Contract Between
Escalon Unified School District
and
Ricardo Chavez

This Employment Contract is made and entered into this 7th day of September, 2021, by and between the Governing Board of the Escalon Unified School District, hereafter referred to as "Board" or "District," and Ricardo Chavez, hereafter referred to as "Superintendent." Now therefore, District and Superintendent, for the consideration herein specified, agree as follows:

I. TERM

District, in consideration of the promises by Superintendent herein contained, agrees to employ, and Superintendent hereby accepts employment as District Superintendent of the Escalon Unified School District for a term commencing July 1, 2022 and ending June 30, 2025. This term may be extended pursuant to Articles VI(E) and (F) below.

II. COMPENSATION

The salary of the Superintendent shall be based on the most recent Board Approved Superintendent Salary Schedule. The starting salary shall be Step I of the Superintendent salary schedule for 226 days of service during the year 2022-2023; such salary shall be payable in twelve equal monthly installments, effective July 1, 2022.

A. The Superintendent salary schedule shall be a four-step schedule based on one step per year of service as Superintendent to the District. The most current salary schedule steps, as of September 2021, are as follows:

I	II	III	IV
$167,977	$173,638	$179,502	$185,566

B. The Superintendent shall receive the same anniversary increments of $2,000 as the certificated administrative staff for the 16th, 19th, 21st years of longevity.

C. If the Superintendent has a doctorate or earns one during the time he is employed by the District, then he shall receive a $2,000 stipend paid annually.

III. DUTIES

A. Executive Officer

Superintendent shall be the executive officer of the district and shall serve as secretary to the Board.

B. Duties

This contract is subject to all applicable laws of the State of California 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 herein set forth.

Superintendent shall perform all duties prescribed by said laws, rules, and regulations, and shall carry out all directions of the Board.

IV. FRINGE BENEFITS

A. Health and Welfare Benefits

The District shall contribute the sum of $1,050/month towards the Superintendent's health and welfare benefits that are available to district certificated employees. Upon retirement, the Superintendent shall receive the same options and allowances as other retired certificated employees to purchase insurance through the district. In addition, the Superintendent will receive the life insurance benefit provided to administrative employees.

B. Expense Reimbursement

The District shall reimburse the Superintendent for actual and necessary expenses incurred by him within the scope of his employment.

C. Membership and Dues

The District shall pay membership fees for the Superintendent in various professional organizations and committees and shall encourage the Superintendent to participate on professional committees. These shall include, but not be limited to, annual membership fees for Association of California School Administrators (ACSA) and such other memberships as may be approved by the Governing Board. The District will also provide a stipend for membership dues for participating in a local service organization.

D. Medical Examination

The District, at its expense, shall provide the Superintendent with a complete medical examination not less than once every two (2) years and no more often than once each year.

Any report of the medical examination shall be given directly and exclusively to the Superintendent. The Board shall be advised in writing by the examining physician of the Superintendent's continued physical fitness to perform his duties and such report shall be confidential.

V. DUTY/NON DUTY AND OTHER BENEFITS

A. Regular Service

Superintendent shall be required to render twelve months of full and regular service to the District during each annual period by this Agreement. The year is defined as 226 actual working days and is normally exclusive of Saturdays, Sundays, holidays, unless work on such days is otherwise approved by the Governing Board. The Superintendent shall not accrue any vacation time.

B. Sick Leave

Superintendent shall accrue illness leave at the rate of twelve (12) days per contract year. This leave may accumulate without limit.

C. Other Leaves and Benefits

District shall provide Superintendent with other leaves and benefits as are provided to other certificated employees as granted by law and Board policy.

D. Cell Phone

The District will provide the Superintendent with a cell phone for business purposes.

E. Computer

The District will provide the Superintendent with a laptop computer for business purposes that can be used at the district office or at the Superintendent's residence.

F. Credit Card

A District credit card is available for the Superintendent's use for purpose such as conferences for himself, Board members, teachers and other staff.

VI. EVALUATION

A. The Governing Board shall annually evaluate the performance of the Superintendent, and the working relations between the Superintendent and the Governing Board.

