vacation may be accumulated during his tenure in the District. At the conclusion of this Agreement, any unused vacation time shall be

paid at the Superintendent's current daily rate of pay. The Superintendent shall be entitled to three (3) personal days and two and one-half (2.5) floating holiday days during each annual period covered by this agreement.

Sick Leave: The Superintendent shall be allocated 12 days sick leave annually. This leave may be accumulated indefinitely, as presently provided by law.

Expense Reimbursement:

- a. District shall promptly reimburse Superintendent for all reasonable expenses incurred by Superintendent in connection with District business.
- b. Such reimbursement shall include dues and other expenses associated with membership in a service club and/or community organization to be selected by Superintendent.
- c. District shall also pay on behalf of Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in Superintendent's judgment relate to the benefit and welfare of the District.
- d. District shall also pay Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the American Association of School Administrators (AASA) and such other professional associations in which Superintendent may participate.

Evaluation:

- a. By June 30th of any year during the term of this Agreement, the Board shall evaluate and assess in writing the performance of Superintendent pursuant to Board Policy. This evaluation shall be based on the position description and the mutually agreed upon and specified District written goals and objectives in accordance with the procedures outlined in District policies.
- b. Within forty-five (45) business days of the execution of this Agreement, and by October 15th of each year thereafter, the Superintendent and the Board shall mutually develop a performance standards instrument, which states the major roles and responsibilities and annual goals of the Superintendent and standards or expectations to be met. The evaluation shall also consider the Superintendent's management plan for implementation of district goals, as well as the Superintendent's goals and objectives for the school year. The Superintendent shall initiate discussion for goals in sufficient time to be completed by October 15th of each year.
- c. After reviewing the performance of the Superintendent based upon the duties of the position and the goals and objectives established for the school year, the Board shall notify the Superintendent whether he has performed, in the Board's judgment, satisfactorily or unsatisfactorily.
- d. If the Board determines that the performance of the Superintendent is unsatisfactory, it will inform him of that assessment in writing, specifying the performance deficiencies it

found in reasonable detail. The Board will notify the Superintendent that another evaluation will be conducted within six (6) months.

- i. The evaluation shall include specific, written recommendations as to areas of improvement in all instances where the Board deems Superintendent's performance to be unsatisfactory.
 - ii. A copy of the written evaluation shall be delivered to the Superintendent within 30 days of the evaluation conference between the Board and the Superintendent, and the Superintendent shall have the right to make a written reaction or response to the evaluation within 30 days of the receipt of the written evaluation which shall become a permanent attachment to the Superintendent's personnel file.
 - iii. Within 30 days of the delivery of the written evaluation to the Superintendent, the Board shall meet again with the Superintendent, to discuss the evaluation.
- e. If the result of the follow-up evaluation indicates that the performance of the Superintendent remains unsatisfactory, then the Governing Board may terminate this Agreement as provided in this Agreement.
- f. In each year of this Agreement, and as a part of the Superintendent's performance evaluation, the Governing Board shall award Superintendent with a merit bonus applicable to a single year only of up to 15% of Superintendent's base salary. The Governing Board will set the amount of the merit bonus, if any, based on the Board's assessment of the extent to which, and the excellence with which Superintendent has accomplished the objectives developed in accordance with this section. Superintendent shall not receive any merit bonus unless his performance is rated as an overall satisfactory or better. The evaluation instrument shall include an area or section in which the Board shall clearly indicate whether the superintendent's performance is satisfactory or better for purposes of qualifying for a merit bonus under this paragraph.

Termination of Contract: This Agreement may be terminated by any of the following events:

- a. Mutual written agreement of the parties.
- b. Retirement or death of the Superintendent.
- c. Disability of the Superintendent. The Superintendent may be removed from his position by the Governing Board should he be unable to serve in this position, due to a physical and/or mental condition, in the opinion of the Governing Board, and with a written evaluation by a licensed physician selected by the District that indicates the inability of the superintendent to serve further, or to be unable to serve for a significant period of time (at least six (6) months) in his position of employment. In the case of disability of the superintendent, he will be entitled to use his accumulated sick leave and any income protection benefits, as provided under Education Code and district policy, before his salary from the district is terminated.
- d. Discharge Without Cause. The District may terminate this contract without cause, upon forty-five (45) days written notice to the Superintendent. Upon exercising its option under this subsection, the District shall pay to the Superintendent salary and other benefits

pursuant to this paragraph and shall advise the public and prospective employers that he was terminated under a provision of his contract which does not require cause. In the event of discharge without cause, the District shall pay the Superintendent monthly sums equal to the current salary rate for a period of six (6) months following the effective date of termination, or for the remaining term of this Agreement, whichever is less. If the remaining term of this Agreement is less than six (6) months, the following paragraph shall not apply.

Following the six (6) month period provided in the preceding paragraph, the District shall pay the Superintendent monthly sums equal to the difference between the gross monthly salary rate in effect during the last month of service and any lesser amount which is earned for services rendered subsequent to the effective date of termination, for a period of twelve (12) calendar months or for the remaining term of this Agreement, whichever is less. The maximum amount owed under this Agreement shall be: (1) the amount equal to the current salary rate for a period of six (6) months; and (2) the amount equal to the difference between twelve (12) months of salary at the salary rate in effect during the last month of service prior to termination, and the amount, if any, which is earned through the six (6) month period provided in the preceding paragraph.

As a condition of payment under the provisions of the preceding paragraph, the Superintendent shall file with the District, not later than the last day of any month during the twelve (12) months immediately succeeding the six month period following the effective date of termination, a written statement listing the amount of earnings for that month.

- e. Election of Superintendent to Terminate Agreement: The Superintendent shall notify the Board President of any interview scheduled with another employer. The Superintendent may resign at any time upon giving forty-five (45) written notice to the Board.

Arbitration: No civil action concerning any dispute arising under this agreement shall be instituted before any court and all such disputes shall be submitted to final and binding arbitration under either informal procedures if the parties agree or formal arbitration procedures under the auspices of JAMS if the parties cannot agree on an informal arbitration procedure to resolve any dispute. The formal arbitration shall be conducted in accordance with the rules of the JAMS before a single arbitrator. The parties agree that the parties will be irreparably damaged in the event that this agreement is not specifically enforced. Therefore, in addition to any awards of damages, any such award shall, if the party entitled to the award demands it, grant specific performance of this agreement. All costs of the arbitration shall be borne by the District; however each party shall be responsible for its own attorneys' fees. The arbitrator's award resulting from the arbitration shall be final and binding and may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. Further, this agreement prohibits the bringing or maintaining of any action in any court with respect to any dispute arising under this agreement, except for the institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding.

Agreement approved by the Board of Trustees, November 14, 2016.

Pablo Luther, President, Board of Trustees

Date

I agree to the terms and conditions of this Agreement.

Jeffrey Baier, Superintendent

Date