

**Employment Agreement**  
**Between the Sierra-Plumas Joint Unified School District**  
**and**  
**Sean R. Snider**

This employment agreement (“Agreement”) is entered into between the Governing Board (“Board”) of the Sierra-Plumas Joint Unified School District (“District”) and Sean R. Snider (“Superintendent”) as of August 8, 2023.

1. Term

District employs Sean Snider as the District’s Superintendent commencing on September 1, 2023, and ending on June 30, 2025, unless such employment is terminated earlier or extended in accordance with the provisions of this Agreement.

2. Work Year and Hours of Work

Superintendent shall render twelve (12) months of full and regular service to District in the form of two hundred twenty (220) actual workdays during the fiscal year, inclusive of any paid sick days (see Section 8 of the Agreement, below). Prior to July 1 of each year of this Agreement, Superintendent shall submit a proposed calendar of their two hundred twenty (220) workdays to the Board for Board approval. It is understood that the demands of the position of Superintendent will require more than eight (8) hours per work day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

3. Compensation

Superintendent is employed as a full-time employee of District with an annual salary of One Hundred Sixty Thousand dollars (\$160,000.00). The annual salary shall be payable in installments of one-twelfth (1/12) of the annual salary on or before the last day of each month for services rendered during that month. The daily rate for the purpose of prorating the annual salary provided for in the Agreement shall be \$727.27.

The annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956(b). A change in salary during the term of the Agreement shall not, in and of itself, constitute the creation of a new agreement or extension of the Agreement.

4. Fringe Benefits

During Superintendent’s employment under the Agreement, Superintendent may select any medical, dental, and vision plan available to other certificated management employees within District. Superintendent shall be responsible for any employee contribution of the plan selected.

Superintendent is responsible for their share of contributions to CalSTRS.

#### 5. Work Related Expenses

District shall reimburse Superintendent for ordinary and necessary expenses incurred relative to employment as Superintendent, including mileage, consistent with Board policies, regulations, and guidelines applicable to other certificated management employees.

Superintendent shall provide a suitable automobile for transportation in the performance of their duties on school business within Sierra County. Superintendent shall receive Three Hundred Forty dollars (\$340.00) per month allowance for the purpose of maintaining the automobile.

If the Superintendent seeks to be reimbursed for the cost of traveling outside of Sierra County, such as for attending an out-of-district conference, the Superintendent shall obtain written approval from Board President before incurring the expense.

#### 6. Professional Dues and Professional Development

District shall pay the annual dues for Superintendent's membership of the Association of California School Administrators ("ACSA"), as well as 2-3 community service organizations (i.e., Rotary, Lions, etc.)

If requested by Board or at Superintendent's option, with Board approval, Superintendent shall participate in operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations at District expense.

#### 7. Technology Devices

At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which they have conducted any District business, regardless of whether the device is provided by District pursuant to the Agreement. This waiver permits Board or anyone authorized by Board to examine

the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

#### 8. Leaves

Superintendent shall accrue illness leave at the rate of one (1) day per month. Accrued, unused illness leave shall not be compensable upon separation.

Superintendent shall not accrue paid vacation and shall not receive paid holidays. The Parties expect that Superintendent will not schedule any of Superintendent's two hundred twenty (220) paid workdays on the same days as District-recognized holidays.

#### 9. General Duties

Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent agrees to be the Chief Executive Officer of District.

Superintendent agrees to perform, at the highest level of competence, all services, duties, and obligations required by (i) the Agreement, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate any of their duties to a responsible District employee unless otherwise prohibited by Board or any applicable law, Board rule, regulation, or policy.

Superintendent shall have primary responsibility for the management of all District affairs. In carrying out their duties, Superintendent shall provide educational leadership to District and make student learning and student success their highest priorities. Superintendent shall endeavor to maintain and improve their professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties whenever at least one district facility is open and Superintendent is unavailable. Superintendent shall notify Board President when doing so.

Superintendent shall carry out all lawful activities as directed by Board from time to time.

