Ventura Unified School District
Employment Agreement For
Assistant Superintendent,
Educational Services

This Agreement is entered into as of this 9th day of August 2022 between the Board of Trustees (hereinafter "the Board"), of, and on behalf of, the Ventura Unified School District (hereinafter "the District"), and Greg Bayless (hereinafter "the Assistant Superintendent, Educational Services"), and constitutes a bilateral and binding Agreement between the parties.

1. Term: The District hereby employs the Assistant Superintendent, Educational Services for a period beginning on August 1, 2022 through June 30, 2025. (Unless otherwise terminated earlier as set forth in Section 8 "Termination of Employment")

   The Assistant Superintendent, Educational Services shall render twelve (12) months of full and regular service to District during each contract year (July 1-June 30) he is employed by the District, except for the first year that will commence on August 1, 2022, consisting of two hundred twenty-four (224) working days per contract year. The daily rate for the purpose of prorating the annual salary provided for in the Contract shall be $823.78 ($184,527/224 work days).

2. Duties: The Assistant Superintendent, Educational Services, is employed to perform the duties prescribed by the policies and regulations of the District and as set forth in the position description and such other duties as may be assigned by the Superintendent.

3. Salary: The annual salary of the Assistant Superintendent, Educational Services shall be $184,527.00 per year payable in twelve (12) equal installments on the last day of each calendar month. The Assistant Superintendent, Educational Services will receive at a minimum any bonuses, stipends, longevity and salary adjustments awarded to district administrators. The parties hereto reserve the right to modify this Agreement by changing salary in such a manner as may be mutually agreed upon for or during any or all of the years included in the terms of the Agreement.

4. Work Days/Vacation: The Assistant Superintendent, Educational Services work year shall be 224 days. The Assistant Superintendent, Educational Services shall be required to render twelve (12) months of full and regular service to the District during each school year, except that he shall be entitled to twenty-two (22) days of annual vacation with pay. The Assistant Superintendent, Educational Services shall not carry over more than twenty-nine (29) accrued and unused days of vacation at the end of each contract year during the term of this Agreement. The Superintendent may insist on the Assistant Superintendent, Educational Services taking all or a portion of vacation in the event of excess accumulation. In the event vacation is not taken during the school year in which it is granted, it may only be accumulated to a total of forty (40) days. Upon accruing forty (40) earned and unused vacation days, Assistant Superintendent, Educational Services shall not accrue any further vacation days unless and until the number of accrued days falls below forty (40). In the event of expiration or termination of this Agreement, Assistant Superintendent, Educational Services shall be entitled to compensation for accrued and unused vacation at the salary rate effective during the last year of the Agreement.

Annual vacation is accrued upon commencement of services at the beginning of a school year. If service for the full school year is not performed, Assistant Superintendent, Educational Services shall only receive that number of vacation days which is proportional to the number of months of the school year served. If Assistant Superintendent, Educational Services has taken vacation days in excess of that proportion, Assistant Superintendent, Educational Services hereby consents to an offset on his final paycheck representing the amount of the excess vacation days used.

Other paid leave (e.g. sick leave) shall be granted to the Assistant Superintendent, Educational Services on the same basis as it is granted to the other administrators of the District.

5. Fringe Benefits:

   a. Health and Welfare Benefits: All Health and Welfare benefits accorded other management employees of the District shall be full paid for the Assistant Superintendent, Educational Services and his family as defined by the benefit package for all employees.

   b. Professional Dues: Upon approval by the Superintendent, the District shall pay for the cost of professional subscriptions, memberships, and attendance at appropriate meetings and conferences.

6. Evaluation: The Superintendent shall evaluate the performance of the Assistant Superintendent, Educational Services at least once each year during the term of this Agreement. Such evaluation and assessment shall be directly related to the duties described herein in Section 2 Duties referenced above, and the goals and objectives for the year in question.

7. Renewal of Agreement: The Agreement shall be extended for a period of one year on the same terms and conditions set forth herein unless the Superintendent gives the Assistant Superintendent, Educational Services, written notice of his decision not to so extend this agreement on or before June 30 of the second year under this agreement.

