

Livermore Valley Joint Unified School District  
Employment Agreement for Assistant Superintendent of Business Services

This agreement (“Agreement”) is entered into the 30th day of July 2024, by and between the Livermore Valley Joint Unified School District (“District”) and Kayla Wasley, Assistant Superintendent of Business Services (“Assistant Superintendent”).

1. Term

The District hereby employs the Assistant Superintendent for a term of two years and ten months, commencing August 21, 2024, and ending June 30, 2027, subject to the terms and conditions hereafter set forth.

1.1 The first year of this agreement (2024-2025) shall be from August 21, 2024, through and including June 30, 2025; thereafter, each year of this agreement shall be from July 1 through the following June 30.

1.2 Upon receipt of a satisfactory annual evaluation for 2024-2025 as provided in paragraph 6 of this Agreement, the Board of Trustees of District (“Board”) shall take action to extend the term of this Agreement by one (1) year, thereby making the term of the Agreement three (3) years, to run from July 1, 2025 through June 30, 2028.

2. Duties and Responsibilities

Job duties are pursuant to the Board adopted job description for Assistant Superintendent of Business Services.

3. Salary

3.1 The Assistant Superintendent’s annual salary for the 2024-2025 year shall be two hundred seventy-six thousand, ninety-eight dollars (\$276,098). The work year for the Assistant Superintendent shall be 260 days, inclusive of vacation and holidays. The annual salary shall be payable in twelve (12) equal monthly installments on the last day of each month. When only a portion of any month or year is served, the Assistant Superintendent’s salary shall be prorated to reflect such service.

3.2 Any adjustment in salary during the life of this Agreement shall be in the form of an amendment, and shall become a part of this Agreement. It is provided, however, that by so amending this Agreement, it shall not be considered that the District has entered into a new contract with the Assistant Superintendent, or that the termination date of this Agreement has been extended.

- 3.2.1 Commencing with the 2024-2025 school year, the Assistant Superintendent shall receive the same percentage salary increase or decrease as granted to members of the Leadership Management Association (LMA) Team for the duration of this Agreement.
- 3.2.2 Upon a satisfactory evaluation, the Assistant Superintendent may be eligible for a step increase up to 2.5%, unless Step or Column are frozen by the District for the LMA and Certificated employees or the Board orders otherwise. The Assistant Superintendent shall be eligible for five (5) step increases. All step increases require Board approval.
- 3.2.3 The Assistant Superintendent shall receive the same stipend for earned Masters and/or Doctorate degrees as other members of the LMA.

#### 4. Benefits

- 4.1 The District shall provide the Assistant Superintendent, at the District's expense, a term life insurance policy with a face amount of \$200,000 payable to the beneficiary designated by the Assistant Superintendent.
- 4.2 Except as specifically modified by this agreement, the Assistant Superintendent shall receive health benefits as provided to other members of the LMA. The Assistant Superintendent must maintain health coverage at all times and if they do not choose District sponsored health coverage, they must have on file a statement of coverage by another health coverage provider.
- 4.3 The Assistant Superintendent shall be eligible for retiree health benefit coverage under the terms and conditions set forth in the negotiated agreement between the District and the LMA for Management employees of the District, and the conditions set forth below in this paragraph.
  - 4.3.1 The Assistant Superintendent shall not be eligible for retiree benefits under the LMA agreement if employment as Assistant Superintendent is terminated for breach of Agreement (paragraph 9.4 herein).
  - 4.3.2 The Assistant Superintendent shall be eligible for retiree benefits under the LMA agreement if they actually retire following employment with the District. Should the Assistant Superintendent become employed by another public educational entity following cessation of employment with the District, they shall not be eligible to receive or continue to receive the retiree benefits provided herein. If the LMA Agreement is later modified, the retiree benefits under this section are also modified.
- 4.4 The District shall reimburse the Assistant Superintendent for reasonable, actual, and necessary expenses incurred within the scope of their employment, in accordance with Board Policy and as approved by the Board within the budget.

