

MOUNTIAN VIEW - LOS ALTOS UNION HIGH SCHOOL DISTRICT
EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT

THIS AGREEMENT (hereinafter "this Agreement" or "the Contract") is made and entered on April 8, 2019, by and between Nellie Meyer, Ed.D. (hereinafter "the Superintendent"), and the Governing Board of the Mountain View – Los Altos Union High School District (hereinafter "the Board"), acting on behalf of the Mountain View – Los Altos Union High School District (hereinafter "MVLA" or "the District").

1. DURATION

1.1. The duration of this Agreement consists of three (3) consecutive, non-overlapping academic-years (hereinafter "Contract years") commencing July 1, 2019 and ending June 30, 2022, subject to the terms and conditions hereinafter set forth, which terms and conditions (hereinafter "terms") shall apply in full also to any extensions or renewals of this Agreement, unless otherwise noted in the extension or renewal.

2. QUALIFICATIONS AND EMPLOYMENT STATUS

2.1. The Superintendent warrants and represents that she currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for immediate termination of this Agreement.

2.2. No portion of this Agreement shall be understood, interpreted, or construed as allowing or enabling the Superintendent to become a permanent employee of the District. Her employment rights and status shall be determined solely by this Agreement to the extent that the terms hereof, taken all in conjunction, are consistent, and so taken are consistent also with California law and with federal law.

3. APPLICATION OF THIS AGREEMENT AND RESOLUTION OF INCONSISTENCIES ARISING THEREFROM

3.1. If no inconsistency arises from the application of this Agreement to a particular set of circumstances, then

3.1.1 all portions of this Agreement shall apply to that particular set of circumstances.

3.2. Else, with an inconsistency arising from the application of some portion of this Agreement to a particular set of circumstances, then

3.2.1 if those circumstances do not constitute an emergency in which time is of the essence, then

3.2.1.1 the Board and only the Board, possibly with legal counsel and possibly in consultation with the Superintendent, shall determine which portion hereof is best applied, and is to be applied, under those particular circumstances;

3.2.2 else, with those circumstances constituting an emergency in which time is of the essence, then

3.2.2.1 if a majority of the Board is available and have come timely to agreement on which portion hereof is best applied and is to be applied under those particular circumstances, then

3.2.2.1.1 that portion hereof shall be so applied;

3.2.2.2 else, either with a majority of the Board unavailable, or available but not having come timely to agreement on which terms hereof are best applied and are to be applied under those particular circumstances, then

3.2.2.2.1 the Superintendent shall decide which terms hereof are best applied and are to be applied under those particular circumstances, unless she is unavailable or incapable of doing so, in which case her available and capable "next in command" shall decide.

4. DUTIES AND RESPONSIBILITIES

4.1. The Superintendent shall serve as the chief executive officer (hereinafter "CEO") of the District. In that capacity, the Superintendent shall

4.1.1 always conform to the highest ethical standards;

4.1.2 intend to plan and act, and furthermore actually plan and act, in complete compliance with the following understandings:

4.1.2.1 that the Board, and only the Board, ultimately determines goals and objectives for the District (hereinafter "Board goals" aka "District goals"), and

4.1.2.2 that, as she executes her duties and fulfills her responsibilities, it is her obligation to make realization of Board goals hers and the District's highest priority, consistent with the well-being of students, staff, and the other stakeholders of the District;

4.1.3 recommend District goals and objectives to the Board, with the understanding that the Board may adopt such recommendations as presented, may modify them and adopt the modified versions, may discard them, or may adopt goals and objectives of its own devise;

4.1.4 perform all services, acts, and functions necessary or advisable to manage and conduct the business and operations of the District, subject at all times to California and federal laws, and to the policies, rules, and direction of the Board;

4.1.5 serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters, striving always to maintain and enhance relationships mutually based on transparency, honesty, trust, and sympathetic understanding;

4.1.6 lead the Administrative Team and work therein cooperatively, effectively and efficiently, modeling and building a culture of collegiality and continuous improvement as the leading member of the team, which collaboratively plans, directs, and coordinates the District's operations in furtherance of Board goals and objectives;

4.1.7 have the individual members of the Administrative Team email, simultaneously to the Superintendent and the Board, their complete weekly status reports to the Superintendent, unfiltered and uncensored, with the understanding that those reports are

confidential and the proviso that those reports' particular contents for which California or federal law prohibits disclosure to Board members, and only those particular contents, shall be redacted therefrom;

4.1.8 meet and confer with the Board President and Vice-President during the first two weeks of May to begin planning the annual day-long , data based, end-of-year meeting, to include the full Administrative Team, all the principals and assistant principals, the Director and Associate Director of the Adult School, and the heads of all the District's major administrative departments, such as Special Education, Student Services and Wellness, etc., and to be held as soon as practical after commencement exercises at the comprehensive high schools have been completed;

4.1.9 provide to all Board members the same timely information about important issues affecting or likely to affect the District.

