

**MOTHER LODGE UNION SCHOOL
DISTRICT**

**EMPLOYMENT AGREEMENT FOR DISTRICT
SUPERINTENDENT**

THIS EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT (hereinafter "Agreement") is entered into on March 12, 2025, between the Governing Board (hereinafter "the Board") of and on behalf of the Mother Lode Union School District of California (hereinafter "the District") and Larry Mahoney (hereinafter "Mahoney" or "the Superintendent").

RECITALS

WHEREAS, Mahoney is currently employed by the District as the Interim Superintendent by the Board's appointment made at its Regular meeting held on March 12, 2025; and

WHEREAS, the Board voted in closed session to appoint Mahoney as Superintendent at its Regular meeting held on March 12, 2025; and

WHEREAS, the Superintendent is the Chief Administrative Officer for the District; and

WHEREAS, the District requires the services of a Superintendent in order to conduct the business of the District; and

WHEREAS, Mahoney wishes to accept the appointment as the District's Superintendent for the term of one (1) year; and

WHEREAS, for the duration of this Agreement, Mahoney, as Superintendent, shall be vested with all the duties and authority of the District Superintendent.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. TERM AND SUSPENSION

The District hereby contracts with and employs Mahoney, on a per diem basis, for a three year period commencing on July 1, 2025, and terminating as set forth in Paragraph 14 below, and subject to the terms and conditions set forth herein. Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, the Board will place an agenda item on the next regularly scheduled Board meeting following the Superintendent's evaluation for discussion and approval of a one-year extension of the Agreement.

2. QUALIFICATIONS AND EMPLOYMENT STATUS

The Superintendent warrants and represents that he 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 termination of this Agreement.

3. POWERS AND DUTIES

The Superintendent shall serve as the chief executive officer of the District. In that capacity, the Superintendent shall perform all services, acts, and functions necessary or advisable to manage and conduct the business and operations of the District at a professional level of competence and with due diligence, subject at all times to state and federal laws and the policies, rules, regulations and direction of the Board, consistent with the Superintendent's duties as described herein. The Superintendent is the leader of the Administrative Team and agrees to work effectively as a member of the team. Together, the Administrative Team plans, directs, and coordinates the operations of the District.

The Superintendent shall perform the duties prescribed by the laws of the State of California, Board policy, the job description and Education Code section 35035. The Superintendent shall act as Secretary to the Board as described in Education Code section 35025. The Superintendent, as the chief executive officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate professional journals; (6) establish and maintain positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend District goals and objectives to the Board; and (9) provide timely information to Board members about important issues affecting or that may affect the District; and other duties as assigned by the Board.

The Superintendent is directly responsible to the Board. The Superintendent facilitates communication and information among the administrators, the Board, staff, parents and community, and sets a positive tone for the District. The Superintendent has the authority to direct and supervise the activities of all District employees, programs, and functions to ensure the effective administration of the entire District.

The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including employment, assignment, transfer and dismissal of employees, consistent with Board Policies.

4. BOARD-SUPERINTENDENT RELATIONS

The Superintendent will work with the Board in developing and maintaining a spirit of cooperation, mutual respect, and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.

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 bylaw, policies, protocols or other authority, or by direction of the Board, individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems. The Board, individually and collectively, will refer promptly to the

Superintendent any criticism, complaint or suggestion brought to the attention of the Board or any member thereof, pursuant to Board bylaws, policies and protocols. The Superintendent will take appropriate action and/or respond and notify the Board President and/or Board as appropriate.

The Board shall provide the Superintendent with periodic 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 it is deemed necessary by either the Board or the Superintendent, the District may retain an outside advisor to facilitate this process.

The Superintendent will be held responsible for establishing District programs and services, and for managing the District in a manner consistent with the Board's adopted goals, including the provision of data from which the Board can evaluate the District's achievements. By exercising its governance and policy-making role, the Board determines what the District should accomplish and whether the District is accomplishing it.

