

EMPLOYMENT AGREEMENT
between the
PLEASANTON UNIFIED SCHOOL DISTRICT
and
EDWARD DIOLAZO

PREAMBLE

This Agreement is between the Board of Trustees of, and on behalf of, the Pleasanton Unified School District (“District”), and EDWARD 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 October 11, 2017 through and including June 30, 2020.
- 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. Salary

- 2.1 Commencement:

Base Annual Salary is One Hundred Ninety-Seven Thousand Dollars (\$197,000). This is based on a two hundred twenty (220) day work year. It is subject to increase approved by the Board for Assistant Superintendents.
- 2.2 2017/2018:
 - 1.21 The Board shall consider an annual adjustment when Incumbent is evaluated.
 - 1.2.1 Such salary adjustment shall not reduce the salary below One Hundred Ninety Seven Thousand Dollars (\$197,000) during the life of this Agreement without the consent of Incumbent.
- 2.3 Salary shall be payable on the last day of each month in installments of one-twelfth (1/12th) of the annual salary rate for services rendered during the preceding month.

2.4 In addition to the Base Annual Salary, Incumbent shall receive a Master's stipend of One Thousand Three Hundred Dollars (\$1,300.00) and a doctoral stipend of One Thousand Six Hundred Fifty Dollars (\$1,650.00).

2.5 In addition to the annual adjustment of salary referenced in 1.2.1, Board may also consider an additional bonus based on performance.

3. Professional Duties and Responsibilities

3.1 Incumbent shall devote his 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 Attachment A for a description of 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 Upon leaving District, or upon retirement, Incumbent may be paid for a maximum of ten (10) non-duty days.

5.3 District shall establish and maintain a 125 Plan for the benefit of Incumbent.

5.4 District shall pay one hundred percent (100%) of Incumbent's membership charges to the Association of California School Administrators.

5.5 Sick leave days shall be credited at the rate of eighteen (18) days per fiscal year.

5.6 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 District shall reimburse Incumbent for all actual and necessary out-of-District expenses. Reimbursement shall be in accordance with Board policy.

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 Incumbent shall maintain a valid California driver's license.

7. Annual Goals

7.1 On or before October 30th 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 reduced to writing.

7.2 Superintendent shall receive from Incumbent at least one (1) progress report in December 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 his/her report to the issue of whether Incumbent has a continuing disability which prohibits or restricts him 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 at least sixty (60) days' 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 10.1.1 to 10.1.4 above, it shall pay to Incumbent his 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 he is being compensated by District pursuant to this Section 10.1.5, 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 10.1.5, 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 10.1.5.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 10.1.5.

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 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:

10.3.1 Paid leave for Incumbent pending an investigation (Government Code section 53243);

10.3.2 Funds for the legal criminal defense of Incumbent (Government Code section 53243.1); or

10.3.3 Any cash settlement related to Incumbent's termination (Government Code section 53243.2).

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

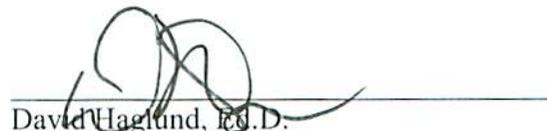
This Agreement is the full and complete agreement between the parties hereto, and it can be changed or modified only by writing, signed by all parties or their successors in interest to this Agreement.

Dated: OCT. 10, 2017

Dated: 10.10.17



EDWARD DIOLAZO
Assistant Superintendent,
Student Support Services



David Haglund, Ed.D.
Superintendent

**PROFESSIONAL DUTIES AND RESPONSIBILITIES
and
JOB DESCRIPTION**

1. **Professional Duties and Responsibilities**

As assigned by Superintendent and/or the Governing Board, Assistant Superintendent shall be responsible for Student Support Services.

2. **Job Description – Assistant Superintendent, Student Support Services**

JOB DESCRIPTION

TITLE: Assistant Superintendent, Student Support Services
CLASSIFICATION: Certificated Management
REPORTS TO: Superintendent

DESCRIPTION:

Under the direction and supervision of the Superintendent, the Assistant Superintendent directs the planning, development, organization, management, direction, and implementation of all aspects of Special Education and Student Services which include Discipline, School Safety, Counseling Services, Attendance, Social Work and Alternative Education/Educational Options. Additionally, serves as the Superintendent's designee for the Tri-Valley SELPA.