4.1.10 perform the duties prescribed by Board policy, MVLA's job description for the position of Superintendent, and the laws of the State of California, particularly Education Code section 35035;

4.1.11 be the Secretary to the Board and perform in that role as described in Education Code section 35025;

4.1.12 review all policies adopted by the Board and make appropriate recommendations to the Board;

4.1.13 periodically evaluate or cause to be evaluated all District employees, and after all evaluations for a Contract year have been performed, make a timely presentation to the Board within that contract year of a thorough and detailed report describing all unsatisfactory evaluations and what is being done or is to be done about them;

4.1.14 advise the Board of sources of funds that might be available to implement present or contemplated District programs;

4.1.15 establish and cultivate amicable relations among MVLA's staff, Board, students, parents, and other stakeholders;

4.1.16 maintain and improve her professional competence by all available means, including close study of appropriate professional journals, especially as they relate to improving academic achievement by all students at all levels of achievement;

4.1.17 be directly responsible and accountable to the Board, and only to the Board, for managing the District, which management shall be to meet the Board's expectations for what the District should be accomplishing, as established by this Agreement or Board policy or Board goals or the formal evaluations described herein; and only the Board, by exercising its governance and policy-making roles, shall ultimately determine what it is the District should accomplish, and whether the District, is, in fact, actually accomplishing it;

4.1.18 take full responsibility for those duties specified in Education Code section 35250;

4.1.19 establish and cultivate amiable working relationships with the superintendents and board members of the public charter schools and K-8 school districts within MVLA; the

Executive Director of CHAC; the managers, police chiefs, council members and city planners of the municipalities of Mountain View, Los Altos, and Los Altos Hills; the Santa Clara County Superintendent of Schools and the County Supervisors having at least a part of their districts in MVLA; and the California state legislators representing parts of the District; and

4.1.20 frequently and regularly be highly visible to teachers in their classrooms, gathering rooms, and on their campuses, allocating approximately equal time of on-campus visibility to each comprehensive high school.

4.2. The Superintendent shall also facilitate maximally productive communications and flow of information among the administrators, the Board, staff, parents, students and community, and set an optimistic tone and "can do" outlook for the District.

4.3. The Superintendent shall have the authority to direct and supervise the activities of all District employees, programs, and functions, and shall use that authority to ensure the effective and efficient administration of the entire District.

4.4. The Superintendent shall have primary, though not necessarily exclusive, responsibility in making recommendations to the Board regarding all personnel matters, including employment, assignment, transfer and dismissal of employees, consistent with Board policies and Board goals.

4.5. The Superintendent shall not, except by mutual agreement with the Board, or as this Contract otherwise provides, be reassigned to any other position while this Contract is in effect. No policy or bylaw of the District shall diminish the Superintendent's statutory or contractual authority.

4.6. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Superintendent's position and necessary for the outstanding performance of the Superintendent's duties. The Superintendent shall be provided appropriate technological and other tools with which to perform well the Superintendent's duties and discharge her responsibilities.

4.7. The Superintendent shall not attend closed session meetings that involve the performance or evaluation of the Superintendent or the search for a new Superintendent, unless invited to do so by the Board. Otherwise, the Superintendent shall attend all regular, special and closed session meetings of the Board, unless the Board President or else a majority of the Board excuses her or instructs her not to attend.

4.8. The Superintendent shall serve *ex officio* as a member of any and all District committees and subcommittees, unless removed from some or all committees or some or all subcommittees by a majority of the Board.

4.9. The Superintendent may submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.

4.10. The Superintendent shall be intimately familiar with the District's budget and all other indicators of the District's fiscal status, shall pay close attention to variations in revenue or expenditures, and shall give ample warning to the Board of potential developments that, if realized, would likely jeopardize the District's fiscal health.

5. BOARD-SUPERINTENDENT RELATIONS

5.1. The Superintendent and the Board shall collaborate and cooperate to develop and maintain an enthusiastic team spirit and a culture of friendly teamwork as they coalesce into a team in which the Board formulates and adopts policy and District goals, and takes action on matters that, by law, require Board action, while delegating to the Superintendent administrative responsibility and authority necessary and sufficient for administering the school system as described herein or prescribed by California or federal law.

5.2. The Board recognizes that it is a collective body and each Board member recognizes that a Board member's authority is derived from the collective deliberation and actions of the Board as a whole in a duly constituted meeting. Except as permitted by Board bylaws, policies, protocols or other authority, individual Board members shall not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific operational problems.