B. The evaluation format shall be reasonably objective and shall contain at least

the following evaluation areas;

* Board/Superintendent Relations
* Community Relations
* Staff and Personnel Relations
* Curriculum
* Business and Finance
* Personal Qualities

C. The evaluation format shall provide for a rating system such that the Board, collectively, may indicate whether the performance of the Superintendent is:

* Outstanding
* Successfully completed
* Progressing satisfactorily
* Unsatisfactory

D. Board shall evaluate Superintendent in writing not later than June 30 of each succeeding year of the contract. Superintendent shall remind the Board of this requirement no later than the date of the first regular Board meeting the preceding May.

E. Upon completion of a successful evaluation of the Superintendent, the contract is automatically extended for an additional year.

F. After evaluating Superintendent, Board shall meet and consider whether, in its sole discretion, Superintendent's base salary shall be adjusted as a result of performance for the applicable school year. In no case shall the Superintendent's salary be reduced by way of this adjustment.

G. If the Board does not complete a formal evaluation of the Superintendent by June 30 of each year of the contract, then the performance of the Superintendent is considered satisfactory and the contract is extended for an additional year, so long as the term of the Agreement does not at any time exceed four (4) years.

H. The Board and Superintendent will establish the goals and objectives for the Superintendent as part of the annual evaluation.

I. If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement,

and notify the Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

J. The board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.

VII. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

A. Superintendent's failure to maintain a valid California Administrative Credential.
B. Mutual agreement of the parties.
C. Termination without cause. (See Section VIII.)
D. Discharge for Cause.
   This shall include but not be limited to: breach of contract, any grounds enumerated in Education Code, or Superintendent's failure to perform his responsibilities as set forth in this Agreement, as deferred by law or as specified in the Superintendent's job description.
E. Non Renewal of Employment Contract by District.
   The Governing Board may elect not to renew this employment contract for any reason by providing forty-five (45) days written notice in accordance with Education Code Section 35031. The Superintendent shall inform each member of the Board of this notice requirement no less than ninety (90) days in advance of the expiration of this employment contract.

VIII. COMPENSATION IN EVENT OF TERMINATION

If the Governing Board elects to terminate this agreement prior to the expiration of its stated term, District shall pay to Superintendent as liquidated damages the lesser of twelve (12) months base salary including the health and welfare benefits he received as Superintendent, or the remaining base salary including health and welfare benefits he received as Superintendent, for the remainder of the term of the contract if less than twelve (12) months.

The parties agree to this sum as liquidated damages because actual damages are otherwise extremely difficult to fix. Each party shall be responsible for its own attorney fees and costs. Superintendent shall not be entitled to such payment in the event he voluntarily resigns, unless that resignation is part of a negotiated agreement. Such termination payments shall be paid on the same monthly

installment basis as the Superintendent's salary is currently paid, unless both parties have mutually agreed to another form of compensation payments.

IX. GENERAL PROVISIONS

This contract is the full and complete contract between the parties hereto and can be changed and modified only by writing, signed by the parties or their successors in interest to this contract.

X. ABUSE OF OFFICE PROVISIONS

In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement if this contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the district by the Superintendent if the Superintendent is convicted of a crime involving an abuse of his office or position. In addition, if the district funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for his criminal defense.

XI. COMPLIANCE WITH LAW

A. This Contract has been reviewed by legal counsel and the provisions of Government Code Chapter 10.1 (automatic extension) and Government Code sections 53243, 53243.1, and 53243.3 (crime related to abuse of office or position) have been found not to apply based upon the terms of the Contract.

B. This Contract does not provide for any paid leave of absence or for payment of a legal defense if the Superintendent is charged by criminal complaint, information, or indictment for commission of any crime. If the Superintendent is otherwise granted a paid leave of absence and/or provided a legal defense by the District on any other basis and is later convicted of a crime involving abuse of office or position. Superintendent shall reimburse the District for all salary paid during such leave and also reimburse the District for any cost of legal defense. (Government Code sections 53243, 53243.1, 53243.3.)

C. If the Superintendent is convicted of any crime involving abuse of his

position, the Superintendent shall reimburse the District for the full amount of any cash settlement provided by the Board as part of a termination agreement. (Government Code sections 53243.2, 53243.4)

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

Governing Board of the Escalon Unified School District

_____	_____
John Largent, President	Date
_____	_____
Kate Powell, Clerk	Date

I HEREBY ACCEPT this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Superintendent of the Escalon Unified School District.

_____	_____
Ricardo Chavez	Date of Acceptance