



# *Vista Del Mar Union School District*

Vista de Las Cruces School

9467 San Julian Road • Gaviota, California 93117

(805) 686-1880 • FAX (805) 686-8536

## **Short-Term At-Will Employment Agreement**

This Employment Agreement (the “Agreement”) is made effective as of September 1, 2020 by and between Vista Del Mar Union School District (the “Employer”) and Elizabeth Willson (the “Employee”) (collectively referred to as the “Parties”).

The Parties agree as follows:

**1. EMPLOYMENT DUTIES/TERM:** Employer shall employ Employee in the position of *Interim Business Manager*. Other duties as deemed necessary by the District Governance Team and/or the Superintendent may be assigned to the Employee from time to time.

The maximum term of this employment contract will not exceed twenty (20) days of service (or the equivalent of no more than \$10,000.00 at a daily rate of \$500.00) during the dates from the commencement of the contract through June 30, 2021. The Parties may (through formal reapproval of the agreement) add no more than five (5) additional days under identical terms if deemed necessary by the Parties.

The Parties agree that this position is “at-will” and can be terminated by Employee or Employer at any time.

**2. EMPLOYEE COMPENSATION/BENEFITS:** For services provided, Employer will pay Employee the salary of \$500.00 per/day. All salary will be paid in accordance with Employer’s monthly payroll procedures.

No vacation or paid time off or health benefits will accrue during this scope/time of employment.

**3. EXPENSES:** Employer will reimburse Employee for reasonable expenses incurred by Employee in the performance of his duties upon approval of the Superintendent. Reimbursement will be handled in accordance with Employer’s normal practices and policies.

**4. CONFLICTING EMPLOYMENT:** Employee and employer recognize that this is a limited term agreement which may have periods where the employee is not required to perform services for the employer. Both parties agree that during the term of this agreement the employee may engage in other employment, consulting or other business activity during those periods of time when the employer does not require services of the employee.

**5. CONFIDENTIALITY:** Employee acknowledges that he/she may have access to the Employer's confidential and proprietary information. Such confidential information may include, without limitation, i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) other such information as the Employer may designate as confidential ("Confidential Information"). Employee agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the termination of employment, unless Employer grants express, written consent of such a disclosure. In addition, Employee will use his/her best efforts to prevent any such disclosure. Confidential information will not include information that is in the public domain unless such information falls into public domain through Employee's unauthorized actions.

**6. OTHER RULES AND POLICIES:** Employee agrees to abide by any other rules, policies or procedures as communicated by Employer that are generally applicable to employees of Employer.

**7. TERMINATION:** This is an "at-will" employment relationship and may be terminated by either Employer or Employee at any time (except for terminations that would be in violation of federal or state law).

**8. RETURN OF PROPERTY:** Upon termination of employment, Employee will return to Employer all drawings, documents, and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, Employee will return any other property belonging to Employer including without limitation: computers, office supplies, money, and documents.

**9. CONTINUING OBLIGATIONS:** Notwithstanding the termination of Employee for any reason, the provisions of paragraph 5 and 8 of this Agreement will continue in full force and effect following such termination.

**10. BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**11. CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**12. WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**13. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If

any provision of this Agreement is deemed invalid or unenforceable by any statute, ordinance or court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**14. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Employee and Employer.

**15. NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

**Employer:**

Vista Del Mar Union School District  
9467 San Julian Road  
Gaviota, CA 93117

**Employee:**

Elizabeth Wilson  
253 Silver Oak Drive  
Paso Robles, Ca 93446

Either party may change such addresses from time to time by providing notice as set forth above.

**16. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**[The remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**VISTA DEL MAR UNION SCHOOL DISTRICT:**

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(Signature)

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(Name – Please Print)

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(Position/Title)

**Elizabeth Wilson:**

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(Signature)