5.3. Pursuant to Board bylaws and protocols, the Board, individually and collectively, shall refer promptly to the Superintendent any criticism, complaint or suggestion brought to the attention of the Board or any member thereof. In all District matters, the Superintendent shall keep the Board timely and well informed on actions contemplated or taken by the Superintendent, but most especially in connection with matters referred by the Board to the Superintendent for action.

5.4. The Board and the Superintendent shall provide each other frequent opportunities to discuss Board-Superintendent relationships as they relate to the Board's governance and the effectiveness of the Superintendent's leadership. As a part of this process, when the Board or the Superintendent reasonably believes an outside facilitator would likely improve the process and so indicates to the other, the Board will retain an outside facilitator of good reputation to observe and participate in the discussions, to analyze and describe their shortcomings, and to propose improvements.

5.5. For the purpose of ensuring frequent, nearly equidistributed, and similarly structured opportunities for each Board member to engage the Superintendent in interpersonal communication, in August of each Contract Year, the Board and the Superintendent shall

- produce a schedule of meetings, called "two-fers," nearly uniformly distributed throughout the year, each of approximately equal duration, and between the Superintendent and a rotating cast of two Board members, such that each of the Board's members has many such meetings, and approximately the same number of them as the others have; and/or
- devise other mechanisms that promise to be at least as well suited as the two-fers for accomplishing the stated purpose.

5.6. Reporting Intent to Apply for Employment Elsewhere. Should the Superintendent decide to apply for employment elsewhere while this Agreement is in effect, she shall, as soon as practical after recognizing her resolve to complete an application and submit it for consideration, report in writing to the Board her intention so to apply and the deadline for submitting the completed application. If the Board responds by agendaizing, for a regularly or specially scheduled closed session to be held at least one day before that deadline, a conversation with the Superintendent to discuss and address her reasons for taking such

action, then the Superintendent shall delay submission of the application until that session has been adjourned. If the Board does not timely so agendize such a conversation, then the Superintendent may submit her completed application before the deadline.

6. EVALUATIONS

6.1. Evaluations of the Superintendent's performance shall be based on the extent to which

- it has contributed to bringing the District to realization of the Board's goals and objectives, or at least closer to realization;
- the duties set forth in this Agreement have been thoroughly and efficiently done;
- the responsibilities set forth in this Agreement have been completely fulfilled;
- the expectations set forth in this Agreement for the Superintendent's engagement in Board-Superintendent relations have been met; and
- it has satisfied other criteria that the Board and Superintendent have agreed to include in the basis for the Board's evaluation of the Superintendent's performance.

6.2. By October 15 of each year this Agreement is in effect, the Board and the Superintendent shall establish by mutual agreement the Superintendent's performance objectives and benchmarks for that school year. Modifications to those performance objectives may be made from time to time by mutual agreement of the Board and the Superintendent, and shall be put in writing by the Superintendent and given to the Board.

6.3. The Board shall meet in closed session to evaluate the Superintendent's performance on at least three separate occasions in each Contract Year, as follows:

- at least once in the 47 days beginning December 1 and running through January 16;
- at least once again in the 46 days beginning March 1 and running through April 15; and
- at least once again in the 47 days beginning May 10 and running through June 25,

unless the Board, at its sole discretion, unilaterally waives some, but not all, of the aforesaid meetings. In any year this Agreement is in effect, the Board may, at its sole discretion, meet in closed session to evaluate the Superintendent's performance on more than three separate occasions. The Board may, at its sole discretion, require the Superintendent's participation in any number of its closed session evaluation meetings.

6.4. The purposes of the above evaluation meetings include having the Board provide feedback to the Superintendent on its assessment of the Superintendent's performance to date, and regularly updating a draft written end of year evaluation of the Superintendent's performance.

6.5. End-of-year joint Board-Superintendent evaluation meeting -- Unless the parties mutually agree to a later such meeting, prior to June 30 of each year in which this Agreement is in effect, the Board and the Superintendent shall meet in closed session for the purpose of mutual evaluation of the performance of the District and the Board's evaluation of the Superintendent's performance.

6.5.1. Between April 1 and April 15 of each year this Agreement is in effect, the Superintendent shall remind the Board, in writing, of this Agreement's requirement for an

end-of-year joint Board-Superintendent evaluation meeting. If the Superintendent does not so remind the Board, the Board may, at its sole discretion, extend the deadline for the end-of-year evaluation meeting by one day for each and every day the reminder notice is late.

6.5.2 By June 1 of each year this Agreement is in effect, unless the parties mutually agree to an extension beyond June 1, the Superintendent shall provide to the Board all available documentation relating to the end-of-year evaluation. If the Superintendent does not so provide that documentation, the Board may, at its sole discretion, extend the deadline for the end-of-year evaluation meeting by one day for each and every day the documentation is late.