## 5. Work Year, Vacation, and Sick Leave

5.1 The Assistant Superintendent shall serve as a full-time employee of the District based on rendering twelve (12) months of full and regular service to the District during each annual period covered by this Agreement and shall be entitled to twenty-seven (27) days of paid vacation during each subsequent year of this Agreement, subject to the Vacation Cap – No Additional Accrual Policy set forth below.

5.1.1 Vacation Cap - No Additional Accrual Policy – At any time during the duration of this contract, the Assistant Superintendent has earned, but unused, fifty-four (54) days of paid vacation, the Assistant Superintendent shall not be eligible to accrue any additional vacation time. It is the intent of the parties to establish a vacation cap of fifty-four (54) days and to not allow at any time during the duration of this Agreement, the accrual of unused vacation time in excess of fifty-four (54) days.

5.1.2 If this Agreement is terminated or expires before all earned and accrued vacation is taken, the Assistant Superintendent, Business Services shall be entitled to receive compensation at the per diem rate based on their then current salary.

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

5.3 The Assistant Superintendent shall be entitled to twelve (12) working days of sick leave each year of this Agreement which may be accumulated from year-to-year.

## 6. Evaluation

The performance of the Assistant Superintendent shall be annually evaluated in writing based upon the duties and responsibilities referenced in this Agreement and other criteria as established by the Superintendent. The evaluation shall include written recommendation as to areas of improvement in all instances where the Superintendent deems it to be necessary and appropriate and shall provide an overall rating of levels of performance from excellent to unsatisfactory.

## 7. Termination

### 7.1 Mutual Agreement

This Agreement may be terminated at any time by mutual written consent of the parties.

## 7.2 Breach of Agreement

If the Assistant Superintendent materially breaches the terms of the Agreement or has neglected to perform their duties under this Agreement, the Agreement may be terminated. Prior to exercising this option, the Board shall give the Assistant 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 Assistant Superintendent has had an opportunity to meet with the Board to be heard by way of explanation or defense. Such meeting shall be in closed session. The Assistant Superintendent may be represented by counsel at that meeting at their own expense. Any decision to terminate for material breach shall be effective upon the date determined by the Board.

## 7.3 Unilateral Termination by the Board

- 7.3.1 The Board may, at its option, unilaterally terminate this Agreement without cause.
- 7.3.2 If such a unilateral termination occurs at any time during which the term of this Agreement is less than three (3) years (see paragraph 1 herein), the following terms shall apply: If the remaining term of the Agreement is less than twelve (12) months, the Board shall within thirty (30) days pay the Assistant Superintendent the salary of the remaining term of the Agreement. If the unexpired term equals or exceeds twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary multiplied by twelve (12). Such settlement shall not include non-cash items.

## 7.4 Unilateral Termination by the Assistant Superintendent

- 7.4.1 Should the Assistant Superintendent choose to voluntarily seek employment elsewhere during the term of the Agreement, they will provide the Superintendent with advance notice of their intention to do so, together with their reasons. Failure by the Assistant Superintendent to comply with the provision may, within the discretion of the Board, be deemed to be a material breach of paragraph 7.4 herein.
- 7.4.2 The Assistant Superintendent may, at their option, unilaterally terminate this Agreement by giving at least ninety (90) calendar days' notice to the Superintendent unless otherwise mutually agreed to by the parties.

## 7.5 Termination for Cause

- 7.5.1 If the Board determines that Assistant Superintendent has materially breached the terms of this Agreement or has neglected to perform the

duties under it, the Board may initiate termination for cause proceedings against Assistant Superintendent. For purposes of this Agreement, "cause" shall exist if Assistant Superintendent: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement, Assistant Superintendent's job description, or lawful Board directives and/or policy; (3) exhibits misconduct or dishonesty in regard to Assistant Superintendent's employment; (4) breaches this Agreement; (5) is convicted of, or issues a "nolo contendere" plea to a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (6) engages in conduct that constitutes cause under Education Code sections 44932, 44933, or 44939; (7) exhibits less than satisfactory performance as established in a written evaluation; (8) commits any act causing the suspension or revocation of any credential held by Assistant Superintendent; or (9) is unable to perform the essential functions of the position of Assistant Superintendent, with or without reasonable accommodation. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder.

