

**EMPLOYMENT AGREEMENT**  
**between the**  
**PLEASANTON UNIFIED SCHOOL DISTRICT**  
**and**  
**ED DIOLAZO**

**PREAMBLE**

This Agreement is between the Board of Trustees of, and on behalf of, the Pleasanton Unified School District (“District”), and Ed Diolazo, Assistant Superintendent, Student Support Services (“Diolazo” or “Assistant Superintendent” or “Incumbent”).

**RECITALS**

**1. Term of Agreement**

1.1 The term of this Agreement is July 1, 2019 through and including June 30, 2022.

1.2 This Agreement supersedes any and all other agreements, written or oral, between District and Diolazo as of the date of the commencement of the term of this Agreement.

1.3 The term set forth in 1.1 above may be extended only upon mutual written consent of Diolazo and District.

**2. Compensation**

**2.1 Base Salary**

The District shall pay Assistant Superintendent an annual Base Salary of Two Hundred Eight Thousand Nine Hundred and Ninety-Two Dollars (\$208,992). This is based on a two hundred twenty (220) day work year.

**2.2 Advanced Degrees**

In addition to the annual base salary, if eligible, the Assistant Superintendent shall also receive a stipend of Two Thousand and Fifty-Five Dollars (\$2,055.00) for possession of a Master's degree and a stipend of Three Thousand Four Hundred and Twenty-Five Dollars (\$3,425.00) for possession of a doctoral degree. These stipends are indexed to the last step of the Elementary Principal salary schedule (1.5% for a MA and 2.5% for a doctorate).

**2.3 General Provisions**

2.3.1 Annual adjustment of salary:

- (a) The Assistant Superintendent shall receive an annual step increase each July 1 of this Agreement equal to three- and one-half percent (3.5%) of their then annual base salary, which shall be added to and become a part of their annual base salary. The first step under this section has already been applied for 2019-2020 and is included within the annual base salary set forth in section 3 (A) above.
- (b) In an effort to maintain equity with other certificated and administrative personnel, the Board shall consider a salary increase each year of this agreement equal to the same percentage increase given to the administrative unit following Board approval of the increase in a regularly called meeting as required by law. Any such increase shall be effective on the same dates as granted to the administrative unit.
- (c) It is the Board's goal to provide stability and continuity in the operational and instructional programs of the District, and consistent with such goal, the Board agrees that the Assistant Superintendent shall be compensated for their longevity in the District. Any and all longevity salary increases shall be in addition to any other compensation already included in this agreement or otherwise approved by the Board. The longevity increases specified below shall be computed after all other salary adjustments have been determined.

The following longevity schedule shall be followed for these salary increases:

- Year 7: The Assistant Superintendent shall receive a 2% increase in salary.
- Year 10: The Assistant Superintendent shall receive a 4% increase in salary.

### **3. Professional Duties and Responsibilities**

3.1 Incumbent shall devote their time, attention and energy to the business of District. Any activities which require an absence from work for more than one (1) full working day shall be reported to Superintendent for advance approval.

3.2 See Board adopted job description for Professional Duties and Responsibilities.

### **4. Medical Examination**

District shall, at its option and expense, provide a complete medical examination prior to the start of each school year. The examination shall be conducted by a Board-approved physician. District shall be advised in writing by the physician of the continued physical fitness of Incumbent to perform the duties of the position. Such report shall be confidential.