6.5.3 Prior to the end-of-year evaluation meeting with the Superintendent, the Board shall provide the final written evaluation of the Superintendent's performance for the Contract year to the Superintendent.

6.6. If, and only if, the Board concludes that the Superintendent's performance for the school year has been positive, then the Board's written end-of-year evaluation shall close with an explicit statement that the Superintendent's performance for the year has been positive. If the Board's written end-of-year evaluation does close with an explicit statement that the Superintendent's performance for the school year has been positive, the Board shall approve an extension of this Agreement by one (1) additional year as described in this Agreement's EXTENSION OF AGREEMENT section.

6.7. If the Board determines at any evaluation meeting that the Superintendent's performance is unsatisfactory in any respect, the Board shall describe in a written notice, in reasonable detail, specific instances of unsatisfactory performance and, optionally, make recommendations for improvement.

6.7.1 The Superintendent shall have the right to make a written response to the notice. The Board's evaluation, the written notice, and the Superintendent's response shall become a permanent part of the Superintendent's personnel file, and a copy of those same documents shall be provided to the Superintendent.

6.7.2 The Board shall schedule a subsequent evaluation meeting to occur after a length of time that a reasonable person would deem adequate for the elevation of said unsatisfactory performance to a satisfactory level. At that meeting, the Board shall reevaluate the Superintendent's performance in those respects that it was previously evaluated as unsatisfactory. If the performance in any of those respects is unsatisfactory, the Board shall describe in a second written notice, again in reasonable detail, newly occurring specific instances of unsatisfactory performance.

6.7.3 The Superintendent shall have the right again to make a written response to the notice. The Board's reevaluation and the Superintendent's response shall become a permanent part of the Superintendent's personnel file, and a copy of those same documents shall be provided to the Superintendent.

6.8. Unless otherwise agreed to in writing by the Superintendent, all discussions related to, and the content of, any evaluation shall be private and confidential to the extent permitted by law, but such material may be disclosed in any proceeding wherein the Superintendent's performance is at issue.

7. COMPENSATION

7.1. The Superintendent's base annual salary, effective upon the date of Board approval of this Agreement, shall be \$302,500, including therein the doctoral stipend, and shall be paid in twelve equal monthly installments. This base annual salary amount includes recognition for any and all graduate degrees and all other certifications and licenses, workdays, vacation days and holidays. The *per diem* salary shall be calculated by dividing the annual salary by the Contract year's total number of workdays, which include vacation days, federal holidays, state holidays, and local district holidays. For employment of any duration less than a full Contract year, the total salary shall be the product obtained by multiplying the per diem salary by the number of days actually worked

7.2. Commencing with the Cost of Living Adjustment ("COLA") to take effect on or about July 1, 2019, for the first Contract year, and continuing year to year thereafter for each successive Contract year immediately following a Contract year for which the Superintendent's written evaluation was positive, the Superintendent's base salary shall be adjusted by the same percentage COLA salary adjustment granted by the Board to other twelve-month certificated management employees for that Contract year, and the Superintendent's gross pay for that Contract year shall be adjusted in the same way that the gross pay of other twelve-month certificated management employees is adjusted for that Contract year.

7.3. On at least an annual basis, the Board shall review the Superintendent's compensation. At the discretion of the Board, and based on the Superintendent's merit, job performance, District fiscal considerations, and any other criteria that the Board deems relevant, the Board may grant an additional increase for any year of the Agreement. Specific Board action approving a written amendment to this Agreement in open session is required to effect any such salary increase. However, no salary increase shall be considered to be either an entering into a new agreement or an extending of the duration of this Agreement.

8. FRINGE BENEFITS

8.1 The Superintendent shall be entitled to all benefits to which full-time twelve-month certificated management employees of the District are entitled as a consequence of their employment by the District.

8.2. The Superintendent shall not be entitled to cash in lieu of any medical, dental or vision benefits provided for in this section

8.3. The District shall pay the Superintendent's membership fees to belong to ACSA, AASA, and one local service organization. The Board encourages the Superintendent to be a member of several local service organizations, and the District, upon Board approval, shall pay also for additional memberships approved by the Board. The payment shall be for membership fees only, and shall not include fines, penalties, or other payments.

8.4. Throughout the duration of this Agreement and any extensions thereof, the Superintendent shall render twelve (12) months of full and regular service in each Contract year. The Superintendent shall receive all the paid holidays that certificated twelve-month management employees receive.

8.5 Furthermore, the Superintendent shall be entitled additionally to twenty-four (24)

working-days vacation per year with full pay while this Agreement or any renewals or extensions thereof are in effect.

