

**LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT  
SUPERINTENDENT EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into by and between the Livermore Valley Joint Unified School District (“District” or “Board”) and Dr. Torie F. Gibson (“Superintendent”), collectively referred to herein as the "Parties."

**Agreement**

The Parties agree as follows:

1. **Employment.** The District hereby hires and employs the Superintendent to act and serve as its Superintendent of Schools, and the Superintendent hereby accepts such employment and agrees to satisfactorily perform the duties of the position during the term of this Agreement.
2. **Term.** The term of this Agreement is from July 1, 2024, until June 30, 2028, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.
3. **Work Year.** A full work year under this Agreement shall be 220 work days.
4. **Compensation.** For and in consideration of the services rendered by the Superintendent, the Superintendent shall receive the following compensation:
  - a. **Salary.** The District shall pay the Superintendent an annual base salary of Three Hundred, Fifty Thousand Dollars (\$350,000.00).
  - b. **Salary Payments.** Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Superintendent.
  - c. **Salary Step Increase.** Commencing with the 2025-26 school year, if the Superintendent receives an overall “Above Satisfactory” or “Satisfactory” annual evaluation from the Board in preceding school year, the Superintendent's base salary shall be increased by Two and One-Half percent (2.5%), or the same as the Livermore Education Association, whichever is higher. The Board shall publicly report the final rating of the Superintendent's evaluation, and any salary increase or extension of the contract term at a regular Board meeting.
  - d. **Indefinite Salary.** The Superintendent's salary is considered to be indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to increase the Superintendent's salary for any year of this Agreement subject to the Superintendent's receipt of an “Above Satisfactory” or “Satisfactory” evaluation rating, and upon action in open session of a regularly called Board meeting pursuant to Government Code section 54956, subdivision (b), and with the written consent of the Superintendent. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement. The Board will complete its evaluation of Superintendent on or before July 1 of each year.
  - e. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032.

**f. Positive Work Year Calendar.** The Superintendent shall work a positive work year of 220 days each fiscal year and will not be required to work more days unless mutually agreed upon by the Board and the Superintendent. To determine the Superintendent's daily rate-of-pay, the Parties agree that the Superintendent's annual base salary shall be divided by 220. As a result of working a positive work year calendar, the Superintendent shall not be entitled to vacation. For the 2024-2025 school year, the Superintendent and Board President shall agree upon Superintendent's 220-day work year calendar by August 1, 2024. Thereafter, the Superintendent and the Board President shall agree upon the Superintendent's 220-day work year calendar for each succeeding school year no later than May 31 of the then existing school year. During any given year, if the Superintendent's agreed upon work days change, the Superintendent will notify the Board President

**g. Sick Leave.** The Superintendent shall, during the term of this Agreement, earn and accrue one (1) day of sick leave with pay for each full month of service rendered. The Superintendent shall follow all District procedures and practices regarding the reporting and use of sick leave, or mark such days on her work calendar as nonwork days. If the Superintendent does not meet the minimum 220 work days by June 30 of a given school year, the days not worked will be deducted from the Superintendent's sick leave balance to ensure a full contract year was worked. Accrued and unused sick leave shall be accumulated from year to year without limitation as to amount. Accrued unused sick leave shall not be compensable upon separation from employment.

**h. Holidays.** The Superintendent shall be entitled to the same number and types of holidays with pay as are provided to other certificated management personnel.

**i. Fringe Benefits.** The Superintendent shall be provided with insurance coverage with premium costs paid for by the District under the District's health, vision and dental insurance plans, for Superintendent and Superintendent's spouse, for the plans selected by Superintendent to the same extent such coverage is afforded to Livermore Management Association (LMA) members.

The District shall provide Superintendent, at District's expense, a fully paid term life insurance/long-term disability insurance policy in the face amount of Five Hundred Thousand Dollars (\$500,000.00) with the beneficiary for such policy to be selected by Superintendent.

**j. Relocation Expenses.** The District agrees to pay Superintendent's relocation expenses in the amount of Fifteen Thousand Dollars (\$15,000.00). Such payment will be issued within sixty (60) days after the Superintendent's confirmation of her relocation.

**k. Transportation and Business Expenses.** The Superintendent is required to have a vehicle available at all times to perform her duties both within and outside of District. Consistent with Education Code section 44033, Superintendent shall be solely responsible for all expenses to use, maintain, operate and fully insure the automobile at an appropriate level. Mileage reimbursement for District related travel outside the county will be paid in accordance with Board policy.

**5. Physical Examination.** The Superintendent agrees to have a periodic physical examination when requested by the Board. Any expense beyond that paid by District insurance will be borne by the District. The physician's report of the Superintendent's physical examination shall state only whether the Superintendent is fit to perform her duties as Superintendent, such statement shall be filed with the President of the Board, and shall be treated as confidential information by the Board. Nothing herein shall be deemed to waive the Superintendent's physician/patient privilege with any physician with whom Superintendent consults for the purposes of this paragraph and Agreement.