#### 10. Administrative and Board-Related Duties

Superintendent shall establish and maintain positive community, staff, and Board relations.

Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.

Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.

Superintendent shall have primary responsibility for the implementation of District policies. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification. Board retains primary responsibility for formulation of Board policies.

Superintendent shall be responsible for the development of administrative regulations required or necessary for the implementation of District policies, and shall place any new or modified administrative regulation on the agenda of a Board meeting for Board information and/or approval.

As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.

Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.

Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.

Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.

Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.

Superintendent shall have such other duties properly delegated to him or her by Board.

#### 11. Personnel Duties

Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and shall evaluate all cabinet members pursuant to their contracts and applicable Board policies and regulations.

Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.

As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. Superintendent shall also be responsible to periodically evaluate or cause to be evaluated all District employees.

Superintendent shall provide leadership and direction in negotiations with all labor groups.

#### 12. External Relation Duties

Superintendent shall represent District before the public, and shall develop and maintain public relations strategies and protocols as may be necessary to improve understanding and to keep the public informed about District activities, needs, and results.

Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.

Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 9 and 10 of the Agreement.

Superintendent shall regularly report to Board on all external relations activities.

### 13. Other Duties

In light of the unique nature of the professional duties of Superintendent, Superintendent shall receive, at district expense, a complete medical examination prior to February 15 of each year during the Agreement. The examination shall be conducted by a licensed physician selected by Superintendent. The written statement which shall be provided to Board shall be limited to the physician's determination of the continued fitness of Superintendent to perform the duties required under the Agreement, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Superintendent to submit to a fitness for duty exam at any time, or as otherwise permitted by law.

### 14. Licenses and Credentials

Superintendent is required to maintain a valid driver's license for California and have a vehicle available at all times to perform the duties of the position.

Superintendent shall furnish to District throughout the duration of this Agreement a valid and appropriate credential issued by the California Commission on Teacher Credentialing to act as an administrator in the District.

### 15. Evaluation

Board shall evaluate Superintendent in each year, utilizing the process set forth below.

Prior to December 1 of each year, Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Agreement, Board's strategic planning priorities and any other criteria chosen by Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by Superintendent.

Prior to January 1 of each year, Board shall, in writing, provide Superintendent with the evaluation instrument that Board will use to assess Superintendent's performance based on the goals and objectives established pursuant to the process above. The evaluation instrument shall include an overall job performance rating of "Exceeds Expectations," "Satisfactory," "Needs Improvement," and "Unsatisfactory."

Prior to April 1 of each year, Superintendent shall remind Board in writing of Board's evaluation obligations under the Agreement, and Superintendent and Board shall agree on dates for Superintendent's evaluation and the other steps of the evaluation process as described herein.

At a regularly scheduled Board meeting prior to May 31 of each year, Superintendent shall present Board with a report on the state of District.

Prior to June 1 of each year, Superintendent shall present Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.

Prior to June 30 of each year, and after receiving Superintendent's state of the District report and self-evaluation, each of the following shall occur:

- Each Board member shall individually complete the evaluation instrument;
- Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
- Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.

The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent.

Failure of Board to complete the evaluation process does not constitute a material breach of the Agreement and shall not result in the amendment or extension of the Agreement. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Section 16 of the Agreement.

#### 16. Agreement Renewal, Extension, or Termination

Upon the completion of a satisfactory annual performance evaluation, the length of the employment contract shall be extended by one (1) year. Should Board desire Superintendent to continue as Superintendent beyond the term of the Agreement, the Parties shall negotiate and execute a new agreement or an amendment to this Agreement to extend its term.

##### a. Agreement Non-Renewal

Should Board determine that it does not wish to negotiate and execute a new agreement at the end of the term of the Agreement, Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Agreement, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the automatic renewal provision in Education Code Section 35031 when Board fails to give the required notice. Rather, if Board fails to provide notice of non-renewal, the Agreement shall automatically renew, and its provisions shall be in effect for a period of one year.

Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Agreement, Superintendent shall, in writing, remind Board of Board's obligation to give written notice pursuant to Education Code Section 35031. Superintendent agrees that their failure to provide the reminder notice to Board shall invalidate the notice requirement under Education Code

Section 35031 and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031.

b. Termination for Cause

Notwithstanding any other provision of the Agreement, Superintendent may be terminated for cause prior to the expiration of the Agreement, for any of the following:

- Failure by Superintendent to possess or maintain a valid California Administrative Credential,
- Suspension or revocation of Superintendent's California Administrative Credential,
- Neglect of Duty,
- Physical or mental inability of Superintendent to perform their duties,
- Material breach of the Agreement,
- Superintendent interviews for any other position during the term of the Agreement and they fail to notify Board President within three days of the interview, or
- Any other legally permissible reason.

Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, 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 District, unprofessional conduct, or incompetence. Superintendent acknowledges that they are District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.

Prior to terminating Superintendent for cause, Board shall give Superintendent thirty (30) days written notice of its intention to terminate him or her for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.

Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Agreement shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further benefit

under the Agreement including, but not limited to, the benefits described in Section 4 of this Agreement, “Fringe Benefits,” inclusive.

A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

c. Termination Without Cause

Notwithstanding any other provision of the Agreement, Board shall have the sole right to terminate Superintendent without cause at any time before normal expiration of the Agreement. If Board so terminates Superintendent, it shall pay to Superintendent their base salary and medical/dental/vision and other benefits provided under the Agreement for either twelve (12) months or the number of months remaining on the Agreement, whichever is less. This compensation shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

d. Termination by Mutual Consent

Notwithstanding any other provision of the Agreement, Board and Superintendent may, by mutual consent, terminate the Agreement before its expiration.

If the Agreement is terminated by mutual consent of the Board and Superintendent, the maximum cash settlement that Superintendent may receive shall be either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Agreement or (ii) an amount equal to the monthly salary of Superintendent multiplied by twelve (12), whichever is less. Termination of the Agreement by mutual consent shall constitute a release of all claims Superintendent may otherwise have against Board or District. This paragraph is set forth herein because it is required by Government Code Section 53260(a), but the Parties agree that it shall be superseded by the termination for cause provisions set forth in Section 16(b) of this Agreement in the event that Superintendent is terminated for cause or by the limitations set for in Section 16(c) of this Agreement in the event that Superintendent is terminated without cause.

e. Termination by Death

The Agreement shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Agreement shall be deemed fully satisfied.

17. Fraud, Misappropriation of Funds, Illegal Fiscal Practices, or Abuse of Office

Pursuant to Government Code Section 53260(b), the Parties acknowledge and agree that the District shall not provide a cash or noncash settlement to Superintendent in any amount if the Board believes, and subsequently confirms, pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

If Superintendent is convicted of a crime involving abuse of their office, Superintendent shall reimburse District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code.



### 18. Liability for Taxes

Notwithstanding any other provision of the Agreement, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Agreement or any related agreement and agrees to indemnify and hold District harmless from such tax consequences.

### 19. General Provisions

The Agreement is the full and complete agreement between the Parties. Agreement can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval.

The Agreement contains the entire 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 the Agreement. The Agreement is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Agreement or to the relationship between Board and Superintendent.

The Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. The laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Agreement as though fully set forth herein.

The Agreement, 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 state or federal court serving Sierra County, State of California.

The Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Agreement, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

In the event of any action or proceeding to enforce or construe any of the provisions of the Agreement, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

If any portion of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Agreement.

20. Execution

This Agreement was approved by the Governing Board and became effective at the Board's August 8, 2023 regular Board Meeting upon a vote by the Governing Board in open session after an oral summary of the salary or salary schedule and fringe benefits as required by Government Code section 54953(c)(3).

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Date: \_\_\_\_\_

Kelly Champion, President, on behalf of  
Sierra-Plumas Joint Unified School District  
Governing Board

\_\_\_\_\_

Date: \_\_\_\_\_

Dorie Gayner, Clerk, on behalf of  
Sierra-Plumas Joint Unified School District  
Governing Board

\_\_\_\_\_

Date: \_\_\_\_\_

Sean Snider, Superintendent