If cause exists, the Board shall meet with Assistant Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports termination. If the Assistant Superintendent disputes the charges, Assistant Superintendent shall then be entitled to a conference before the Board in closed session. Assistant Superintendent and the Board shall each have the right to be represented by counsel at their own expense. Assistant Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents Assistant Superintendent believes are relevant to 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 materials presented, decides to terminate this Agreement, it shall provide Assistant Superintendent with a written decision. The decision of the Board shall be final. Assistant Superintendent's conference before the Board shall be deemed to satisfy Assistant Superintendent's entitlement to due process of law and shall be Assistant Superintendent's exclusive right to any conference or hearing otherwise required by law. Assistant Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Superintendent's administrative remedies and then authorizes Assistant Superintendent to contest the Board's determination in a court of competent jurisdiction.

## 7.6 Termination for Inappropriate Fiscal Practices

- 7.6.1 Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud,

misappropriation of funds, or other illegal fiscal practices, then the Board may terminate Assistant Superintendent without cause and Assistant 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). Assistant Superintendent shall be required to reimburse the District for any cash or salary payments made after termination of this Agreement if they is determined to have engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

8. Liability Insurance and Indemnification

As required by Government Code section 995, upon request of Superintendent, the District shall defend and indemnify Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Assistant Superintendent, in the Assistant Superintendent's individual official capacity as an agent and employee of the District, on account of an act or omission in the scope of Assistant Superintendent's employment, to the extent required by law.

As required by Government Code section 995, upon request of Superintendent, the District shall defend and indemnify Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Assistant Superintendent, in the Assistant 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 Assistant Superintendent's employment, to the extent required by law.

Professional liability and error and omissions coverage with at least one million dollars (\$1 million) per occurrence shall be provided to the Assistant Superintendent by the Board.

9. Abuse of Office Provisions

In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should Assistant 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 Assistant Superintendent if Assistant Superintendent is convicted of a crime involving an abuse of the office or position. In addition, if the District funds the criminal defense of Assistant Superintendent against charges involving abuse of office or position and Assistant Superintendent is then convicted of such charges, Assistant Superintendent shall fully reimburse the District all funds expended for Assistant Superintendent's criminal defense.

10. 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 Assistant Superintendent or any designated beneficiary, heirs, administrators, executors, successors or assigns of Assistant Superintendent. Assistant Superintendent shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Assistant Superintendent agrees to defend, indemnify, and hold the District harmless from all such tax and retirement consequences. Assistant Superintendent further declares that, prior to signing this Agreement, Assistant 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.

11. General Provisions

11.1 Governing Law

This Agreement, and the rights and obligations of the parties, shall be governed and construed in accordance with the laws of the State of California.

11.2 Agreement

This Agreement contains the entire agreement and understanding between the parties. It supersedes and replaces any prior agreement between the parties. There are no oral understandings, terms, or conditions, and neither party has relied on any representations, express or implied, not contained in this Agreement.

11.3 Amendment

This Agreement may be amended at any time during the term of this Agreement. However, such amendment shall be in writing and is effective only with the mutual written consent of the Assistant Superintendent and the Board.

11.4 Severability

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

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Torie F. Gibson, Superintendent

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
Kayla Wasley, Assistant Superintendent of  
Business Services

PASSED AND ADOPTED BY the Governing Board of the Livermore Valley Joint Unified School District on this 30th day of July 2024, by the following vote:

AYES: Prusso\_\_\_\_\_Wang\_\_\_\_\_Bueno\_\_\_\_\_Drouin\_\_\_\_\_Guzmán\_\_\_\_\_

NOES: Prusso\_\_\_\_\_Wang\_\_\_\_\_Bueno\_\_\_\_\_Drouin\_\_\_\_\_Guzmán\_\_\_\_\_

ABSTENTIONS: Prusso\_\_\_\_\_Wang\_\_\_\_\_Bueno\_\_\_\_\_Drouin\_\_\_\_\_Guzmán\_\_\_\_\_

ABSENT: Prusso\_\_\_\_\_Wang\_\_\_\_\_Bueno\_\_\_\_\_Drouin\_\_\_\_\_Guzmán\_\_\_\_\_