**6. Duties.** In accordance with the policies adopted by the Board and rules and regulations of the State of California, the Superintendent shall satisfactorily perform the duties of the Superintendent of the District as prescribed by law, act as secretary to the Board in accordance with Education Code section 35025; exercise those powers and perform those duties set forth in Education Code section 35035; efficiently and effectively manage the programs and operations of the District; oversee the day-to-day operations of the District and, satisfactorily perform such other duties and assume such other responsibilities as are assigned by the Board.

The Superintendent shall attend all regular, special and closed session meetings of the Board, unless the Superintendent and Board President mutually agree that the Superintendent will not attend a meeting. Additionally, the Superintendent will not be present during any closed session meetings during which the Board wishes to discuss the performance of the Superintendent outside of her presence. The Superintendent shall serve as an ex officio member on any and all District committees and subcommittees, and shall be entitled to submit recommendations on any item of business considered by the Board or any committee or subcommittee of the District.

**a. Personnel Matters.** Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters. The Superintendent shall have the responsibility and authority for all personnel matters as set forth in board policy, including organizing, reorganizing, and arranging the administrative, supervisory and other staff, including instruction and business affairs, which in her judgment best serves the District. The Superintendent shall have the primary responsibility for making timely and appropriate recommendations to the Board regarding personnel matters, including the employment or release, non-re-election or termination of an employee consistent with Board policy. The Board may authorize the Superintendent to employ personnel without Board approval to the extent permitted by law.

**b. Communications.** The Superintendent shall represent District before the public, and shall maintain such a program of Communications as may serve to improve understanding and to keep the public informed about District activities, needs, and results. The Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives. The Superintendent is encouraged to attend appropriate local community meetings. The Superintendent shall regularly report to Board on all external communications activities.

**c. Other Duties.** The Superintendent shall personally or by direction: (i) review all policies adopted by the Board and make appropriate recommendations to the Board; (ii) evaluate employees as provided for by California law and Board policy; and (iii) advise

the Board of all possible sources of funds which might be available to implement, present or contemplate District programs.

**d. Superintendent and Board Responsibilities.** The Superintendent shall be the chief executive officer of the District. As such, the Superintendent shall have the primary responsibility for the execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting policy. The Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. In addition to directing all complaints/criticisms/suggestions concerning the District or any of its personnel directly to the Superintendent as set forth above, the Board agrees that it shall work with the Superintendent in a spirit of cooperation and teamwork, and shall provide the Superintendent with periodic opportunities to discuss the Board/Superintendent relationship.

**7. Management Hours.** It is understood that the demands of the position will require the Superintendent to average more than an eight-hour workday or a forty-hour work week. It is also understood that there will be times when the demands of the office do not require the presence or services of the Superintendent during the normal work day or work week. Therefore, the Superintendent shall maintain a work schedule that is sufficient to adequately, efficiently, and effectively perform the duties of the position. Unless otherwise directed by the Board, the Superintendent may be absent from duty during normal working hours and shall not be required to adhere to those office hours prescribed for other personnel. The Parties agree that the Superintendent shall not be entitled to overtime compensation.

**8. Outside Professional Activities.** The Superintendent shall be authorized to undertake outside professional activities for compensation including consulting, speaking, and writing on non-duty days, provided that the Superintendent shall devote so much of her time and energy to the performance of the duties of her office as required to adequately perform the duties and responsibilities thereof. The Superintendent's performance of the duties and responsibilities of her office shall take precedence over any such outside activities, and the Board may disapprove time-off by the Superintendent during the normal work week to engage in such outside activity. The Superintendent agrees not to use District property or staff in performing outside professional activities without prior Board approval. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained. The District shall pay the Superintendent's dues as a member of ACSA. The District shall also pay the Superintendent's dues as a member of the local Rotary Club. If the Board desires that Superintendent become a member of any other local service club organization, the District shall pay all dues, assessments and other costs incurred by Superintendent as a member of such organization(s).

**9. Professional Development.** At the Superintendent's request, and if approved by the Board President, the District shall provide release time and related expenses for the Superintendent to participate in Professional Development activities and conferences. If the Superintendent participates in this activity, she shall provide a timely report to Board.

**10. Superintendent Coach.** If the Board determines it appropriate, the District will hire a Superintendent Coach Consultant to mentor and support Superintendent in her role as a Superintendent.

**11. Technology Devices.**

**a.** At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

**b.** All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

**c.** When Technology Devices are provided by District, Superintendent shall not regularly conduct District business on devices that are not provided or owned by District.