8.6. Allowance for local travel & incidentals: The Superintendent shall be responsible for providing her own automobile and appropriate levels of automobile insurance. The District shall provide the Superintendent an allowance of Five Hundred Dollars (\$500.00) each month for local travel and expenses incidental thereto. That allowance may be adjusted annually at the option of the Board. The Superintendent shall be reimbursed for mileage outside of the District according to the policy governing the rate of reimbursement to other full-time twelve-month certificated management personnel.

8.7 In addition, if the Superintendent serves a minimum of five (5) years as superintendent of the District, she shall be eligible for any of the retirement programs as now defined in the Negotiated Agreement between the District and the District Teachers Association.

9. RELOCATION EXPENSES

9.1. The District shall pay to the Superintendent a housing allowance of twenty-five thousand dollars (\$25,000) for housing within twenty (20) miles of the District's main office.

9.2. For reimbursement requests submitted with supporting receipts submitted prior to July 31, 2020, the District shall reimburse the Superintendent for all reasonable and actual costs the Superintendent has incurred for the moving of the Superintendent's belongings from the Superintendent's current principal residence to the Superintendent's first non-temporary principal residence within twenty (20) miles of the District's main office. Likewise, the District shall also reimburse the Superintendent for all reasonable and actual costs the Superintendent has incurred for the temporary storage of the aforesaid belongings for up to six (6) months.

10. EXPENSE REIMBURSEMENT

10.1. The District shall reimburse the Superintendent for all actual, necessary and reasonable expenses which are incurred within the scope of employment, pursuant to Board Policy 3350.

10.2. To receive reimbursements to which she is entitled, the Superintendent shall provide expense records that the District normally requires for reimbursements.

11. WORK YEAR AND VACATION

11.1. The Superintendent shall be an exempt, full-time twelve-month employee with a work year of 261 days, inclusive of 24 days of vacation, and 17 days of federal, state, or local district holidays. Vacation shall accrue in equal increments on a monthly basis in accordance with District policy for its full time certificated twelve-month management employees.

11.2. Before July 31 of each Contract year, the Superintendent shall submit to the Board a proposed work-year calendar. After the work-year calendar has been submitted, the Superintendent shall notify the Board in advance of any changes she plans to make to her work-year calendar.

11.3. The Superintendent shall take vacation during the Contract year in which it has been earned, or else receive payment for vacation earned during that Contract year, but not

taken by its end, unless the Board gives written approval to carry over to successive Contract years (i.e., to "accrue") at most five (5) such vacation days from that Contract year. Payment for vacation earned during a Contract year, but not taken within that Contract year, shall be at the per diem rate in effect for that Contract year. In no event may the Superintendent have more than 32 days of paid vacation accrued at the start of any Contract year.

11.4. In the event of termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for accrued vacation up to a maximum of 32 days.

12. SICK LEAVE

12.1. The Superintendent is entitled to as many sick leave days per school year as full time certificated twelve-month management employees of the District receive. The Superintendent may also use personal necessity and business leave days in accordance with District policy for full time certificated twelve-month management employees.

13. OUTSIDE PROFESSIONAL ACTIVITIES

13.1. For the duration of this Agreement and any extensions thereof that may occur, the Superintendent's highest professional priority shall be the District and only the District.

13.2. However, on a short-term basis, the Superintendent may serve as a consultant, speaker or lecturer, or engage in other activities, provided that such service in no way delays, dilutes, or disrupts her service to the District. Any such activities that require the Superintendent to be absent from the District on work days per the annual work year calendar, or present but attending to non-District matters, shall be reported to the Board President and subject to Board approval.

13.3. Any compensation received by the Superintendent for these outside professional activities shall belong to the Superintendent if, and only if, the activities occurred exclusively on the Superintendent's vacation or non-work days. Otherwise, to the extent the activities took place on non-vacation work days, the compensation for those days or portions thereof shall belong to the District and promptly given to it.

14. MEDICAL EXAMINATION

14.1. The Superintendent shall, within sixty (60) days of the date on which she signed this Contract, and as a necessary condition for employment thereunder, provide the Board with a written report prepared by the Superintendent's physician on the bases of the Superintendent's medical history, and of a thorough, comprehensive medical examination and laboratory tests, each completed no more than sixty (60) days before the date on which she signed this Contract.

14.2. If the physician primarily responsible for managing and conducting the aforesaid medical examination and laboratory tests finds the Superintendent to be both mentally and physically fit to perform all the duties and responsibilities required of the District's superintendent, the report for the Board shall so state; else, that report shall not so state. If such fitness depends on the Superintendent's adherence to a therapeutic regimen, the report shall describe the regimen in detail sufficient for the District to have in place the necessary accommodations for the Superintendent to adhere to her regimen while on the job.