5. ADMINISTRATIVE SUPPORT

The District shall provide the Superintendent with such facilities, equipment, supplies and clerical assistance as appropriate to the Superintendent's position and necessary for the adequate performance of his duties. All equipment shall remain the property of the District and must be used and employed in strict compliance with District policies applicable to their use.

6. COMPENSATION

The Superintendent shall be compensated at a per diem rate of Nine hundred thirty-three Dollars and twenty-four Cents (\$933.24) per day. Based upon 220 duty days per year, this is an annualized salary of Two Hundred five thousand three hundred thirteen Dollars (\$ 205,313.00). The salary shall be the total compensation of the Superintendent for the performance of all duties of the Superintendent as well as the duties of Director of CI&A/Principal. The Superintendent shall be paid periodically as the other employees of the District. The compensation shall be effective as of March 12, 2025.

7. FRINGE BENEFITS

The Superintendent shall be afforded at least all of the health and welfare benefits of employment which are granted to the District's administrative personnel, including the District's health, vision, and dental insurance plans, except as otherwise set forth in this Agreement. The Superintendent may elect to receive any unused portion of the District's benefits cap as additional salary compensation.

8. EXPENSE REIMBURSEMENT

The District shall reimburse the Superintendent for District travel outside of El Dorado County, and related expenses, and for actual and necessary business-related expenses incurred and paid by the Superintendent in the conduct of his duties on behalf of the District, in accordance with District policy. The Superintendent will submit an itemized claim for such expenses and such items claimed must be a proper use of District funds. Wherever possible, receipts and/or invoices should be submitted in support of the claim.

9. WORK YEAR

During the term of this Agreement, the Superintendent shall normally serve in that capacity five (5) workdays per workweek excluding holidays as defined by the Education Code and applicable District policy. To determine the Superintendent's daily rate of pay, the Superintendent's annual base salary shall be divided by 220 workdays.

10. SICK LEAVE

The Superintendent shall earn and accrue sick leave at a rate of one (1.00) day per contract month. The Superintendent shall not be entitled to use sick leave in advance of or in excess of the days actually earned or accrued. The Superintendent may also use sick leave for personal necessity and business leave days in accordance with District policy. Upon separation from the District, unused and accrued sick leave will be transferred or applied to retirement service credit in accordance with applicable law and CalSTRS rules and regulations.

11. PROFESSIONAL GROWTH ACTIVITIES

The District encourages the Superintendent to participate in professional organizations and activities; provided such participation is consistent with his overall responsibilities to the District and, provided further, that such participation does not interfere with the satisfactory performance of his duties and obligations to the District.

Consistent with the above, the District shall pay the Superintendent's membership dues in ACSA (Association of California School Administrators) and one professional organization of the Superintendent's choice, and a local service club or other professional organization as may be approved by the Board.

12. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent's professional priority is to the District during the term of this Agreement and any extensions that may occur. The Superintendent may serve as an adjunct professor, consultant, speaker, or lecturer, or engage in other activities on a short-term basis, provided such activities do not conflict or interfere with his duties under this Agreement. Any such activities that require the Superintendent to be absent from the District on workdays per the annual work year calendar shall be reported to the Board President as vacation days and subject to Board approval. Any compensation received by the Superintendent for these outside professional activities shall belong to the Superintendent if they are completed on the Superintendent's vacation or non-workdays.

13. EVALUATION

(a) Yearly Evaluation. The Board shall discuss on an as-needed basis its working relationship with the Superintendent and his job performance, including a mid-year verbal discussion each school year. The Superintendent shall work with the Board to develop a time line for each year's evaluation process. At least once a year and normally during the month of June a portion of a Board meeting shall be devoted to (1) formal criteria to be used to evaluate the Superintendent, (2) an oral and written evaluation of the Superintendent's performance, (3) a

review of the Superintendent's salary and benefits, and (4) discussion of goals and objectives for each year of this Agreement. This shall include goals for the Superintendent's first year of employment by the District. Nothing in this Agreement shall preclude the Board from evaluating the Superintendent more than one time per year. Among other criteria, the evaluation shall be based upon the job description and any mutually agreed upon goals and objectives. The evaluation shall, at a minimum, assess Superintendent's performance as it relates to: the duties and responsibilities of the position, this Agreement, the job description, the annual goals and objectives established by the Board and Superintendent, and applicable law and Board Policy. The evaluation format shall also contain, at a minimum, the following evaluation areas as they relate to the aforementioned assessment criteria:

- relationship with the Governing Board
- relationship with the community • curriculum and instruction leadership
- business and operations services leadership • staff and personnel relationships
- personal qualities and development
- educational results, as available
- overall educational leadership

(b) Board Review. The Board shall conduct its evaluation of the Superintendent in closed session meetings of the Board and endeavor to complete the evaluation by June 30. The Superintendent shall remind the Board in writing, by June 1, of the deadline to complete the Superintendent's evaluation by June 30. The Board shall meet with and provide either a written or oral evaluation report to the Superintendent. Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, that will address areas identified as needing clarification, emphasis or improvement. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent and the Board President shall sign the evaluation report and action plan. The Superintendent shall have ten (10) calendar days from receipt of any evaluation to respond in writing. Evaluations and action plans relating to the Superintendent and any written comments in response shall be placed in the Superintendent's personnel file.

(c) Reporting Out. If the Superintendent's overall evaluation rating is "satisfactory" or higher, then the Board shall report the result in open session so that the public remains informed about the Superintendent's performance.

(d) Outside Facilitator. Whenever it is deemed desirable by the Board, an outside facilitator may be mutually selected by the Board and the Superintendent to facilitate discussion of the Superintendent's performance, the Board-Superintendent relations and/or completion of the Superintendent's evaluation.

(e) Failure to Evaluate Non-Limiting. The evaluation procedures and requirements set forth in this Agreement 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 or by virtue of any District rules, regulations, handbooks, policies or other agreements. 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.

14. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to its expiration by any of the following methods:

(a) Expiration of Term by District. The Superintendent shall serve until the end of the term set forth in this Agreement. Consistent with Paragraph 1.

(b) Mutual Agreement. At any time, the parties may mutually agree to terminate the Agreement, provided, however, that the party seeking termination shall provide no less than sixty (60) days written notice to the other party.

(c) Disability. Should the Superintendent be unable to serve in his position due to physical and/or mental condition, and upon expiration of the Superintendent's sick leave under this Agreement or as provided by statute or Board policies, the Superintendent shall submit to an evaluation by a licensed physician selected by the Board. Any cost of the evaluation not covered by the Superintendent's health insurance shall be borne by the Board. The selected physician shall submit a confidential written report to the Board which shall indicate only whether the Superintendent is able to carry out the duties of the position, with or without reasonable accommodation. If the report reflects the Superintendent is unable to serve, this Agreement may be terminated by the Board.

(d) 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 less than thirty (30) calendar days prior to the effective date of said termination. The Superintendent and the Board may mutually agree to a termination notice of less than thirty (30) calendar days. Should the Superintendent become a finalist for other employment, he shall immediately notify the Board.

(e) Unilateral Termination by Board Without Cause. The Board shall also retain the right, at its sole discretion and without cause, to terminate this Agreement. If the Board elects the option to terminate the Superintendent without cause, then the Superintendent shall receive the Superintendent's regular Superintendent's salary for the remainder of the Term, or six (6) months, whichever is less, and shall additionally be entitled to the health insurance benefits that the Superintendent has elected for the same period of time.

(f) Termination for Cause. The Board may discharge the Superintendent for any of the grounds enumerated in California Education Code sections 44932 and 44933. The Board shall prepare a written statement of reasons for any decision to discharge for cause and provide it to the Superintendent forty-five (45) calendar days in advance of the termination date. The Superintendent shall then be entitled to appear before the Board, at least ten (10) calendar days in advance of the termination date, to discuss such causes. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any costs he incurs for such representation. Such meeting shall be conducted in closed session unless mutually agreed otherwise. The Board shall render a written decision confirming the effective date of termination, upon which date the Superintendent's salary and benefits shall cease except as otherwise provided herein. 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.

