

**EMPLOYMENT CONTRACT
BETWEEN
BRIAN BOYER
AND THE BOARD OF TRUSTEES OF
THE
RICHMOND ELEMENTARY SCHOOL DISTRICT OF
THE COUNTY OF LASSEN, CALIFORNIA**

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into on May 9, 2024, by and between the Board of Trustees of the Richmond Elementary School District (hereafter referred to as "Governing Board," "Board," or "District,") and Brian Boyer (hereafter referred to as "Superintendent/Principal") (collectively referred to as the "Parties"). This Contract supersedes any and all other agreements, oral or written, between the Parties as of the date of the commencement of the term of this Contract.

NOW, THEREFORE, the District and Superintendent/Principal, for the consideration herein specified, agree as follows:

I. TERM

The District, in consideration of the promises by Superintendent/Principal herein contained, agrees to employ, and Superintendent/Principal hereby accepts employment as, District Superintendent/Principal of the Richmond Elementary School District for a term of two (2) years commencing July 1, 2024, and ending June 30, 2026. If the Superintendent/Principal receives an evaluation for the 2025-2026 school year of "progressing acceptably" or better overall, and the contract is not otherwise terminated pursuant to any of the circumstances set forth in Paragraph XI, this term shall be extended for one (1) additional year ending June 30, 2027.

II. COMPENSATION

- A. Effective July 1, 2024 through June 30, 2025, Superintendent/Principal's annual salary shall be \$100,000. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate.

Effective July 1, 2025 through June 30, 2026, Superintendent/Principal's annual salary shall be \$120,000. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate.

This annual compensation is inclusive of, and no additional compensation shall be paid for, advanced degrees, mileage (within 100 miles radius of the District Office), employee portion of STRS, income protection, CSY or CISI, or any other membership if not explicitly stated in this contract.

- B. Commencing with the 2026-2027 school year, the Governing Board shall revisit this compensation term on or by June 30th and, in its sole discretion, may provide further compensation improvement to Superintendent/Principal based upon Superintendent/Principal's past performance to the District which is determined by a majority of the Board to merit compensation improvement.

- C. Each year of this Agreement, after its initial one-year term, the Superintendent/Principal shall receive a cost of living adjustment (COLA) equivalent to that which is approved for full-time teachers pursuant to any negotiated agreement with the Richmond Teachers Association (RTA).

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

Superintendent/Principal shall be the executive officer of the District and shall serve as secretary to the Governing Board. This Contract is subject to all applicable laws of the State of California and to the lawful rules and regulations of the California State Board of Education and the Governing Board of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Contract as though fully set forth herein. Superintendent/Principal shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out all directions of the Governing Board.

IV. HEALTH AND WELFARE BENEFITS

The District shall provide Superintendent/Principal with the same health and welfare benefits (including cap on District contributions) as are provided to fulltime employees of the District (health/dental/vision/life insurance).

V. ADMINISTRATIVE CREDENTIAL TRAINING PROGRAM

Superintendent/Principal intends to enroll, and as of the commencement of this Agreement, shall be enrolled in the [Shasta County Office of Education Administrative Credential Program] and successfully complete the program, with eligibility to attain a clear California Administrative Credential, on or by June 30, 2025. At the completion of each year of the program, on or by June 30th, Superintendent/Principal shall submit an invoice and receipts for the tuition and fees of the previous year's participation in the program, up to \$7000 per year, and the Board shall reimburse Superintendent/Principal such amount within forty-five (45) days of submission, so long as the Superintendent/Principal has remained a participant in good standing and has successfully completed the entire preceding year of the program. Should Superintendent/Principal resign or be terminated from his Superintendent/Principal position, with or without cause, prior to June 30, 2030, Superintendent/Principal shall reimburse the District for the sums paid Superintendent/Principal under this clause, prorated by one-seventh (1/7) of the total amount reimbursed for each full year of service performed.

VI. DUTY - NONDUTY DAYS AND OTHER BENEFITS

A. Full-Time Service

Superintendent/Principal shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract. The year is normally exclusive of Saturdays, Sundays, holidays, and non-duty days.

B. Holidays

Superintendent/Principal shall receive those holidays where the District office is closed for business.

C. Duty and Non-Duty Days

1. Superintendent/Principal shall perform 225 duty days of service. All other days, excepting approved leaves, holidays and weekends shall be non-duty days.
2. Non-duty days, if not "used," have no compensable value.

D. Illness Leave

Superintendent/Principal shall accrue illness leave at the rate of one (1) day per work month. This leave may accumulate without limit.

E. Other Leaves

District shall provide Superintendent/Principal with such other leaves as are provided by law.

VII. GOALS AND OBJECTIVES

- A. Not later than sixty (60) days after ratification of this Contract by the Board, Superintendent/Principal and the Governing Board shall establish District goals and objectives for the initial school year.
- B. For each successive year on this Contract, commencing not later than June 15 of each school year, Superintendent/Principal and the Governing Board shall establish District written goals and objectives for the following school year. These goals and objectives shall be among the criteria by which Superintendent/Principal is evaluated as hereafter provided.