14.3. Beyond the judgment of fitness and the description of the therapeutic regimen, if

any, the aforesaid report needs only information identifying the physician who prepared it and the laboratories performing the tests. The report should not include private details and other information appropriate only for the patient herself.

14.4. Annually thereafter, within sixty (60) days of the anniversary date of the date on which she signed this Contract, as a necessary condition of the Superintendent's continued employment, the Superintendent shall have a medical examination and laboratory tests as described above, both paid for by the District, and shall provide the Board with a written report prepared as described in the three beginning paragraphs of this MEDICAL EXAMINATIONS section, but relative to the anniversary date of the date on which she signed this Contract, not the latter date itself.

14.5. At the Board's written request, as a necessary condition of the Superintendent's continued employment, the Superintendent shall have a medical examination and laboratory tests as described above, both paid for by the District, and shall provide the Board with a written report prepared as described in the three beginning paragraphs of this MEDICAL EXAMINATIONS section, but relative to the date of the Board's written request, not the date on which she signed this Contract.

14.6. If at any time the Superintendent is diagnosed with a medical condition that affects the Superintendent's ability to perform the essential functions of the position, the Superintendent shall notify the Board, in writing, of that diagnoses, and engage in an interactive process with the Board or its representative to determine what should be done about the effects of that diagnosed condition.

14.7. Nothing herein shall be deemed to waive the physician/patient privilege that the Superintendent shall have with any physician with whom the Superintendent consults for purposes of this MEDICAL EXAMINATIONS section.

15. EXTENSION OF AGREEMENT

15.1. The parties acknowledge that the initial duration of this Agreement consists of three (3) consecutive, non-overlapping academic-years. For each academic year of this Agreement, if the Board's written end-of-year evaluation does close with an explicit statement that the Superintendent's performance for that academic year has been positive, then the duration of this Agreement shall be extended by one (1) additional academic year (Contract year) on the same terms and conditions set forth herein.

15.2. If the Superintendent is agreeable to the extension, then the extension shall be ratified by the Board at the next regularly scheduled Board meeting following the date of the evaluation, during open session, and memorialized in writing delivered to the Superintendent.

16. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to its expiration as follows:

16.1. Mutual Agreement. At any time the parties may mutually agree to terminate the agreement.

16.2. The Superintendent's Retirement or Death. Upon retirement or death of the Superintendent.

16.3. Unilateral Termination by Superintendent. The Superintendent may terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no fewer than ninety (90) days prior to the effective date of said termination. However, the Superintendent and the Board may mutually agree to a termination notice of less than ninety (90) days.

16.4. Disability. If the Board reasonably believes the Superintendent is unable to serve in her position due to physical and/or mental condition, and the following conditions have been met:

16.4.1. the written report prepared as described in the three beginning paragraphs of this Agreement's MEDICAL EXAMINATIONS section has not been timely provided, or does not state that the Superintendent is both mentally and physically fit to perform all the duties and responsibilities required of the Superintendent's position of employment, or

16.4.2. there has been an expiration of the Superintendent's sick leave and disability entitlements as provided by statute or Board policies, and the written report prepared as described in the fourth or fifth paragraph of this Agreement's MEDICAL EXAMINATIONS section either has not been timely provided, or else it does not state that the Superintendent is both mentally and physically fit to perform all the duties and responsibilities required of the Superintendent's position of employment; or

16.4.3 the Board has timely received the written report prepared as described in the first three paragraphs of this Agreement's MEDICAL EXAMINATIONS section, or in the fourth or fifth paragraph thereof, and the report states that the Superintendent is both mentally and physically fit to perform all the duties and responsibilities required of the Superintendent's position of employment, but the Board nevertheless has reason to doubt that the Superintendent is so fit, and each of the following conditions has been met:

16.4.3.1. The Board has given written notice to the Superintendent of its intent to seek termination because the Superintendent does not seem to be both mentally and physically fit to perform all the duties and responsibilities required of the District's Superintendent, said written notice having been delivered to the Superintendent's home address by certified mail of the United States Postal Service.

16.4.3.2. Within two (2) weeks of said written notice's postmarked date, the Board has made a good faith effort to agree with the Superintendent upon a medical consultant, who is a licensed physician, to conduct a thorough, comprehensive medical examination, including necessary laboratory tests, of the Superintendent's physical and mental conditions, and to prepare and present to the Board, as soon as possible, a written report as described in this Agreement's MEDICAL EXAMINATIONS section, time being of the essence; and either the parties have so agreed upon a consultant, or else the Board has appointed such a consultant after the said two (2) weeks passed.

16.4.3.3. The medical consultant's written report states whether the Superintendent cooperated during the examination and took the laboratory tests.