**d.** Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, or tablet) on which he or she has conducted any District business, regardless of whether the device is provided by District pursuant to the Contract, but not including any technological or electronic device which is the property of Superintendent and used primarily by Superintendent for personal use unless the disclosure of the content of such personal devices is required by law. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

**12. Evaluation.** The Board shall formally evaluate the performance of the Superintendent in writing at least once a year during the term of this Agreement. The Superintendent's evaluation shall be reasonably related to the position description for the position of the Superintendent, this Agreement, Board Policies regarding evaluation of the Superintendent and the mutually developed and agreed upon performance goals and objectives for that year's evaluation. The Board and Superintendent shall develop annual performance goals and objectives no later than October 1 of each year.

**a. Timetable.** During December each year, the Superintendent agrees to provide each member of the Board with written notice of this evaluation requirement and the evaluation time lines. The Superintendent agrees to take affirmative steps to ensure that her evaluation occurs in a timely fashion. Prior to May 1 of each year, the Superintendent shall present the Board with a written self-evaluation. Prior to May 1 of each year, the

Superintendent shall also present the Board with an annual report regarding the state of the District. The formal evaluation shall be completed by July 1 of each year on dates to be determined by the Board and the Superintendent, though the Board and Superintendent may mutually agree to extend this date for the final evaluation. The Board and Superintendent shall establish an actual timeline of dates each school year.

**b. Rating.** At the conclusion of each year's annual evaluation, the Board shall determine in writing whether or not the Superintendent's evaluation is "Above Satisfactory," "Satisfactory," or "Unsatisfactory." An evaluation shall be deemed a "positive" evaluation for purposes of this Agreement if the majority of the Board members have rated the Superintendent as "Above Satisfactory" or "Satisfactory" on their individual evaluations. An evaluation shall not be deemed "positive" if the majority of the Board members have rated the Superintendent as "Unsatisfactory" on their individual evaluations. If the Board's evaluation is not completed by July 1 of any year under this Agreement, the Board shall take prompt action to complete the evaluation. Once the Board's evaluation is completed and if it is "positive," the Superintendent shall be entitled to any applicable salary increase approved by the Board. The Board shall publicly report the final rating of the Superintendent's evaluation, and any salary increase, extension of the contract term, or material revision to the contract at a regular Board meeting.

**c. Failure to Review.** Failure of the Board to complete the evaluation process does not constitute a material breach of the Agreement and shall not result in amendment or extension of the Agreement. Failure of the Board to evaluate the Superintendent shall not preclude the Board from giving notice of termination or nonrenewal in accordance with the applicable provisions of this Agreement

**d. Impact of a Positive Evaluation.** If the Superintendent receives a positive evaluation, the term of the Superintendent's contract may be extended one year. At the conclusion of the evaluation, the Superintendent and the Board shall state, in writing on the Superintendent's evaluation form, whether or not the Superintendent's performance was "Positive" or "Unsatisfactory," so that a clear and affirmative decision is made regarding the Superintendent's entitlement to the contract extension and step movement.

**13. Termination.** This Agreement may be terminated on any of the following bases:

**a. Mutual Consent.** By mutual agreement, this Agreement may be terminated at any time.

**b. Resignation.** The Superintendent may resign and terminate this Agreement only by providing the Board with at least ninety (90) days advance written notice, unless the Parties agree otherwise.

**c. Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently 45-days prior notice), or other applicable provisions of law. The Superintendent shall, in writing, inform the Board President of this notice requirement at least ninety (90) days in advance of expiration of

this Agreement. The Superintendent's failure to give the written 90-day notice constitutes a material breach of this Agreement and cause for termination.

**d. Termination for Cause.** The Board may terminate the Superintendent for: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or Board directives; (3) breach of this Agreement; (4) unsatisfactory performance as established by the evaluation process; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (7) for other conduct seriously prejudicial to the District. Notwithstanding Labor Code section 2924, the parties *agree* that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such good cause belief shall authorize the termination of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If such good cause belief exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in a closed session meeting. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference with the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this process exhausts the Superintendent's administrative remedies.

**e. Termination without Cause.** If, for any reason, without cause or a hearing, at any time, the Board determines, in its sole discretion, that such action is in the best interest of the District, the Board may unilaterally terminate this Agreement. In consideration for the exercise of this right the District shall pay to the Superintendent from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the Superintendent's base salary at the rate in effect during the Superintendent's last month of service. Payments to the Superintendent shall be made on a monthly basis unless the Parties agree in writing otherwise.

Any such termination shall be in writing, shall specify the effective date of termination, and shall terminate all of the Superintendent's employment rights and entitlements with the District. The Superintendent shall execute a full written release of all claims, known and unknown, against the District and its officers, agents, and employees as a condition of receipt of any severance payment, along with a statement acknowledging that the Superintendent waives applicability of California Civil Code section 1542; otherwise, no

severance payments shall be required and termination shall be immediately effective nonetheless.

