

EMPLOYMENT AGREEMENT
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES

Board Approved 2/20/2018 for Fiscal Year 2018-19

Board Approved 1.56% salary schedule increase on 4/10/2018 for Fiscal Year 2017-18

Board Approved 3.71% increase on 4/16/2019 for Fiscal Year 2018-19

THIS AGREEMENT, made and entered into this 20th day of February, 2018, by and between SYLVAN UNION SCHOOL DISTRICT of Stanislaus County, State of California, a public school district (hereinafter called "District") and DIOLINDA PETERSON (hereinafter called "Peterson" unless the context indicates otherwise),

W I T N E S S E T H:

The parties hereto do mutually agree as follows:

- 1.0 Employment –Term/Renewal.** The Board of Trustees hereby hires and employs Peterson to act and serve as the Assistant Superintendent of Human Resources for the Sylvan Union School District, and Peterson hereby accepts such employment and agrees to perform all the duties of said position during the term of this agreement. The term of this Agreement is for one (1) year commencing July 1, 2018, and ending June 30, 2019. If Peterson's evaluation in the school year of this Agreement is deemed by the Superintendent as satisfactory or better, this Agreement shall be extended by one school year. This extension shall be accomplished in accordance with Education Code Section 35031 at the next regular Governing Board meeting, subsequent to this evaluation. In the event this Agreement is extended by operation of this provision, this provision continues to apply to this Agreement as extended. In the event the Board does not notify Peterson by the first Board meeting in March that the Agreement will not be either renewed or extended, this Agreement shall be automatically extended for a term of one (1) more year under the same terms and conditions and with the same compensation in effect at the conclusion of this Agreement. Peterson shall advise the Board through a written reminder to the Superintendent and Board of this provision no later than the date of the last regular Board meeting preceding the month of February. Failure to notify the Superintendent and Board shall nullify the terms of this article.
- 2.0 Compensation.** For and in consideration of the services rendered by Peterson hereunder, Peterson shall receive the following compensation:
- a. **Salary.** During the term of this Agreement, Peterson shall receive a salary in the amount of not less than ~~\$11,067.17~~ **11,656.84** per month (the equivalent of \$ ~~132,806.00~~ **139,882** per year). Said salary shall be payable once every month not later than the last day of each month, commencing July 2019.
- Upon determination by the Superintendent of Schools of the District that Peterson's performance in any year during the term of this Agreement is satisfactory, Peterson's salary shall be in accordance with the salary schedule of Assistant Superintendents.
- b. **Percentage Increases.** Peterson shall, in addition to 2.0(a) above, receive any percentage increase granted to other district administrators.
- c. **Master's Stipend.** Peterson shall receive an annual stipend of ~~\$2,119~~ **2,232** for a master's degree.
- d. **Doctoral Stipend.** If and when eligible, Peterson shall receive an annual stipend of ~~\$2,474~~ **2,607** for a doctorate degree.