16.4.3.4. The medical consultant's written report states that the Superintendent did not cooperate, and that cooperation by the Superintendent is a necessary condition for the medical consultant's report to state that the Superintendent is both mentally and physically

fit to perform all the duties and responsibilities required of the Superintendent's position of employment.

16.4.3.5. The medical consultant's written report does not state that the Superintendent is both mentally and physically fit to perform all the duties and responsibilities required of the Superintendent's position of employment.

16.4.3.6. There has been an expiration of the Superintendent's sick leave and disability entitlements as provided by statute or Board policies.

16.5. Unilateral Termination by Board. The Board, at its sole discretion and without the need for any cause, may, upon giving written notice to the Superintendent, terminate this Agreement. If the Board elects so to terminate the Agreement, the District shall pay the Superintendent severance pay. The severance pay shall be the base salary the Superintendent would have earned for the remainder of this Agreement following the effective date of termination, not to exceed the equivalent of twelve (12) months of salary. No later than the effective date of termination, the Superintendent shall choose to have the severance pay as one lump-sum, or as equal monthly payments beginning no later than the effective date of termination; if the Superintendent fails to make a timely choice, the District shall make the choice. The Superintendent shall also continue to receive District paid medical, dental, and vision insurance for the shorter of twelve months or the number of days from the effective date of termination to the expiration of this Agreement, in accordance with Government Code 53261.

16.6. Non-renewal of Agreement by Board. The Board shall provide the Superintendent with at least sixty (60) calendar days' written notice prior to the expiration date of this Agreement of the Board's intention not to renew or extend this Agreement beyond its then current expiration date. The Board and the Superintendent agree that this written notice is intended to implement the notice requirement in Education Code section 35031, and will so implement it when timely provided. It shall be the duty of the Superintendent to notify each member of the Board in writing of this non-renewal provision of the Agreement no later than December 1 immediately prior to the expiration of this Contract or any extension thereof. If the Superintendent fails to provide this notice to the Board, she shall be deemed to have waived the requirements and automatic renewal provisions of section 35031 and this Agreement, and shall further be deemed to have received notice of her non-renewal by the Board as if she had timely received actual notice of non-renewal.

16.7. Termination for Cause. The Board may discharge the Superintendent for cause. Discharge for cause includes, but is not limited to, material breach of contract; failure to perform the duties or discharge the responsibilities of the Superintendent's position; immoral conduct including, but not limited to, egregious misconduct, as "egregious misconduct" is defined in the California Education Code, unprofessional conduct; commission, aiding, or advocating the commission of acts of criminal syndicalism; dishonesty; evident unfitness for service; physical or mental condition unfitting him or her to instruct or associate with children; persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the state board or by the Board; or conviction of a felony or of any crime involving moral turpitude; violation of the Education Code's Section 51530 or conduct specified in Section 1028 of the Government Code, added by Chapter 1418 of the Statutes of 1947; or alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children.

16.7.1 Notice of discharge for cause shall be given in writing, and shall be effective thirty (30) days after delivery of the aforesaid written notice to the Superintendent, unless the BOARD rescinds, in writing, that notice.

16.7.2 The Superintendent shall be entitled to appear before the Board to discuss the cause(s) for which notice of discharge was given.

16.7.3 If the Superintendent chooses to be accompanied by legal counsel at such appearance before the Board, the Superintendent shall bear any and all costs she incurs for such accompaniment. The appearance before the Board shall be in closed session unless the Board and the Superintendent mutually agree otherwise.

16.7.4 The Board shall prepare a written statement of its reasons for any decision to discharge for cause and provide it to the Superintendent. The Superintendent shall have the right to submit a written response to the decision, which the District shall attach to and make a part of the decision.

16.8. Confidentiality. The District shall keep all documents relating to termination of this Agreement confidential, as personnel matters, and maintained in confidence except as required by California law.

16.9. Remedies. The parties expressly understand and agree that any breach or termination of this Agreement by the District and/or Board shall not result in the Superintendent's continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the Superintendent.

16.10. Conviction of Crime. If the contract is terminated under any of the foregoing provisions, and the Superintendent is convicted of a crime involving an abuse of office or position, then any cash settlement related to the termination that the Superintendent may have received from the District shall be fully reimbursed to the District, and any and all settlement payments owed but not yet paid shall no longer be owed.

