

**CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN THE
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
AND CHRIS VAN SCHAACK**

This Contract for Employment ("Contract") is entered into this 28th day of June 2022 by and between the Board of Trustees ("Board") of the Livermore Valley Joint Unified School District ("District") and Chris Van Schaack ("Superintendent").

1. Contract Term

Superintendent is hereby employed as the District's Superintendent for a period of three (3) years and eleven months commencing August 1, 2022 and ending June 30, 2026, under the terms and conditions set forth in this Contract.

1.1 Should the Superintendent receive a satisfactory evaluation pursuant to this Contract, or not receive a formal evaluation at all during any school year, this Contract may be extended for an additional year in a regular open session meeting, so long as the term of the Contract does not at any time exceed four (4) years. This provision shall apply in each subsequent year of the Contract. Any such extension will be made by written amendment to this Contract, provided, however, that upon two (2) consecutive years of such written amendments (or "addendums"), any subsequent changes to this Contract shall be set forth in a complete contractual document.

2. Employment Duties and Obligations

Board hereby employs Chris Van Schaack as the Superintendent of the District, and Chris Van Schaack accepts employment as the Superintendent of the District. In said capacity, Superintendent shall do and perform all services, acts, or things, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties:

2.1 The Superintendent shall serve as chief executive officer and secretary of the Board pursuant to Education Code sections 35035 and 35025. As such, he shall have primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for setting such policy. The Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of California, Board Policies and Regulations, and a job description which may be adopted and/or amended by the Board at any time.

2.2 The Superintendent shall be responsible for preparing and recommending Board policies for consideration by the Board and for executing Board policy adopted by the Board.

2.3 The Superintendent shall have the responsibility in all personnel matters, including election, assignment, and transfer of employees subject to Board approval. In all personnel matters, the Superintendent shall present his recommendations to the Board. If the Board does not approve a recommendation, the Superintendent shall submit another recommendation to the Board within a reasonable time.

2.4 The Superintendent shall obtain and maintain all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill Superintendent's obligations as the Superintendent of the District.

2.5 The Superintendent shall serve as liaison between the Board and the Board's representatives with respect to all employer-employee matters and make recommendations to the Board concerning those matters.

2.6 The Superintendent shall be entitled to attend all regular, special and closed session meetings of the Board, and shall serve as an ex officio member on any and all District committees and subcommittees, and, at the Board's request, shall submit recommendations on any items of business considered by the Board or any committee or subcommittee of District.

2.7 The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation.

3. Salary

3.1 The District shall pay Superintendent an annual salary of three hundred and eight thousand dollars (\$308,000). This annual salary is based on twelve (12) months of full-time service. Pursuant to Education Code Section 35032, the Board reserves the right to adjust the Superintendent's base salary at any time. Any change in salary will be made by written amendment to this Contract, provided, however, that upon two (2) consecutive years of such written amendments (or "addendums"), any subsequent changes to this Contract shall be set forth in a complete contractual document.

3.2 The Superintendent shall receive an annual step increase each July 1 (commencing July 1, 2023) of this Contract equal to three and one-half percent (3.5%) of his then annual base salary, which shall be added to and become a part of his annual base salary. The step under this section is based on the average or median percentage increase given on the certificated teachers' unit salary schedule for step and column raise. The number of step increases shall be limited to four (4) and shall not automatically exceed this amount of steps upon contract extensions per section 3.1 of this Contract except as may be specifically set forth in such written "addendums" or succeeding complete contractual documents.

3.3 Master's/Doctoral Stipend. Commencing with the 2022-2023 school year, the Superintendent shall receive, on an annual basis, the same stipend for earned Master's

and/or Doctorate degrees as other members of the Leadership Management Association (LMA) for the duration of this Contract.

3.4 Any adjustments in annual salary during the life of this Contract shall be in the form of an addendum or a new contractual document per section 3.1 above, and such addendums shall become a part of this Contract; however, such amendments shall neither constitute a new Contract nor an extension of the termination date of this Contract.

4. Work Year/Days, Sick Leave and Holidays

4.1 The Superintendent's regular work year shall be 220 work days.

4.2 The Superintendent shall notify the Board President in advance of the use of non-duty days and the name of the District designee, as appropriate.

4.3 The Superintendent shall receive twelve (12) work days of sick leave each year of this Contract, which shall be accumulated without limitation from year to year and may be credited for retirement purposes according to law.

4.4 The Superintendent shall receive two (2) personal leave days each year of this Contract, which shall not be accumulated.

4.5 The Superintendent shall receive the same holidays allowed all other District employees on which the District office is closed pursuant to the District's approved work year calendar.

5. Benefits

5.1 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 LMA members.

5.2 District shall provide Superintendent, at District's expense, a fully paid term life insurance/long-term disability insurance policy in the face amount of Two Hundred, Fifty Thousand Dollars (\$250,000.00) with the beneficiary for such policy to be selected by Superintendent.

5.3 The Superintendent is required to have a vehicle available at all times to perform his duties both within and outside of the 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.