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- e. **Professional Growth.** Peterson shall receive the same salary increment/incentive in accordance with District Professional Growth Guidelines for Administrators (see attached Administrator Professional Growth Guidelines).
- 3.0 **Travel Allowance.** Peterson shall receive a travel allowance in the amount of \$300 per month. The allowance shall be paid once per month, not later than the last day of each month, commencing July 2018. Peterson shall not be required, as a condition of receiving the allowance or any portion thereof, to account for expenses which she incurs for travel in conducting the duties of her office within Stanislaus County.
- 4.0 **Vacation and Holidays.** Peterson shall be entitled to twenty-five (25) days annual vacation with pay, and, in addition, shall receive holidays defined in Sections 37220 and 37222 of the Education Code. A maximum of twenty (20) vacation days may be carried from one school year to the next school year.
- 5.0 **Sick Leave.** Peterson shall continue to earn and accrue one day of sick leave pay for each full month of service rendered. In addition, sick leave shall be accrued and transferred in accordance with the California Education Code and Board Policy.
- 6.0 **Other Fringe Benefits.** The District shall pay Peterson's membership fee for membership in the Association of California School Administrators. Peterson shall also be entitled to the same leaves and retirement benefits as are granted to certificated employees. The Assistant Superintendent shall be entitled to employee and dependent coverage under any group medical, dental, vision, or other group health insurance plans which are applicable to District management personnel, and as much of the cost of employee or dependent coverage for such plans shall be contributed on behalf of the Assistant Superintendent by the District as is paid on behalf of other District management personnel.
- 7.0 **Duties.** In accordance with the policies adopted by the Board of Trustees and the rules and regulations of the State Board of Education, Peterson shall efficiently and effectively perform the duties of Assistant Superintendent of Human Resources of the District as set forth in the attached job description and in Board policies and administrative regulations and shall perform such other duties and assume such other responsibilities as are from time to time assigned to her by the Superintendent.
- 8.0 **Transportation.** Peterson, at her sole cost and expense, shall provide, operate, and maintain a motor vehicle with which to travel in the performance of the duties and responsibilities of her office within Stanislaus County.
- 9.0 **Workshop, Meeting, and Conference Expenses.** At the direction of the Superintendent or otherwise subject to the Superintendent's approval, Peterson shall attend educational workshops, meetings and conferences. The actual and necessary travel, food, lodging, incidental expense, and registration costs of such attendance shall be reimbursable, subject to any verification and claim procedures and reimbursable expenditure limitations as are from time to time established by Board policy for District employees.
- 10.0 **Evaluation.** In August 2018, Peterson and the Superintendent shall meet to establish Peterson's goals and objectives for the 2018/2019 school year. Such goals and objectives approved by the Superintendent shall be reduced to writing. Peterson's performance shall be evaluated by the Superintendent by March 15th. The evaluation shall be related to the job description of Peterson's position and the goals and objectives approved by the Superintendent.
- 11.0 **Early Termination by Board.** For any reason (i.e., without "cause") the Board of Trustees may at any

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time terminate this Agreement and Peterson's occupancy of the Office of Assistant Superintendent of Human Resources. Notice of termination shall be deemed to be irrevocable in the absence of written consent by Peterson, and the termination shall be deemed effective on the date indicated by the Board. In consideration for exercise of the above right of the Board to terminate Peterson without cause, the District shall pay to Peterson gross monthly sums equal to the difference between Peterson's gross monthly salary described in 2.0(a), above, at the salary rate in effect during her last month of service and the amount which Peterson earns for services rendered subsequent to the effective date of termination for a period of twelve calendar months following the effective date of termination or, if there is less than twelve months remaining in the Agreement's term, for the remainder of the term.

Pursuant to Government Code Section 53261, Peterson shall also continue to receive District-paid health benefits for the period of time (up to twelve calendar months, or until subsequent employment providing entitlement to employer-paid health benefits, whichever occurs first).

The parties hereto agree that the above payment shall satisfy all claims, rights and causes of action of Peterson against the District, its officers, employees, and agents, arising under the terms of this Agreement, Board policies, administrative regulations of the District, and the laws of the State of California.

Should Peterson be unable to serve in her position due to physical and/or mental condition and upon expiration of the full-pay sick leave entitlement as provided by statute, Board policies, and this Agreement (such entitlements not being cumulative), and upon written evaluation by a licensed physician designated by the Board of Trustees indicating inability of Peterson to further serve in her position of employment, this Agreement and Peterson's employment by the District shall be deemed terminated.

The provisions of this Paragraph shall not be so construed as to prevent the Board of Trustees from terminating, without advance notice, this Agreement, Peterson's Office of Assistant Superintendent of Human Resources, and Peterson's employment by the District in the event of a material breach of this Agreement by Peterson, including but not limited to "cause" described in Education Code Sections 44932, 44939, or 44940 for the termination of employment or failure by Peterson to perform any of the duties and responsibilities described in paragraph 7.0 (**Duties**), above. In the event of such termination for material breach by Peterson of this Agreement, Peterson shall not be entitled to any compensation or other payment upon or after termination.

- 12. Notice.** Notice by the Board of Trustees pursuant to the provisions of this Agreement and law shall be deemed served either on the date on which it is personally served upon Peterson or the date on which it is deposited in the United States Mail, postage prepaid, and addressed as follows:

Diolinda Peterson
Assistant Superintendent of Human Resources
Sylvan Union School District
605 Sylvan Avenue
Modesto, CA 95350

This Agreement is the full and complete Agreement between the parties hereto, and it can be changed or modified only by writing, signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day, month and year first above written.

BOARD OF TRUSTEES

SYLVAN UNION SCHOOL DISTRICT

By: Cynthia Lindsey, David Collins, Board President

By: _____
Diolinda Peterson