8. Termination of Employment: This Agreement may be terminated for the following reasons:

   a. Mutual Consent: This Agreement may be terminated at any time by mutual consent of the Superintendent and Assistant Superintendent, Educational Services upon thirty (30) days prior written notice.

   b. Assistant Superintendent Educational Services: Assistant Superintendent, Educational Services may terminate his obligations under this Agreement by giving the Superintendent sixty (60) days written notice of his resignation or retirement.

   c. Incapacity/Disability: In the event the Assistant Superintendent, Educational Services is unable to serve in his position due to any physical or mental condition, this Agreement may be terminated by recommendation of the Superintendent and action by the Governing Board upon sixty (60) days' notice. The Assistant Superintendent, Educational Services' disability/incapacity shall be determined by a District selected physician.

   d. Death: In the event of Assistant Superintendent, Educational Services' death, this Agreement shall be deemed terminated.

e. Termination for Cause: The Superintendent may terminate Assistant Superintendent, Educational Services for good cause including, but not limited to: (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 lawful directives; (3) material breach of this Agreement; (4) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) occurrence of any event which would justify dismissal of a tenured teacher as set forth in Education Code section 44932; or (6) the failure or inability of Assistant Superintendent, Educational Services to adequately perform any duties required under this Agreement, including but not limited to failure to meet the written goals and objectives pursuant to Section 2 in a timely or diligent manner.

f. Termination without Cause: The Superintendent may unilaterally terminate this Agreement without cause at any time. If this Agreement is terminated, Assistant Superintendent, Educational Services shall receive a lump sum payment of an amount equal to the monthly base salary of the Assistant Superintendent, Educational Services multiplied by the number of months left on the unexpired term of the contract. If the unexpired term of the contract is greater than six (6) months, the maximum cash settlement shall be an amount equal to the monthly base salary for the Assistant Superintendent, Educational Services multiplied by six (6). The parties specifically agree that all such payments will comply with California Government Code§§ 53260(a) and (b).

9. Settlement Parameters: If this agreement is terminated prior to the stated expiration date and if the parties negotiate a settlement thereunder, any such settlement shall be limited as follows:

a. The maximum cash settlement shall not exceed an amount equal to the Assistant Superintendent, Educational Services monthly salary times the remaining months of the Agreement term or six (6) months whichever is the lesser.

b. Health benefits, if part of a settlement, shall not be continued beyond the same date as the cash settlement pursuant to paragraph (a) or until the employee finds other employment, whichever occurs first.

c. This section shall not be interpreted or implied to require any settlement. The parameters herein are maximums and do not establish in any way the terms of a settlement, if any, except to set outside limits pursuant to law.

10. Effect of Abuse of Office Conviction: Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et. seq., in the event the Assistant Superintendent, Educational Services is convicted of a crime constituting "abuse of office," Assistant Superintendent, Educational Services shall reimburse the District to the fullest extend mandated by law (e.g. paid leave, criminal defense expenses, or any cash settlement.) In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et. seq.

11. Entire Agreement: This document constitutes the entire Agreement between the parties. No amendment or waiver of this Agreement or any provisions herein shall be effective unless in writing signed by all parts

12. Waiver: The written waiver by any part to this Agreement of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent or simultaneous breach.

13. Counterparts: If any provision of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement shall not be affected by such ruling or regulation and shall remain in full force and effect.

14. Savings Clause: If any provision of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement shall not be affected by such ruling or regulation and shall remain in full force and effect.

15. Amendment: Any amendment to this Agreement must be in writing and signed by the parties.

IN WITNESS HEREOF, we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

Dr. Antonio Castro, Superintendent
Ventura Unified School District

8/3/2022
Date

I hereby accept this contract of employment and agree to comply with its terms and conditions and to fulfill all of the duties of the Ventura Unified School District Assistant Superintendent, Educational Services.

Dr. Greg Bayless
Assistant Superintendent, Educational Services

8/3/2022
Date