6. Evaluation

6.1 Within sixty (60) days after the commencement of the Contract Term (paragraph 1) or the date mutually agreed to by the parties, the Board and the Superintendent shall meet to discuss agreed upon goals and objectives for the purposes of the ensuing year's evaluation. Thereafter, on an annual basis no earlier than May 1 and no later than June 1, the Board and the Superintendent shall meet and agree upon objectives for evaluation for the succeeding school year. Should the Board and Superintendent not be able to reach agreement on the goals and objectives, the Board shall make the final decision.

6.2 The Board shall annually evaluate in writing in closed session the performance of the Superintendent and the working relationships between the Superintendent and the Board. The Superintendent shall remind the Board of this obligation in writing by March 1st of each year of this Contract.

6.3 Evaluations shall be primarily based upon the performance goals and objectives established for that year's evaluation as well as upon the performance of the full range of duties required of the Superintendent by Section 2 of this Contract ("Employment Duties and Obligations"). In addition, the Board and the Superintendent shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent based upon the goals and objectives established for the school year, the Board shall notify the Superintendent in writing whether Superintendent has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

6.4 If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation(s) will be conducted within the next six months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

6.5 An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent's performance as satisfactory in individual evaluations prepared by such Board members. However, the Superintendent shall not be entitled to a contract extension except as provided in Section 1.1 above.

6.6 The Board will provide a formal evaluation of the Superintendent's performance at least once annually, no later than May 31 of each year. The Board and the Superintendent shall also meet quarterly during the course of the year to meet and give oral feedback to the Superintendent concerning Superintendent's progress towards meeting the established upon goals and objectives, and making any modifications to those goals and objectives.

6.7 Nothing herein shall be construed to prohibit or in any manner limit the Board from conducting additional evaluations of the Superintendent at any time during the school year.

6.8 The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.

7. Outside Professional Activities

7.1 The Superintendent may undertake for consideration outside professional activities including speaking and writing. The Superintendent's outside professional activities, for which he receives compensation or anything of monetary value in return, shall not occur during regular working hours, unless the Superintendent is using paid leave time off. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

7.2 By prior approval of the Board, the Superintendent may undertake non-compensated professional activities such as attendance at lectures, conferences, presentations, etc., during regular working hours. Any reasonable expenses incurred by the Superintendent's performance of such outside activities shall be reimbursed by the District.

8. Termination of Contract

8.1 Mutual Consent. This Contract may be terminated at any time by mutual written consent of the Board and the Superintendent.

8.2 Non-renewal of Contract by the District. The Board may elect not to renew this Contract for any reason by providing written notice to the Superintendent in accordance with Education Code § 35031. Failure to give such notification will make the Contract automatically renew for one (1) year upon the same terms and conditions. The Superintendent shall give notice to the Board of this provision at least ninety (90) days prior to the expiration of the term of this Contract.

8.3 Disability/Incapacity. This Contract may be terminated at any time the Superintendent has been unable to perform all or substantially all of Superintendent's duties due to illness or other disability for a period of three (3) consecutive months. In making this determination and in order to assist the Board, the Board may, at any time the Board determines that a question exists as to the Superintendent's ability to perform, require that the Superintendent undergo a comprehensive medical examination. Such examination shall occur within two weeks of the date written notice is given to the Superintendent that the Board is exercising its right to an examination as provided in this Section. If the Superintendent wishes to do so, Superintendent may, within one week of said examination, submit a separate report made by a physician chosen by the Superintendent.

8.4 Death. This Contract is automatically terminated upon the death of the Superintendent.

8.5 Breach of Contract. If the Superintendent materially breaches the terms of this Contract or has neglected to perform his duties under this Contract, or has committed any acts which may constitute cause as set forth in Education Code section 44932, this Contract may be terminated. Prior to exercising this option, the Board shall give the Superintendent written notice of its intention, with a statement of the specific acts or omissions that give rise to the proposed action. No action shall be taken on a proposed

termination for material breach until the Superintendent has had an opportunity to meet with the Board in closed session to be heard by way of explanation or defense. Any decision to terminate for material breach shall be effective upon the date determined by the Board.

8.6 Unilateral Termination by Board. This Contract may be terminated without cause. If the Board elects the option to terminate this Contract without cause, then Superintendent shall receive Superintendent's regular Superintendent's salary for the remainder of the Term, or twelve 12 months, whichever is less, and shall additionally be entitled to the health insurance benefits Superintendent has elected for the same period of time. For purposes of this paragraph, the term "salary" shall include only the Superintendent's regular monthly base salary (sections 3.1 and 3.2 above) and shall not include the value of any other stipends, reimbursements or benefits received under this Contract. Such termination payments shall be paid on the same installment basis as the Superintendent's current salary unless both parties have mutually agreed to another form of compensation payments. However, if Superintendent is reemployed in a Superintendent or Assistant Superintendent position at any time during the twelve (12) month time period, Superintendent shall receive a monthly sum equal to the difference between the Superintendent's gross monthly salary at the salary rate in effect during his last month of service and the amount the Superintendent earns subsequent to the effective date of termination.

8.6.1 The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Contract cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this unilateral termination by the Board without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract 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 as set forth in Government Code section 53260, et seq.

