

**EMPLOYMENT AGREEMENT between
Richard DuVarney
and
PLUMAS UNIFIED SCHOOL DISTRICT**

This Agreement is made effective beginning the 6th day of October, 2025 by and between the County Superintendent of Education of Plumas County, exercising the authority of the Plumas Unified School District's Governing Board pursuant to the County Superintendent's authority set forth in Education Code § 41326(b) ("District") and **Richard DuVarney** ("DuVarney" or "County Administrator") (collectively "the Parties").

1. Term

The County Superintendent, with concurrence from the Superintendent of Public Instruction ("SPI") and the President of the State Board of Education or designee, hereby appoints Richard DuVarney the position of County Administrator, as described in Education Code § 41326 for a term beginning on October 6, **2025** and terminating on June 30, **2028**.

This Agreement may be extended by mutual agreement of the parties.

2. Salary

County Administrator's annual base salary shall be Two Hundred and Eighty Five Thousand dollars (\$285,000) per year payable in twelve (12) equal monthly payments.

3. Qualifications and Employment Status

County Administrator must hold a valid administrative credential issued by the State of California in order to qualify for this position.

County Administrator shall be considered an employee of the District exclusively; however, the County Administrator shall not become a permanent certificated employee of the District. County Administrator's employment rights shall be determined solely by the terms of this Agreement.

4. Work Year

County Administrator shall be required to render twelve (12) months of full and regular service to the District with no less than two-hundred twenty-five (225) days of service during each school year. County Administrator shall be entitled to up to twenty (20) days of annual vacation with pay, the use of which shall be credited against the two-hundred twenty-five (225) days of service requirement. County Administrator shall also be entitled to holidays as defined in Education Code § 37220.

In the event County Administrator does not use all accrued vacation days during a school year, County Administrator may elect to be paid for up to ten (10) days of accrued and unused vacation as of June 30 of each school year at County Administrator's then existing daily rate of pay.

Remaining vacation days may be accumulated from year to year, but County Administrator shall accrue only so many vacation days as of July 1 of each school year such that the maximum number of available vacation days shall be a total of 30 days. **In the event of expiration or termination of this Agreement, County Administrator shall be entitled to compensation for unused vacation at the County Administrator's then existing daily rate of pay.** County Administrator's daily rate of pay shall be calculated by dividing County Administrator's annual salary by 225 days.

Annual vacation is accrued upon commencement of services at the beginning of a school year. If service for the full school year is not performed, County Administrator shall only receive that number of vacation days which is proportional to the number of months of the school year actually served. If County Administrator has taken vacation days in excess of that proportion, County Administrator hereby consents to an offset on his final paycheck representing the amount of the excess vacation days used.

5. Health and Welfare and Other Employment Benefits

County Administrator shall be provided with the same health and welfare and other benefits afforded to District administrators and managers subject to the same terms and conditions and District contributions as those benefits may change from time to time.

County Administrator shall accrue twelve (12) days of sick leave effective July 1 of each year of employment under this Agreement. Earned, unused, sick leave may be accumulated without limitation. County Administrator shall be entitled to all other leave rights available to certificated management employees.

6. Duties

a. General

County Administrator shall perform the duties of Administrator appointed by the County Superintendent as described in Education Code § 41326 and the laws of the State of California. County Administrator agrees to perform the duties and functions of the County Administrator for the District as set forth in the Education Code and, specifically, Section 98 of Assembly Bill 121 (2025, Committee on Budget), Chaptered at Chapter 8 of the Statutes of 2025.

The County Administrator shall be subject to the direction, supervision, and required approvals of the County Superintendent as set forth in Education Code § 41326. The County Administrator shall assume all legal rights, duties, and powers of a District Superintendent and the permitted duties set forth at Education Code § 41326(b)(10), upon the effective date of this contract. County Administrator.

b. Personnel Matters

1. County Administrator, after consultation with the County Superintendent, shall have the authority to organize and arrange the administrative and supervisory staff: including instructional,

personnel, business and operational affairs which, in his/her judgment, are determined to best serve the District.

2. County Administrator shall direct, supervise and provide significant input into the evaluation of the project work of any employees of the County Superintendent that may have been assigned to assist the District and oversee the evaluation of other employees as defined by California law and District policy. The final submission of the Plumas County Office of Education team members' evaluations will be conducted by the County Superintendent. The County Administrator will approve their vacation, sick leave and hours worked.

c. Statutory Duties Relating to District's Emergency Advance Apportionment

The County Administrator shall perform the duties set forth by the Legislature in Education Code § 41325(b).