17. BREACH OF THIS AGREEMENT BY THE DISTRICT

17.1 In the event of the District's breach of this Agreement,

17.1.1 except as noted in 17.1.3 below, the Superintendent shall be entitled to continue to receive, for the shorter of twelve (12) consecutive months or the number of consecutive months left on the unexpired term of this Agreement, the same District-provided benefits for medical, dental and vision care that she was receiving at the time of the alleged breach;

17.1.2 except as noted in 17.1.3 below, if the unexpired term of this Agreement is not less than twelve (12) months, the maximum cash settlement shall be an amount equal to the Superintendent's monthly salary at the time of the alleged breach multiplied by twelve (12) (Cal. Gov. Code §53260); otherwise, the damages for such breach shall not exceed an amount equal to the Superintendent's monthly salary at the time of the alleged breach multiplied by the number of months left on the unexpired term of this Agreement; but

17.1.3 if the Superintendent has received two (2) consecutive unsatisfactory evaluations as described in paragraphs 6.7-6.7.3, above, of which the first occurred no more than five (5) months before the alleged breach, then the number of months determining the duration of the entitlement of paragraph 17.1.1, above, and the maximum damages of paragraph

17.1.2, above, shall each be reduced by the smaller of two (2) months or the fractional number of months between the two consecutive unsatisfactory evaluations.

18. ENTIRE AGREEMENT

18.1 This Agreement contains the entire agreement and understandings 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.

19. APPLICABLE LAW

19.1 This Agreement shall be construed in accordance with, and governed by, the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

20. VENUE

20.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by the laws of that State. Venue of any action to enforce this Agreement shall be in Santa Clara County, California.

21. ATTORNEYS' FEES

21.1 The parties further agree and understand that in the event that legal proceedings are initiated for the purpose of enforcing the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending such action.

22. AMENDMENTS

22.1 The parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all parties.

23. EXECUTION IN COUNTERPARTS

23.1 This Agreement may be executed in two or more counterparts which, taken together, shall constitute the whole Agreement between the parties. A fax or "pdf" signature shall be as valid as an original signature. A copy of this document shall be as valid as the original.

24. EFFECTIVE DATE

24.1 The effective date of this Agreement shall be the date approved by the Board and signed by the Superintendent. The Superintendent's employment start date will be July 1, 2019.

25. NON-WAIVER

25.1 Failure to insist upon strict performance of any requirement of this Agreement shall not be construed as a waiver of future strict performance of that requirement or of any other requirement.

26. PROTECTION OF SUPERINTENDENT AGAINST LIABILITY

26.1 The District shall maintain in effect insurance protecting the Superintendent against liability. Said insurance shall be equivalent to that obtained or provided for the District by the South Bay Area Schools Insurance Authority (aka "SBASIA") in the academic year 2018-2019, with deductible amounts to be paid by the Authority or by the District in accordance with the Underlying Memorandum of Coverage in effect for academic year 2018-2019 and dated June 25, 2018.

26.2 In accordance with the terms and conditions of the aforesaid liability insurance and with the provisions of Government Code §§825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent for any act or omission alleged to have occurred in the Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that such acts or omissions giving rise to any such demand, claim, suit, action, or legal proceeding are related to her role as the District's Superintendent and arose while the Superintendent was acting in conformance with federal, state, and local laws, and acting also within the scope of her employment as the District's Superintendent.

26.3 After the Superintendent's departure from the position of the District's Superintendent, the District shall continue as described above to protect the Superintendent against liability.

27. INCORPORATION OF GOVERNMENT CODE SECTIONS

27.1 The specific limitations set forth in Government Code sections 54243, 53243.1, 54242.2, and 5324.3 are fully incorporated into this Agreement and shall apply whenever this Agreement or applicable law is construed or interpreted to provide any paid leave pending an investigation, criminal legal defense, or cash settlement in the event of termination.

28. GENERAL PROVISIONS

28.1 This Agreement is subject to

- a. all applicable laws of the State of California;
- b. the rules and regulations of the State Board of Education;
- c. the rules and regulations of the District; and
- d. Board policies.

Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

28.2 If, during the term of this Agreement, a specific clause of the Agreement is ruled to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

29. NO ASSIGNMENT

29.1. The Superintendent shall not assign or transfer any rights granted or obligations assumed under this Contract.

30. INDEPENDENT REPRESENTATION

30.1. The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied 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. The Superintendent acknowledges and agrees that legal counsel for the Board represents the Board's interest exclusively and that no attorney-client relationship exists between the Superintendent and legal counsel to the Board.

IN WITNESS HEREOF, we affix our signatures to this AGREEMENT this eighth day of April, 2019, in Mountain View, California.

**THE GOVERNING BOARD
OF
THE MOUNTAIN VIEW LOS ALTOS UNION HIGH SCHOOL DISTRICT**

By: _____
Phil Faillace, Ph.D., President

By: _____
Sanjay Dave, Vice-President

By: _____
Debbie Torok, Clerk

By: _____
Fiona Walter, Member

By: _____
Catherine Vonnegut, Member

SUPERINTENDENT

By: _____
Nellie Meyer, Ed.D., Superintendent