

**TAHOE TRUCKEE UNIFIED SCHOOL
DISTRICT 11603 DONNER PASS ROAD
TRUCKEE, CA 96161**

EMPLOYMENT CONTRACT

This Contract is made and entered into, effective July 1, 2021, by and between the Board of Education of the Tahoe Truckee Unified School District [Board of Trustees] and Jorge Rojas, Director of Facilities Maintenance and Operations.

1. TERM

The Board of Trustees hereby employs Jorge Rojas, to serve as Director of Facilities Maintenance and Operations for a period of [1] year beginning July 1, 2021, and terminating on June 30, 2022.

The Director of Facilities Maintenance and Operations shall notify the Board of Trustees in writing a minimum of [30] days prior to accepting other employment or resigning from the District. The Director of Facilities Maintenance and Operations shall also notify the Superintendent Chief Learning Officer in writing within [2] days of his becoming aware that he has been selected as a finalist for a full time position with another public or private employer.

2. DUTIES

Jorge Rojas, agrees to serve, at the highest level of professional competence as the Director of Facilities Maintenance and Operations of the Tahoe Truckee Unified School District or in an equally responsible position. In said capacity, Jorge Rojas, shall, under the direction of the Superintendent Chief Learning Officer or his designee, perform all of the duties necessary or advisable to carry out the duties of Director of Facilities Maintenance and Operations, including the duties contained in the position description and subject at all times to applicable state and federal laws and by Board policies, rules, and regulations.

3. SALARY AND LONGEVITY

Beginning July 1, 2021, Jorge Rojas shall receive an annual salary of **\$153,679.00** Range 101/Step8 as outlined in the Management Salary Schedule payable in twelve [12] equal monthly installments and prorated for less than a full year of employment.

4. HEALTH, WELFARE, RETIRMENT & RETIREE BENEFITS

The Director of Facilities Maintenance and Operations shall be entitled to the same health, welfare and retirement benefits accorded to classified management employees of the District for the duration of this Contract. The 2021-2022 Health & Welfare Benefits Cap for Jorge Rojas is **\$14,100.00**.

5. WORK YEAR

The Director of Facilities Maintenance and Operations shall work 227 days over 12 months of full and regular service to the District during each annual period covered by this Contract. In addition, the Director of Facilities Maintenance and Operations shall be entitled pay for additional days at his

daily rate with prior approval of the Superintendent Chief Learning Officer or his designee. No later than July 15, 2021, and concluding June 30, 2022, the Director of Facilities Maintenance and Operations shall submit his proposed work year calendar to the Superintendent Chief Learning Officer or his designee for approval. Subsequent modifications to the calendar are subject to mutual agreement of the Director of Facilities Maintenance and Operations and the Superintendent Chief Learning Officer or his designee.

6. SICK LEAVE

The Director of Facilities Maintenance and Operations shall accrue sick leave at the rate of 12 days per contractual year, prorated for less than a full year of employment. Sick leave shall accumulate from year to year without limitation. The Director of Facilities Maintenance and Operations may transfer any accumulated sick leave days from another district as permitted by Education Code Section 44979. Upon termination or expiration of this Contract, the Director of Facilities Maintenance and Operations may transfer the accumulated and unused sick leave days to another school as permitted by Education Code Section 44979.

7. OTHER LEAVES

The Director of Facilities Maintenance and Operations shall be entitled to all other paid, non-discretionary leaves of absence authorized by the Education Code.

8. EVALUATION

The Executive Director of Business Services shall evaluate the Director of Facilities Maintenance and Operations performance in writing at least once a year during the term of this Contract. The evaluation shall be completed prior to June 30th of each year. The evaluation shall be based upon, but not limited to, the duties and responsibilities of the Director of Facilities Maintenance and Operations as set forth in this Contract and the performance objectives for the year in question. If the Superintendent Chief Learning Officer or his designee evaluates the performance as satisfactory, the contract will be extended an additional year.

9. AUTOMOBILE ALLOWANCE

The Director of Facilities Maintenance and Operations is required to possess and maintain an automobile for the performance of his duties including travel within the jurisdiction of the District. However, the Director of Facilities Maintenance and Operations shall not receive an automobile allowance for travel within the District each month as the automobile allowance has been permanently restructured into salary by the Governing Board pursuant to STRS Regulations, 5CCR 27400, which allowed for such restructure.

10. EXPENSE REIMBURSEMENT

The District shall reimburse the Director of Facilities Maintenance and Operations for all actual and necessary expenses incurred by him within the scope of his employment. Reimbursement shall be in accordance with Board Policy and practices. The Director of Facilities Maintenance and Operations shall provide expense records normally required for reimbursement. The Governing Board shall also pay or reimburse the reasonable and necessary travel out of District and other expenses pursuant to District policy for attendance at conferences, meetings or other events provided that the Director of

Facilities Maintenance and Operations has obtained prior approval of the Superintendent Chief Learning Officer or his designee for attendance at such events.

11. TERMINATION OF CONTRACT

This Contract may be terminated by any of the following events:

A. Mutual Consent

This Contract may be terminated at any time by mutual consent of the Board of Trustees and the Director of Facilities Maintenance and Operations up sixty [60] days prior written notice.

B. Termination for Cause

Employment status and all of Jorge Rojas's rights under this Contract may be terminated by the Board of Trustees upon [45] days written notice for breach of contract, any ground enumerated in the Education Code, or the failure to perform responsibilities as set forth in the Contract, as defined by law. The Board of Trustees shall not terminate this Contract pursuant to this paragraph until a written statement of the grounds for termination has first been served upon Jorge Rojas. Jorge Rojas, shall then be entitled to a conference with the Board of Trustees within ten [10] working days or respond in writing at which time Jorge Rojas, shall be given a reasonable opportunity to address the Board of Trustees concerns. Jorge Rojas, shall have the right to be represented at the conference with the Board of Trustees.

C. Termination without Cause

The Board of Trustees may terminate this Contract without cause upon [45] days written notice to the Director of Facilities Maintenance and Operations. Upon exercising its option under this subsection, the Board of Trustees shall pay salary and other benefits to the Director of Facilities Maintenance and Operations, pursuant to this paragraph, and shall advise the public and prospective employers that he was terminated under a provision of this Contract, which does not require cause.

If the Board of Trustees exercises its option to dismiss the Director of Facilities Maintenance and Operations without cause, the Director of Facilities Maintenance and Operations will be compensated up to one year's salary paid in twelve [12] monthly payments of an equal amount, if more than twelve [12] months remain on the term of this Contract. If less than twelve [12] months remain on the term, the Director of Facilities Maintenance and Operations will be compensated only up to the number of months remaining on the term. Said payments are to be made monthly and will cease on the occasion of the Director of Facilities Maintenance and Operations commencing comparable employment elsewhere if such employment commences before such payments would otherwise be completed. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for CalSTRS or CalPERS retirement purposes and no deductions shall be made for retirement purposes.

D. Abuse of Office

In accordance with Government Code section 53243.2 any severance payment to the Director of Facilities Maintenance and Operations shall be fully reimbursed to the District if the Director of Facilities Maintenance and Operations is convicted of any crime involving an abuse of his office or position with the District as defined by applicable law. The intent of this provision is solely to satisfy the requirements in Government Code section 53260-53264, and shall be interpreted consistently with these statutes.

12. PROFESSIONAL GROWTH

The Board of Trustees expects the Director of Facilities Maintenance and Operations to continue his professional development and to participate in relevant learning experiences. Prior approval of the Superintendent Chief Learning Officer or his designee will be required for professional development activities which involve expenses accrued by the District.

13. PROFESSIONAL MEMBERSHIP

The Director of Facilities Maintenance and Operations shall endeavor to maintain and improve his professional competence, by subscription to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local, state and national levels [The expense of such subscriptions, memberships including, but not limited to ACSA/CASBO dues shall be paid by the District with prior approval of the Superintendent Chief Learning Officer or his designee.] The District will contribute \$1,000.00 prorated for less than a full year of employment towards such subscriptions, periodicals and memberships to professional organizations with prior approval from the Superintendent Chief Learning Officer.

14. GENERAL PROVISION

A. Governing Law & Venue

This Contract, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that in the event of litigation, venue shall be the proper federal and state court.

B. Entire Contract

This Contract contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract.

C. No Assignment

The Director of Facilities Maintenance and Operations may not assign or transfer any rights granted or obligations assumed under this Contract.

D. Severability

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

E. Tax/Retirement/STRS Issues

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. The Director of Facilities Maintenance and Operations shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. The Director of Facilities Maintenance and Operations further declares that prior to signing this Agreement he apprised himself of relevant data and received independent advice and counsel regarding the state and federal tax consequences and the retirement consequences of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on June 23, 2021.

Governing Board, of and On Behalf of
Tahoe Truckee Unified School District
Truckee, California [Nevada County]

Kim Szczurek
President, Board of Education
Tahoe Truckee Unified School District

Carmen Diaz Ghysels
Superintendent Chief Learning Officer
Tahoe Truckee Unified School District

Jorge Rojas
Director of Facilities Maintenance and Operations
Tahoe Truckee Unified School District