In addition to the duties set forth in Education Code § 41325(b), the County Administrator shall:

1. Work with the staff and governing board of the Plumas Unified School District to identify the procedures and programs that the school district will implement during the 2025–26 school year and future school years that do all of the following:
 - (A) Improve performance on the state priorities described in Section 52060 of the Education Code, including, but not limited to, the pupil achievement priorities listed in paragraph (4) of subdivision (d) of that section.
 - (B) Align efforts to address pupil needs, as determined by performance on the state and local indicators on the California School Dashboard pursuant to Section 52064.5 of the Education Code, with the school district's local control and accountability plan and the annual update to the local control and accountability plan adopted pursuant to Sections 52060 and 52061, respectfully, of the Education Code.
 - (C) Ensure improvement strategies are coordinated and calibrated with technical assistance providers through the Statewide System of Support and in consultation with the school district's geographic lead agency selected pursuant to Section 52073 of the Education Code.
 - (D) Manage fiscal expenditures in a manner that is consistent with the current and projected revenues of the school district.
2. Collaborate with the school district to strengthen the quality and accuracy of data submitted to the State Department of Education, including, but not limited to, the timely identification of data discrepancies or reporting errors that may impact any state or local indicators on the California School Dashboard, the school district's local control and accountability plan or the annual update to the local control and accountability plan, or eligibility for state and federal funding.

3. Ensure training is provided for members of the governing board of the Plumas Unified School District in the subjects about which members of the governing board of the school district need to have knowledge to effectively discharge their duties as school board members, with specific training in the fiduciary responsibilities of a governing board member and in the financial management practices necessary for governing board members to effectively discharge their duty to oversee and monitor the budget, accounting practices, revenues, and expenditures of the school district. At a minimum, each school board member shall participate in the Masters in Governance training provided by the California School Boards Association.

d. Administrative Functions:

The County Administrator shall:

- (1) Review all policies and make appropriate recommendations to the County Superintendent regarding adoption of policies;
- (2) Represent the interests of the District in day-to-day contact with parents, other citizens, community, and governmental agencies.
- (3) Periodically evaluate or cause to be evaluated all District employees;
- (4) Advise the County Superintendent of sources of funds that might be available to implement present or contemplated District programs;
- (5) Assume responsibility for those duties specified in Education Code section 35250;
- (6) Endeavor to maintain and improve his/her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations;
- (7) Establish and maintain positive community, staff and Board relations;
- (8) Represent the District with respect to all matters of employer-employee relations and make recommendations to the County Superintendent concerning those matters;
- (9) Engage in strategic planning including recommending to the County Superintendent goals and objectives for the District;
- (10) Establish and maintain an effective community relations program including effective relationships with the media;
- (11) Communicate openly, systematically and in a timely manner with the County Superintendent, staff, and community and promptly inform the County Superintendent of critical issues, incidents, and anticipated or actual litigation;

- (12) Provide educational leadership to ensure quality teaching and learning.

e. Indemnity for Official Acts

The District shall defend and indemnify County Administrator for claims made against the County Administrator for injuries arising out of an act or omission occurring in the course of public employment as County Administrator, consistent with the provisions of Government Code § 825.

The District reserves its right to not pay for the defense of, or satisfy any judgment against, County Administrator if the act, omission, or injury at issue did not arise in the course of employment, was the result of a criminal act, fraud, bad faith, malice, gross negligence, willful misconduct, or would otherwise be injurious to the public interest.

The determination of whether it would be injurious to the public interest to provide for the defense of the County Administrator, or to satisfy judgments against the County Administrator, shall be made by the County Superintendent in his/her sole discretion.

7. Termination

a. Discretionary Termination

The County Superintendent, acting as the Governing Board of the District and with the concurrence of the SPI and President of the State Board of Education, or the County Administrator, may elect to terminate this Employment Contract without cause by giving 60 days written notice.

b. Suspension of Duties by County Superintendent

The County Superintendent, acting as the Governing Board of the District and with the concurrence of the SPI and President of the State Board of Education, may suspend the County Administrator's duties and authority without cause at any time immediately upon written notice.

c. Disability/Fitness for Duty

In the event of County Administrator's disability by illness or incapacity, the County Superintendent shall have the right to appoint an Interim County Administrator who may perform all the duties of the position of County Administrator. Further, the County Superintendent may terminate this Agreement by written notice to County Administrator at any time after County Administrator has exhausted any accumulated and extended sick leave and vacation. If a question exists concerning the capacity of County Administrator to return to duty, the County Superintendent may require County Administrator to submit to a medical examination to be performed by a physician mutually agreed to by the Parties. The examination shall be done at the expense of the District. The physician shall limit his/her report to the issue of whether County Administrator has a disability which prohibits him/her from performing the duties of County Administrator with or without reasonable accommodation.

d. Effect of Abuse of Office Conviction

Notwithstanding any other provision of this Agreement, in the event County Administrator is convicted of a crime constituting "abuse of office," County Administrator shall reimburse the District

to the fullest extent mandated by law (e.g. paid leave, criminal defense expenses, or any cash settlement.) (Government Code § 53243 et seq.)

8. Performance Evaluation

a. By the County Superintendent

The County Superintendent shall annually evaluate the performance of County Administrator. The Parties will endeavor to reach a mutually agreeable evaluation instrument; however, if the Parties are unable to reach an agreement, the County Superintendent will select the evaluation instrument. The evaluation will be based upon the factors contained in the evaluation instrument and any mutually agreed upon goals and objectives, which must include the statutory objectives set forth in Section 6(b) of this Agreement.