VIII. EVALUATION

- A. Each school year, the Governing Board shall evaluate, in writing, the performance of Superintendent/Principal consistent with this Contract.
- B. The evaluation shall be related to the duties and responsibilities of Superintendent/Principal as set forth in Article III, the goals and objectives established by the Governing Board and Superintendent/Principal as set forth in Article VI, and applicable law and Governing Board policy.
- C. The final format, procedures, and goals of Superintendent/Principal's evaluation shall be established by the Governing Board with the collaboration of the Superintendent/Principal and shall include Superintendent/Principal's self-evaluation. The Governing Board may revise the format and procedure in subsequent school years. The Governing Board shall

provide Superintendent/Principal with a copy of the evaluation instrument and discuss with him/her the procedure to be used on or before September 1 of the school year in which Superintendent/Principal is to be evaluated.

D. The evaluation format shall be reasonably objective and may contain, but not limited to, the following evaluation areas:

- relationship with the Governing Board
- relationship with the community
- curriculum and instructional leadership
- business and operations services leadership
- staff and personnel relationships
- personal qualities and development
- educational results
- overall educational leadership

The evaluation format shall provide for a rating system such that the Governing Board, individually and collectively, may indicate whether the performance of Superintendent/Principal is:

- outstanding
- successfully completed
- progressing acceptably
- making little progress
- unsatisfactory

E. The Governing Board shall evaluate Superintendent/Principal in writing no later than May 31 of each full school year of the Contract. The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format. Superintendent/Principal shall remind the Governing Board of this requirement no later than the date of the last regular Governing Board meeting during the preceding March.

A copy of the written preliminary evaluation shall be delivered to Superintendent/Principal no later than June 10 of the school year in which the evaluation is made.

Before June 20 of the school year in which the evaluation is made, a meeting shall be held between Superintendent/Principal and the Governing Board to discuss the preliminary evaluation. Superintendent/Principal shall remind the Governing Board of this provision when the written preliminary evaluation is delivered to them pursuant to the preceding paragraph.

Based upon the Governing Board's meeting with Superintendent/Principal pursuant to the preceding paragraph, the Governing Board may modify the preliminary evaluation. In any event, a copy of the final written evaluation shall be delivered to Superintendent/Principal no later than June 30 of the school year in which the evaluation is made, and Superintendent/Principal shall have the right to make a written response to the final

evaluation.

- F. If a majority of the Governing Board determines that the performance of Superintendent/Principal is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where the Governing Board deems performance to be unsatisfactory.

IX. PROFESSIONAL GROWTH OF SUPERINTENDENT

- A. The District encourages the continuing professional growth of Superintendent/Principal through his/her participation in:
 - 1. The operations, programs and other activities conducted or sponsored by local, state, national school board, and/or administrator associations; •
 - 2. Seminars and courses offered by public or private educational institutions; and
 - 3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent/Principal to perform their professional responsibilities for District.
- B. In its encouragement, the District shall permit a reasonable amount of release time for Superintendent/Principal to attend such matters and shall pay in accordance with Board policy, necessary travel, and subsistence expenses. Superintendent/Principal shall file a travel reimbursement form with the Business Manager with applicable receipts attached.
- C. Superintendent/Principal shall, by September 1 of each year, prepare and present for approval by the Governing Board a plan for professional growth. Superintendent/Principal shall include a report of progress on this plan in the Superintendent/Principal's annual self- evaluation.

X. EXPENSE REIMBURSEMENT

A. General

Except for the items listed in Section II.A., the District shall reimburse Superintendent/Principal for all actual and necessary expenses incurred within the scope of employment. Reimbursement shall be in accordance with Board policy.

B. Transportation

Superintendent/Principal shall be reimbursed for mileage in accordance with Board policy for any travel outside of Lassen County.

C. Professional Organizations, Committees. Civic and Commonality Organizations

Subject to Board prior approval, the District shall pay membership fees for ACSA.

D. Outside Professional Activities

Superintendent/Principal may undertake work, speaking engagements, writings, lectures, or other professional duties and obligations for a fee, provided that these activities do not interfere with Superintendent/Principal's performance of duties required under this Contract and all such activities are undertaken at no expense to the District. The District will reimburse Superintendent/Principal for expenses and travel associated with similar activities, if Superintendent/Principal does not receive a fee for those activities and the Board determines, in advance, that such activities are of benefit to the District. In either event, Superintendent/Principal shall provide advance notice to the Governing Board of all such activities undertaken by Superintendent/Principal pursuant to this provision.

XI. TERMINATION OF EMPLOYMENT CONTRACT

This Contract may be terminated by:

- A. Mutual agreement of the Parties.
- B. Retirement of Superintendent/Principal.
- C. Physical or mental inability of Superintendent/Principal to perform Superintendent/Principal duties.
- D. Failure by Superintendent/Principal to maintain a valid California Administrative Credential.
- E. Termination for Cause
 - 1. In the event of termination for cause, which shall be defined as conduct that is seriously prejudicial to the District, this Contract may be terminated. This shall include, by way of illustration and not limitation, failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District, unprofessional conduct, incompetency, neglect of duty, or breach of this Contract. Determination of whether cause exists shall be in the sole discretion of the Board. The Board will not make this determination in an arbitrary or capricious manner.
 - 2. Prior to the Governing Board terminating the Contract for cause, if the identified cause is for incompetency, the Governing Board shall identify the specific areas of incompetency as part of the evaluation process identified in Paragraph VII - Evaluation and have given Superintendent/Principal a stated timeline to correct said areas.
 - 3. Should the Board elect to terminate this Contract prior to its expiration pursuant to

this section, the Governing Board shall notify Superintendent/Principal in writing. Upon request, the Governing Board shall serve on Superintendent/Principal a reasonably detailed statement of charges. Superintendent/Principal will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If Superintendent/Principal chooses to be accompanied by legal counsel at such hearing, Superintendent/Principal shall bear any costs therein involved. Such hearing shall be conducted in closed session. Superintendent/Principal shall be provided a written decision describing the results of the hearing.

F. Governing Board Option

Notwithstanding any other provision of this Contract, the Governing Board shall have the sole right, upon giving of at least sixty (60) days' notice, to terminate this Contract during its term. This option will not be exercised for a minimum of six (6) months from the time two (2) or more members who are new to the Board are seated after an election.

1. If the Governing Board terminates this Contract before its normal expiration, except pursuant to paragraphs A. through E. above, it shall pay Superintendent/Principal, commencing from date of notification, not more than six (6) months of salary and benefits, or for the number of months remaining on her/his contract with the District, whichever is less.

The actual amount to be paid shall be determined by the number of months remaining on the Contract, and the base annual salary paid in the last year of actual employment with the District.

2. If Superintendent/Principal is gainfully employed or commences drawing retirement benefits from a Retirement System during any portion of the time he/she is being compensated by the District pursuant to Paragraph F, such earnings shall reduce, on a dollar-for-dollar basis, the District's obligation under this section.

For each affected month during the period of time Superintendent/Principal is to be compensated by the District pursuant to Paragraph F, Superintendent/Principal shall provide the District with a statement of earnings, if any, which shall become a pro-rated offset against the District's monthly obligation under this section for the following month.

3. The compensation set forth in Paragraph F.1. above shall be the only compensation of any kind which shall be due to Superintendent/Principal upon termination of this Contract pursuant to Paragraph F.

G. Superintendent/Principal Option

Superintendent/Principal shall have the sole right, upon the giving of at least sixty (60) days' notice, to terminate this Contract during its term. Should Superintendent/Principal become a candidate for a position elsewhere during the term of this Contract, Superintendent/Principal shall advise the Governing Board of Superintendent/Principal's intention when

Superintendent/Principal becomes a finalist for any position.

XII. EXTENSION OF EMPLOYMENT CONTRACT

- A. If Superintendent/Principal's evaluation in any school year of this Contract is deemed as "progressing acceptably" or better in all areas by a majority of the Board as set forth in Article VII, Paragraph B, this Contract may be extended by the Board for whatever legal time is deemed appropriate by the Board.
- B. If the Contract is extended, this extension shall be confirmed publicly by the Board at the next regular Board meeting subsequent to this extension.
- C. If this Contract is extended by operation of this Article, this provision continues to apply to the Contract as extended.

XIII. RENEWAL OF EMPLOYMENT CONTRACT

- A. The Board shall decide and notify Superintendent/Principal, in writing, by March 15th of the closing year of this Contract, as to what extension, if any, will be offered to this Contract. Superintendent/Principal shall remind the Board of this requirement no later than the date of the last regular Board meeting the preceding January.
- B. In exercising this Paragraph, the Board, in its sole discretion, may opt to forgo the next annual evaluation set forth under Paragraph VII.

XIV. GENERAL PROVISIONS

- A. This Contract is the full and complete Contract between the Parties hereto, and it can be changed or modified only by writing, signed by the Parties or their successors in interest to this Contract.
- B. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal.
- C. This Agreement is binding on the heirs, administrators, successors, and assigns of the Parties hereto.
- D. Except as modified herein, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of Governing Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the Parties hereto.

BOARD OF TRUSTEES OF THE
RICHMOND ELEMENTARY SCHOOL DISTRICT

By: _____
Sadie Albonico, President of the Governing Board

Date: _____

By: _____
Nick McBride, Clerk of the Governing Board

Date: _____

I HEREBY ACCEPT this offer of employment and agree to comply with the conditions thereof and to fulfill all the duties of employment as Superintendent/Principal of the Richmond Elementary School District.

By: _____
Brian Boyer, Superintendent/ Principal

Date: _____