**5. Duty – Non-Duty Days and Other Benefits**

- 5.1 Incumbent shall serve two hundred twenty (220) days of the July 1 to June 30 fiscal year unless amended and agreed to by Incumbent and District on a year-to-year basis. The remaining twenty-seven (27) workdays are designated as non-duty. With prior Board approval, if Incumbent is required to work on one or more non-duty days, such days may be carried over from one school year to the next.
- 5.2 The Assistant Superintendent, upon separation of the District, shall be compensated for up to ten (10) accrued and unused non-duty days at their then existing daily rate of pay.
- 5.3 Upon leaving District, or upon retirement, Incumbent may be paid for a maximum of ten (10) non-duty days.
- 5.4 The Assistant Superintendent shall be provided with insurance coverage under the District’s health, vision, and dental insurance plans, including equal benefits to those afforded to bargaining unit members where benefits are provided.
- 5.5 District shall establish and maintain a 125 Plan for the benefit of Incumbent.
- 5.6 District shall pay one hundred percent (100%) of Incumbent’s membership charges to the Association of California School Administrators and one other professional organization of the Assistant Superintendent’s choosing.
- 5.7 Sick leave days shall be credited at the rate of eighteen (18) days per fiscal year.
- 5.8 Incumbent shall be entitled to at least all leaves and retirement benefits as granted to certificated and/or classified employees.

**6. Expense Reimbursement**

- 6.1 The District shall pay or reimburse the Assistant Superintendent for all actual and necessary expenses, including mileage, travel and other District and school business-related expenses incurred by them in the conduct of their duties on behalf of the District. The Assistant Superintendent shall submit and complete expense claims in writing in accordance with Federal IRS guidelines and support those claims with appropriate documentation prior to reimbursement.
- 6.2 District encourages Incumbent to pursue professional growth. In its encouragement, District shall permit a reasonable amount of release time to attend such matters and shall pay, in accordance with Board policy, necessary travel and subsistence expenses; in all cases, advance approval shall be obtained.
  - 6.2.1 The operations, programs and other activities conducted or sponsored by local, state and national school board associations;

- 6.2.2 Seminars and courses offered by public or private educational institutions; and,
  - 6.2.3 Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Incumbent to perform professional responsibilities for District.
- 6.3 With the prior approval from the Superintendent, the Assistant Superintendent may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Assistant Superintendent's discretion. Any such activities which require the Assistant Superintendent to be absent from the District for more than three (3) consecutive full days shall be reported in advance and approved in advance by the Superintendent. Any compensation received by the Assistant Superintendent for these outside professional activities shall belong to the Assistant Superintendent, so long as they are completed during non-duty days.
- 6.4 Incumbent shall maintain a valid California driver's license.

**7. Annual Goals**

- 7.1 On or before October 30<sup>th</sup> of each year, annual goals shall be submitted to Superintendent, for each department(s) Incumbent manages. Such goals shall be reviewed, revised, and approved by Superintendent. The goals shall be incorporated into the Organizational Work Plan.
- 7.2 Superintendent shall receive from Incumbent at least one (1) work plan update in January and shall receive a final report in June on the status/achievement of the annual goals.

**8. Evaluation**

- 8.1 Superintendent shall evaluate, in writing, Incumbent's performance at least once a year during the term of this Agreement. Said evaluation shall be related to the duties and responsibilities set forth in Attachment A to this Agreement (Professional Duties and Responsibilities, and Job Description), and the goals and activities established pursuant to Section 7 above (Annual Goals).
- 8.2 Each June, a copy of the written evaluation shall be delivered to Incumbent and Incumbent shall have the right to make a written reaction or response to the evaluation.
- 8.3 If Superintendent determines that performance is unsatisfactory in any respect, the written report shall describe said unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where performance is deemed to be unsatisfactory and may be included in other instances where Superintendent deems such to be appropriate.

## **9. Termination of Employment Agreement**

9.1 This employment Agreement may be terminated by:

9.1.1 Mutual agreement of the parties.

9.1.2 Retirement.

9.1.3 Disability.

- a. In the event of disability by illness or incapacity, District may terminate this Agreement by written notice to Incumbent at any time after Incumbent has exhausted all accumulated sick leave and one hundred (100) work days of extended personal illness (differential pay), and vested non-duty days (see 5.1 and 5.2 above), and has been absent from employment for whatever cause for an additional continuous period of six (6) months (unpaid). All obligations of District shall cease upon such termination. If a question exists concerning the capacity of Incumbent to return to duties, District may require Incumbent to submit to a medical examination, to be performed by a medical doctor selected by District. The examination shall be done at the expense of District. The physician shall limit their report to the issue of whether Incumbent has a continuing disability which prohibits or restricts them from performing his duties.