The County Superintendent shall meet at least once during the course of the school year with the County Superintendent to give oral feedback to County Administrator concerning County Administrator's progress towards meeting the goals and objectives. The County Superintendent shall assess in writing the performance of County Administrator for the previous school year by September 1 of each year. The County Superintendent may engage a consultant, who shall be mutually agreed upon by the parties, to facilitate the evaluation.

In the written performance evaluation the County Superintendent shall indicate whether County Administrator has performed at a "satisfactory or better" or "less than satisfactory" level. An evaluation shall be deemed to be "satisfactory or better" if the County Superintendent rates the County Administrator's performance as "satisfactory or better" in all performance categories. If the County Superintendent determines that the County Administrator's performance is "less than satisfactory" in any respect, it shall describe in writing and in reasonable detail the less than satisfactory performance, citing specific instances where possible, and provide County Administrator with direction as to how to improve performance.

A copy of the evaluation shall be delivered to County Administrator. County Administrator shall have the right to respond in writing to the evaluation. A copy of the evaluation shall be placed in County Administrator's personnel file in 10 calendar days.

The County Superintendent's failure to evaluate County Administrator shall not affect the County Superintendent's rights to terminate this Agreement.

b. Governing Board Advisory Evaluation

Beginning in Fiscal Year 2026-27, and annually thereafter, the governing board of the District may conduct an advisory evaluation. The advisory evaluation of an administrator shall focus on the administrator's effectiveness in leading the qualifying school district toward fiscal recovery and improved academic achievement.

Advisory evaluation criteria shall be agreed upon by the governing board of the qualifying school district and the administrator before the advisory evaluation and shall, at minimum, include the advisory evaluation criteria set forth in Education Code § 41326(d)(2).

A copy of the advisory evaluation shall be submitted to the Governor, the Legislature, the SPI, President of the State Board of Education, the County Superintendent, and FCMAT pursuant to Education Code § 41326(d)(2)(C).

9. Expense Reimbursement

The District shall reimburse County Administrator for actual and necessary expenses incurred within the scope of County Administrator’s employment, so long as such expenses are permitted by District policy or otherwise approved by the County Superintendent. For reimbursement, County Administrator shall submit an expense claim to the Plumas County Office of Education in writing supported by appropriate written documentation.

10. Outside Professional Activities

County Administrator may undertake outside professional activities, including consulting, teaching, speaking, and writing. County Administrator’s outside professional activities shall not interfere in any way with the performance of County Administrator’s duties. County Administrator shall not use District staff, equipment or property in performing these outside activities. With advance notice to the County Superintendent, County Administrator may use vacation to perform outside professional activities during regular work hours.

11. Professional and Community Service Memberships

Subject to the County Superintendent’s annual approval, the District shall pay County Administrator’s annual membership dues in up to a total of three professional associations and local community service organizations.

12. Professional Growth

The County Superintendent supports the concept of lifelong learning and encourages continuing professional growth by County Administrator. Accordingly, County Administrator is expected to attend appropriate professional meetings at local and state levels.

Prior approval of the County Superintendent shall be obtained when County Administrator attends a function outside of the state. The District shall pay for or reimburse expenses related to attendance at all such professional growth activities and meetings, including travel expenses, subject to the County Superintendent’s approval.

13. Notice of Seeking Alternate Employment

County Administrator agrees to provide written notice to the County Superintendent within twenty-four (24) hours of being named a finalist for a position with another employer. Once County Administrator is determined to be a successful candidate with another employer, the County Superintendent and County Administrator will develop a plan selecting an appropriate replacement and County Administrator will assist in the transition.

14. Professional Coach

County Administrator shall be entitled to contract with a professional coach mutually agreed to by the County Superintendent for the purpose of supporting him in exercising effective leadership of the District for the duration of his initial term of employment. The cost shall not exceed \$400.00 per month unless approved by the County Superintendent.

17. Complete Agreement

This Agreement constitutes and contains the entire agreement and understanding between the parties concerning County Administrator's employment. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof.

18. Construction

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

For any dispute arising under this Agreement, the parties shall first attempt to resolve the dispute informally. The Parties agree that the exclusive venue for any actions arising out of this Agreement shall be the Superior Court of Plumas County, to the exclusion of all other venues.

19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

20. No Assignment

County Administrator may not assign or transfer any rights granted or obligations assumed under this Agreement.

21. Modification

This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

22. Independent Representation


County Administrator and the County Superintendent each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted. County Administrator acknowledges and agrees that legal counsel for the County Superintendent

represents the County Superintendent's interests exclusively and that no attorney-client relationship exists between County Administrator and legal counsel to the County Superintendent.


23. Savings Clause

If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

AGREED to on 25th day of September, 2025.

Signed by:

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Andrea White
Plumas County Superintendent of Schools

Signed by:

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Richard DuVarney