PERFORMANCE RESPONSIBILITIES:

- Provides overall management direction in matters relating to the implementation of Special Education, Student Services, and Alternative Education/Educational Options program objectives
- Prepares and manages the annual Special Education budget
- Prepares and manages the annual Student Services budget
- Provides leadership in matters relating to student discipline, attendance, alternative education, restorative practices and school safety
- Reviews program, budget and staffing plans prepared by Special Education staff to ensure compliance with local, state and federal regulations
- Provides direct oversight of the development and implementation of Alternative Education/Educational Options Programs
- Establishes and implements uniform standards and procedures for organization, clerical staffing and performance of duties for Special Education, Student Services, and Alternative Education/Educational Options staff
- Coordinates and facilitates the development of cooperative efforts between schools and other community agencies in providing direct services to students and families
- Develops and implements programs that ensure trauma informed practices in schools
- Provides for the establishment and maintenance of a management information system to collect required data, including IEP's and 504 Plans
- Chairs, conducts and supervises discipline and attendance hearings to ensure due process in all cases
- Guides, directs, advises and participates in serious discipline processes and problems, including student suspension and expulsion cases
- Works directly with the Assistant Superintendent, Human Resources in the selection and assignment of personnel to ensure that staffing allocations, recruitment, transfers and disciplinary action are achieved in a fair and professional manner

- Works collaboratively with the Assistant Superintendent, Educational Services in the selection, implementation, and evaluation of curriculum and professional development for the Special Education, Student Services, and Alternative Education/Educational Options Programs.
- Continually monitors student achievement, using multiple sources of disaggregated data and recommends actions and initiatives to foster continuous improvement in student achievement
- Supervises the development, implementation and evaluation of professional development programs for professional and other instructional personnel
- Ensures that all funds under the Assistant Superintendent, Student Support Services are used in an effective and timely manner, consistent with District programs and objectives
- Serves as District representative to the Tri-Valley Special Education Local Plan Area
- Works on behalf of the District to respond to parent/guardian complaints
- Oversees school safety and security programs including Probation Officers, School Resource Officers and the District's Safety Committee
- Provides timely and effective communications regarding incidents and/or situations which might impact the District, its divisions or schools
- Performs other duties as assigned

QUALIFICATIONS:

1. Administrative Services Credential, or ability to obtain a California Administrative Services Credential
2. Knowledge of educational disabilities and the effects of trauma, as well as their impact on student learning and behavior
3. Knowledge of laws, rules regulations, court decisions pertaining to Special Education and Student Services, Due Process, Suspension/Expulsion, Attendance
4. Knowledge of public information principles and techniques
5. Site experience as an administrator is desired

ABILITY TO:

1. Plan, organize, develop and coordinate the activities of broad range of programs
2. Implement collaborative practices and de-escalation strategies
3. Ensure that programs and activities are carried out in compliance with local, federal and state requirements
4. Serve as a liaison with a variety of community and governmental organizations
5. Prepare effective oral and written reports
6. Work with various attorneys in developing legal documents
7. Make effective public presentations

EDUCATION AND EXPERIENCE:

1. Master of Arts or advanced degree from an accredited college or university

2. Minimum of three (3) years teaching experience
3. Five (5) years of administrative experience in pupil personnel or special education or combination of both, or equivalent combination of education and experience
4. Pupil Personnel Services Credential (preferred)
5. Administrative Services Credential, or ability to obtain a California Administrative Services Credential

LICENSES AND OTHER REQUIREMENTS:

Valid California Driver's License

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance

PHYSICAL REQUIREMENTS:

Consistent mental alertness; walking, standing, walking or sitting for extended periods of time, sufficient mobility to move about the District Office and other sites as required, ability to speak with/without assistive devices sufficient to communicate effectively with others, see to view a computer monitor and read a variety of materials

TERMS OF EMPLOYMENT:

220 Days, Senior Management Contract

BOARD APPROVED: