

**Tahoe Truckee Unified School District  
11603 Donner Pass Road  
Truckee, California 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 Todd Rivera, Executive Director of Business Services.

**1. TERM**

The Board of Trustees hereby employs Todd Rivera to serve as Executive Director of Business Services for a period of [1] year beginning July 1, 2021, and terminating on June 30, 2022.

The Executive Director of Business Services shall notify the Board of Trustees in writing a minimum of [30] days prior to accepting other employment or resigning from the District. The Executive Director of Business Services shall also notify the Board of Trustees 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**

Todd Rivera agrees to serve, at the highest level of professional competence as the Executive Director of Business Services of the Tahoe Truckee Unified School District or in an equally responsible position. In said capacity, Todd Rivera 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 Executive Director of Business Services, 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, Todd Rivera shall receive an annual salary of **\$198,635.00** Range 3/Step 5 as outlined in the Executive Directors Salary Schedule payable in [12] equal monthly installments, prorated for less than a full year of employment.

**4. HEALTH, WELFARE, RETIREMENT & RETIREE BENEFITS**

The Executive Director of Business Services shall be entitled to the amount of health, welfare and retirement benefit costs accorded to executive management employees of the District for the duration of this Contract. The Health and Welfare Benefits Cap for Todd Rivera for the 2021-2022 School Year is **\$14,100.00**.

**5. WORK YEAR**

The Executive Director of Business Services shall work 225 days over 12 months of full and regular service to the District during each annual period covered by this Contract. In addition, the Executive Director of Business Services 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 Executive Director of Business Services 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 Executive Director of Business Services and the Superintendent Chief Learning Officer or his designee.

## **6. SICK LEAVE**

The Executive Director of Business Services 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 Executive Director of Business Services 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 Executive Director of Business Services may transfer the accumulated and unused sick leave days to another school as permitted by Education Code Section 44979.

## **7. OTHER LEAVES**

The Executive Director of Business Services shall be entitled to all other paid, non-discretionary leaves of absence authorized by the Education Code.

## **8. EVALUATION**

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

## **9. AUTOMOBILE ALLOWANCE**

The Executive Director of Business Services is required to possess and maintain an automobile for the performance of his duties including travel within the jurisdiction of the District. However, the Executive Director of Business Services 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 Executive Director of Business Services 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 Executive Director of Business Services 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 Executive Director of Business Services 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 Executive Director of Business Services up sixty [60] days prior written notice.

### **B. Termination for Cause**

Employment status and all of Todd Rivera'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 Todd Rivera. Todd Rivera shall then be entitled to a conference with the Board of Trustees within ten [10] working days or respond in writing at which time Todd Rivera shall be given a reasonable opportunity to address the Board of Trustees concerns. Todd Rivera 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 Executive Director of Business Services. Upon exercising its option under this subsection, the Board of Trustees shall pay salary and other benefits to the Executive Director of Business Services, 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 Executive Director of Business Services without cause, the Executive Director of Business Services 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 Executive Director of Business Services 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 Executive Director of Business Services 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 Executive Director of Business Services shall be fully reimbursed to the District if the Executive Director of Business Services 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 Executive Director of Business Services 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 Executive Director of Business Services 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.

**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 Executive Director of Business Services 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 Executive Director of Business Services shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. The Executive Director of Business Services 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, Nevada County California

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Kim Szczurek  
President, Board of Education

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

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Todd Rivera  
Executive Director of Business Services  
Tahoe Truckee Unified School District