

**EMPLOYMENT AGREEMENT  
BETWEEN  
GOLDEN VALLEY UNIFIED SCHOOL DISTRICT  
AND  
INTERIM SUPERINTENDENT MIKE BERG**

This Employment Agreement (“Agreement”) is made this \_\_\_\_\_ day of April 2021 by and between the Governing Board of the Golden Valley Unified School District (“District” or “Board”) and Mike Berg (“Interim Superintendent”)

1. **Term.** The District hereby employs Interim Superintendent starting April 1, 2021, subject to the terms and conditions set forth below.
2. **Compensation.** The Interim Superintendent’s rate of pay shall be One Hundred Dollars (\$100.00) per hour, which rate is based upon the former Superintendent’s salary. As a condition of payment, Interim Superintendent agrees to contemporaneously track all hours worked and to furnish the District’s business office with appropriate documentation of hours worked. Interim Superintendent shall be paid monthly, less all applicable or authorized taxes, deductions and other withholdings.
3. **Benefits.** Interim Superintendent shall not be entitled to any other compensation, health or welfare benefits, sick leave, vacation or any other District-provided or statutory fringe benefits during the term of this Agreement.
4. **Hours.** Total hours worked by the Interim Superintendent under this Agreement shall not exceed 960 hours each fiscal year, consistent with restrictions imposed on CalPERS retirees. Interim Superintendent is solely responsible for tracking the total hours worked by Interim Superintendent and complying with statutes and regulations regarding limitations on hours applicable to CalPERS retirees.
5. **Interim Superintendent’s Duties.** Interim Superintendent’s duties shall include all duties required by law, set forth in board policies and bylaws, and all duties typically performed by school district superintendents or directed by the Governing Board.
6. **Construction Management Contract.** To eliminate any possible conflict of interest, the parties agree that Interim Superintendent’s current agreement with the District to provide construction management services shall be deemed terminated effective March 31, 2021.
7. **Termination of Contract.**
  - a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board and the Interim Superintendent.
  - b. **Notice.** Either party may terminate this Agreement by providing thirty (30) calendar days’ advance written notice of termination to the other party.

c. **Employment of a Superintendent.** This Agreement shall automatically terminate upon the first day of service of the District's new superintendent without any other action required by either party.

d. **Termination for Unlawful Fiscal Practices.** This provision is intended to implement the requirements of Government Code section 52360, subdivision (b). Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Interim Superintendent as engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Interim Superintendent solely upon written notice to the Interim Superintendent and Interim Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above.

e. **Abuse of Office Provision.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should Interim Superintendent be convicted of any crime involving the abuse of his position while employed with the District, Interim Superintendent shall reimburse the District for:

- i. Any salary paid to Interim Superintendent while on administrative leave pending an investigation into allegations of on-the-job misconduct;
- ii. Any settlement proceeds paid for termination of this Agreement, if any; and
- iii. Any Funds the District paid or advanced to Interim Superintendent for purposes of his criminal defense against any charges involving abuse of his position while employed by the District.

7. **Expense Reimbursement.** The District shall reimburse the Interim Superintendent for actual and necessary expenses incurred by the Superintendent within the course and scope of the Interim Superintendent's employment. Mileage reimbursement for all business related automobile travel shall be at the current IRS rate. For all reimbursements, the Superintendent shall submit expense claims in writing with appropriate supporting documentation.

8. **Waiver of Credential Requirements.** By its action in approving this Agreement, the Board is waiving all credential requirements for the employment of Interim Superintendent under Education Code section 35029.

9. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Interim Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Interim Superintendent. The Interim Superintendent shall assume sole responsibility and liability for all state and federal tax consequences of this Agreement and

all retirement consequences of this Agreement. The Interim Superintendent agrees to defend, indemnify and hold the District harmless from all such tax and retirement consequences.

10. **General Provisions.**

a. **Governing Law and Venue.** This Agreement, and the rights and obligation of the parties, shall be governed by and construed in accordance with the laws of the State of California.

b. **Entire Agreement.** This Agreement contains the entire Agreement and understanding between the parties. There are no oral understandings, terms or conditions, and the parties have not relied upon any representation, express or implied, not contained in the Agreement.

c. **No Assignment.** The Interim Superintendent may not assign or transfer any rights granted or obligation assumed under this Agreement.

d. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by written instrument executed by the parties.

e. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

f. **Indemnity.** The District agrees to defend and hold the Interim Superintendent harmless from all civil legal proceedings brought against the Interim Superintendent to the extent required by law.

g. **Management Hours.** The parties recognize that the demands of the position may require Interim Superintendent to work more than eight (8) hours per day or forty (40) hours per week. The parties agree that Interim Superintendent shall not be entitled to overtime compensation.

h. **Exclusivity.** To the maximum extent permitted by law, the parties agree that the employment relationship between the District and the Interim Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, management handbooks or similar documents.

**GOVERNING BOARD of the  
GOLDEN VALLEY UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Andrew Wheeler, President

Date: \_\_\_\_\_

**INTERIM SUPERINTENDENT**

\_\_\_\_\_  
Mike Berg

Date: \_\_\_\_\_

I, Steven Lewis, Clerk of the Board of Education of the Golden Valley Unified School District, do hereby certify that the foregoing Interim Superintendent Employment Agreement was approved by the Board of Education at its regular meeting of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Steven Lewis, Clerk

Date: \_\_\_\_\_