For purposes of this Agreement, the term “salary” shall include only the Superintendent's regular monthly base salary, as specified under Section 4.a. of this Agreement, including education pay, and shall not include the value of any other reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions, if any. No payments made pursuant to this early termination provision shall constitute creditable service, creditable compensation or compensation earnable for CalSTRS or CalPERS retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no deductions shall be made for retirement purposes. The Parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement without cause cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract damages, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law.

Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et seq. and that any payment of cash or other consideration to the Superintendent pursuant to a settlement agreement resulting from the termination of this Agreement by the Board is subject to the limitations and requirements contained in Government Code sections 53260 et seq. and other applicable provisions of law, as the law may be amended from time-to-time.

**f. Termination for Inappropriate Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent without cause and the Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

**g. Disability.** Upon expiration of the Superintendent's entitlement to current and accumulated sick leave and differential leave, and upon written evaluation by a licensed physician designated by the District indicating the inability of the Superintendent to perform the essential functions of the position, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Superintendent.

**h. Death.** Death of the Superintendent immediately terminates this Agreement.



**14. Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement if this contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of her office or position. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for her criminal defense.

**15. Notice.** Notices by the Board shall be deemed served either on the date on which it is personally served upon the Superintendent or the date on which it is deposited in the United States Mail, postage prepaid, and addressed as follows, provided that Superintendent may by written notice to the Board President specify a different address for the purpose of providing notice:

Dr. Torie F. Gibson, Superintendent  
Livermore Valley Joint Unified School District  
685 East Jack London Blvd.  
Livermore, California 94551-1899

**16. Notice of Finalist in Search.** The Superintendent shall immediately notify the Board should she become a finalist in the selection process for any position with any other employer.

**17. Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

**18. Complete Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces all prior agreements, modifications and addendums and all prior proposals and negotiations, whether written or oral, concerning the Superintendent's employment with the District. This is an integrated document.

**19. Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

**20. Construction.** Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

**21. Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

22. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
23. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.
24. **Exclusivity.** To the extent permitted by law, the Parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement.
25. **Independent Representation.** The Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys, financial advisors and other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys, financial advisors and other representatives and that those terms are fully understood and voluntarily accepted by them.
26. **Indemnity.** As required by Government Code section 995, upon request of the Superintendent, the District shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent, in the Superintendent's individual or official capacity as an agent and employee of the District, on account of an act or omission in the scope of her employment, to the extent required by law.
27. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.
28. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.
29. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.
30. **Public Record.** The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.
31. **Credentials.** The Superintendent hereby certifies that the Superintendent holds legal and valid administrative and teaching or service credentials which she shall maintain in effect throughout the life of this Agreement and that she meets the qualifications of Education Code section 35028.
32. **Dispute Resolution.**
- a. **Mediation.** The Superintendent and Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, the Superintendent or Board may request, in writing, to the other party to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request

for mediation, both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. The mediator's fee shall be paid by the District. Each party shall bear its own attorney fees and costs, if any. The parties shall use a mediator through the California State Mediation and Conciliation Service. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is nonbinding on the parties. Mediation pursuant to this provision shall be private and confidential. Only the parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other party unreasonably refuses to cooperate in the setting of mediation or otherwise to participate in mediation.

**b. Binding Arbitration.** The Superintendent and Board agree to submit all disputes regarding the termination of this Agreement to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation, as may be agreed by the parties. Either party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within thirty (30) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the parties' disputes, the request must be made within five (5) calendar days of termination of the mediation. The parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the parties. The arbitration shall take place in Alameda County, California, unless otherwise agreed by the parties. The arbitrator's fee shall be paid equally by both parties. Each party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq.

**33. Tax/Retirement Liability.** The District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement including, but not limited to, retiree health benefits, life insurance, or other benefits provided to the Superintendent or any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. The Superintendent agrees to defend, indemnify, and hold the District harmless from all such tax and retirement consequences. The Superintendent further declares that, prior to signing this Agreement, the Superintendent was apprised of relevant data and received independent advice and counsel regarding the state and federal tax consequences and the retirement consequences of this Agreement.

**34. Execution of Other Documents.** The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

BOARD OF EDUCATION  
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Emily Prusso, President of the Governing Board

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kristie Wang, Clerk of the Governing Board

By: \_\_\_\_\_  
Craig Bueno, Governing Board Member

By: \_\_\_\_\_  
Steven Drouin, Governing Board Member

By: \_\_\_\_\_  
Yanira Guzman, Governing Board Member

Action Taken: To approve Superintendent Contract

Approved: \_\_\_\_\_

Absent: \_\_\_\_\_

**ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

DATED: June \_\_\_\_, 2024

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Dr. Torie F. Gibson  
Superintendent