8.6.2 All payments made pursuant to this section shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. Payments made pursuant to this section shall be considered as final settlement pay; accordingly, no payments made pursuant to this section shall constitute creditable service or creditable compensation for CalSTRS or retirement purposes and no deductions shall be made for retirement purposes.

8.7 Unilateral Termination by Superintendent. Should Superintendent choose to voluntarily seek employment elsewhere during the term of this Contract, he will provide the Board with a minimum of thirty (30) days advance notice of his intention to do so, together with his reasons. Failure by the Superintendent to comply with this provision may, within the discretion of the Board, be deemed to be a material breach of this Contract within the meaning of Paragraph 8.5 above.

8.8 Should the Superintendent receive unsolicited offers of employment or requests to be a candidate for other employment, he shall immediately notify the Board if he intends to pursue these offers or requests prior to becoming a finalist for any position. Failure by the Superintendent to comply with this provision may, within the discretion of the Board, be deemed to be a material breach of this Contract within the meaning of Paragraph 8.5 above.

8.9 Termination For Inappropriate Fiscal Practices: Notwithstanding any other provision of this Contract 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 according to the provisions of Government Code section 53260, and the Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement.

8.10 Termination For Abuse Of Office: Notwithstanding any other provision of this Contract, and as mandated by Government Code section 53243 et seq., if the Superintendent is convicted of a crime constituting "abuse of office," the Superintendent shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement).

9. Indemnification

In accordance 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 in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, the District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity or in Superintendent's official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Contract and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Contract.

10. Expenses

10.1 District shall promptly reimburse Superintendent for all reasonable expenses incurred by the Superintendent in connection with District business so long as such expenses are permitted by Board Policy ~~(B.P.)~~ 3350 or incurred with prior approval of the Board. The Superintendent's expense claim shall be supported by appropriate written documentation verifying the contents of the expenditure prior to the Board's authorization for reimbursement.

10.2 District and Superintendent agree to meet and confer throughout the school year regarding the Superintendent's participation in professional associations, e.g., Association of California School Administrators (ACSA) or other similar organizations and payment of membership dues or civic responsibility expenses, e.g., Rotary or other similar organizations.

11. Safety. In the event of public controversy or threats, if the Board or the Superintendent deems it necessary, the Board will at District expense provide appropriate security measures for the safety of the Superintendent and Superintendent's family. In making this determination and in order to assist the Board, the Board may work with local law enforcement officials to conduct a threat assessment.

12. Conflict of Laws. This Contract shall be governed by the laws of the State of California, the regulations of the State Board of Education, and the rules, regulations, and policies of the District.

13. Integration. This Contract contains the entire Contract of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

14. Severability. If one or more of the provisions of this Contract are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Contract.

15. Modification. No change or modification of the terms or provisions of this Contract shall be deemed valid unless set forth in writing and signed by both parties.

16. Construction of Contract. This Contract will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Contract, neither this Contract nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Contract), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

17. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

18. Headings. The headings of sections of this Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Contract

19. Attorney Fees. In the event of any action or proceeding to enforce or construe any of the provisions of this Contract, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

20. Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

21. Assignment. Since this Contract is for the employment of Superintendent and Superintendent's specific knowledge of talents, both parties acknowledge that neither party shall assign this Contract or any interest therein. Any such attempt to assign this Contract is null, void and of no effect.

22. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

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

24. Independent Review. The Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Contract, and the consequences thereof, including tax and retirement consequences. The Superintendent acknowledges that the terms of this Contract have been read and fully explained to him by his representative(s) and that those terms are fully understood and voluntarily accepted.

25. Binding Effect. This Contract shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

26. Savings Clause. If any provision of this Contract or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Contract that can be given effect without the invalid provisions or applications and the provisions of this Contract are declared to be severable.

27. Public Record. The parties recognize that, once final, this Contract is a public record and must be made available to the public upon request.

28. This Contract and the rights and obligations of the parties shall be specifically governed by and construed in accordance with Government Code section 3511.2 with regard to any automatic renewals of or cash settlements related to this Contract.

29. Pursuant to Government Code section 53243, any salary received by the Superintendent while on paid leave pending an investigation shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his office or position.

30. Tax/Retirement/STRS Consequences. Notwithstanding any other provision of this Contract, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Contract. The Superintendent shall assume sole liability for all state, federal or employment tax consequences and shall defend and indemnify the District from all such consequences to the extent permitted by law.

31. This Contract was ratified by the Board of Trustees at its Board meeting on June 28, 2022.

Dated: June 28, 2022

President, Governing Board

Dated: June 28, 2022

Clerk of the Board of Education

Dated: June 28, 2022

Superintendent

Approved on this 28th day of June 2022 in Livermore, California by the following vote:

AYES: Bueno_____Prusso_____Guzmán_____Wang_____White_____

NOES: Bueno_____Prusso_____Guzmán_____Wang_____White_____

ABSTENTIONS: Bueno_____Prusso_____Guzmán_____Wang_____White_____

ABSENT: Bueno_____Prusso_____Guzmán_____Wang_____White_____