9.1.4 Discharge for Cause.

- a. District may discharge Incumbent for cause, which shall be defined as conduct which is seriously prejudicial to District. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should District elect to terminate this Agreement prior to its expiration pursuant to this section, District shall notify Incumbent in writing. Upon request, District shall serve on Incumbent a reasonably detailed statement of charges. Incumbent will be afforded an opportunity for a meaningful hearing before the Governing Board which shall include the right to be represented by counsel and the right to call witnesses. If Incumbent chooses to be accompanied by legal counsel at such meeting, Incumbent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Incumbent shall be provided a written decision describing the results of the meeting. Incumbent shall be provided a written decision describing the results of the meeting within ten (10) days of the hearing date.

### 9.1.5 Governing Board Option

- a. Notwithstanding any other provision of this Agreement, the Board shall have the sole right, provided it gives proper notice, to terminate this Agreement during its term as set forth below.
  - i. If the Board terminates this Agreement before its normal expiration, except pursuant to paragraphs 9.1.1 to 9.1.4 above, it shall pay to Incumbent their base salary and medical/dental/vision benefits for the lesser of either twelve (12) months or for that number of months remaining on this Agreement.
  - ii. The twelve (12) month payment period shall commence on the date of termination.
- b. If Assistant Superintendent is gainfully employed, or commences drawing retirement benefits from a retirement system during any portion of the time they is being compensated by District pursuant to this Section 9.1.5, such earnings shall reduce, on a dollar-for-dollar basis, District's obligation under this section.

For each affected month during the period of time Assistant Superintendent is to be compensated by District pursuant to this Section 9.1.5, Assistant Superintendent shall provide District with a statement of earnings, if any, which shall become a pro-rated dollar-for-dollar offset against District's monthly obligation under this section for the following months.

- c. The compensation set forth in Paragraph 9.1.5.a. above shall be the only compensation of any kind which shall be due Incumbent if this Agreement is terminated by the Board pursuant to this Paragraph 9.1.5.

## 10. **General Provisions**

- 10.1 This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of District's Governing Board. Said laws, rules, regulations, and policies, to the extent they have not been lawfully superseded by this Agreement, are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.
- 10.2 If this Agreement is terminated, any cash settlement related to the termination that Incumbent may receive from District shall be fully reimbursed to District if Incumbent is convicted of a crime involving an abuse of his office or position.

- 10.3 In accordance with the provisions of Government Code 825 and 995, the District shall defend the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in their individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Assistant Superintendent was acting within the scope of their employment.
- 10.4 The parties to this agreement reserve the right to seek equitable relief from any court authorized to issue an injunction or extraordinary writ with respect to any breach or threatened breach of this Agreement. Except as so reserved, the parties shall submit any disputes arising under the terms of this Agreement to arbitration as set forth in this paragraph. Except as otherwise provided in this Agreement, all disputes concerning this Agreement shall be decided by arbitration in accordance with the commercial rules and regulations of Judicial Arbitration and Mediation Services (JAMS), except to the extent such rules and regulations are inconsistent with the provisions of this Section. All arbitration proceedings hereunder shall be confidential and conducted in Pleasanton, California. The substantive law of the State of California shall be applied by a jointly selected arbitrator to the resolution of the dispute provided that the decision of the arbitrator shall be based upon the express terms, covenants, and conditions of this Agreement.
- 10.5 If Incumbent is convicted of a crime involving abuse of his office, the following sums paid by District on behalf of or to Incumbent shall be fully reimbursed:
- 10.5.1 Paid leave for Incumbent pending an investigation (Government Code section 53243);
- 10.5.2 Funds for the legal criminal defense of Incumbent (Government Code section 53243.1); or
- 10.5.3 Any cash settlement related to Incumbent's termination (Government Code section 53243.2).

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

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 or their successors in interest to this Agreement.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Ed Diolazo  
 Assistant Superintendent,  
 Student Support Services

\_\_\_\_\_  
 David Haglund, Ed.D.  
 Superintendent