(g) Remedies. The parties expressly understand and agree that any termination of this Agreement, for cause, by the Board shall not result in the Superintendent's continued employment

or reinstatement other than provided herein. The remedies provided in this Agreement are the exclusive remedies available to the Superintendent.

(h) If the Agreement is terminated under Paragraphs 14 (b) or 14 (e), the maximum cash settlement that Superintendent may receive shall be either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Agreement or (ii) an amount equal to the monthly salary of Superintendent multiplied by six (6), whichever is less. Termination of the Agreement by mutual consent shall constitute a release of all claims Superintendent may otherwise have against Board or District. This paragraph is set forth herein because it is required by subdivision (a) of Government Code Section 53260, but the Parties agree that it shall be superseded by the provisions set forth in Paragraph 14 (f) in the event that Superintendent is terminated for cause.

15. MANDATORY ABUSE OF OFFICE PROVISION

Pursuant to Government Code section 53243 et seq., any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position. In addition, any funds paid for salary during a paid administrative leave pending an investigation into, or funds paid for criminal defense of, charges of abuse of office or position shall be fully reimbursed to the District in the event the Superintendent is convicted of such crime.

16. NON-FRATERNIZATION

The District is committed to providing a safe and collaborative working environment conducive to individual development and learning. The District and Superintendent recognize that a sexual or emotionally intimate relationship between the Superintendent and any employee of the District may pose legal risk to the District. Accordingly, the Superintendent is prohibited from entering into a sexual or emotionally intimate relationship with any employee of the District.

17. ENTIRE AGREEMENT

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

18. APPLICABLE LAW

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 held invalid by a court of competent jurisdiction the remainder of this Agreement shall nevertheless be binding and effective.

19. VENUE

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 El Dorado County, California.

20. ATTORNEYS' FEES

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.

21. AMENDMENTS

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.

22. EXECUTION IN COUNTERPARTS

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

23. EFFECTIVE DATE

The effective date of this Agreement shall be March 12, 2025 even though the date on which the Board may approve this Agreement may occur on a different date.

24. NON-WAIVER

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

25. INDEMNITY AND DEFENSE OF SUPERINTENDENT

The District shall defend and indemnify the Superintendent from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the Superintendent, acting in his official or individual capacity, is alleged to have caused any loss or injury arising out of any act or omission occurring within the scope of his duties as Superintendent, pursuant to Government Code sections 825 and 995. The District's obligation to indemnify shall be otherwise excused only as to liability for damages awarded against the Superintendent upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the Superintendent's action was outside the scope of his employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding. 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 Superintendent, as described above.

26. NO ASSIGNMENT

The Superintendent may not assign or transfer any rights granted or obligations assumed under this contract.

27. INDEPENDENT REPRESENTATION

The Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon and/or had the opportunity to obtain the advice of their own attorneys

or other representatives to the party's complete satisfaction, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives as applicable, 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 Superintendent and legal counsel to the Board.

28. SAVINGS CLAUSE

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

29. BOARD APPROVAL

The effectiveness of this Agreement shall be contingent upon approval by the Board as required by law.

WHEREFORE, the parties hereto, by their signatures below, enter into this Agreement as of the Effective Date.

Dated: _____, 2025

LARRY MAHONEY

TO BE SIGNED BY ALL BOARD MEMBERS

Dated: _____, 2025

VALERIE BAKER, Board President, Governing
Board Mother Lode Union School District

Dated: _____, 2025

BRIDGETT HARTSHORN, Board Clerk, Governing
Board Mother Lode Union School District

Dated: _____, 2025

CATHY WILSON, Governing Board Mother Lode
Union School District

Dated: _____, 2025

NANCY CAHIL, Governing Board Mother Lode Union
School District

Dated: _____, 2025

GLEN SELLERS, Governing Board Mother Lode
Union School District

Ratified in a public meeting of the Governing Board on _____, 2025.