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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, Educational Services ("Mr. Diolazo" or "Assistant Superintendent").

RECITALS

1. Term of Agreement

1.1 The term of this Agreement is July 1, 2025 through and including June 30, 2028.

1.2 This Agreement supersedes any and all other agreements, written or oral, between District and Ed 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 Ed Diolazo and District.

2. Compensation

2.1 Base Salary
The Assistant Superintendent's Base Salary is based on the Executive Cabinet Salary Schedule with a two-hundred and twenty (220) day work year. Initial placement on the Executive Cabinet Salary Schedule may take relevant professional experience into consideration.

If the Assistant Superintendent of Educational Services performs the duties of Deputy Superintendent, they shall receive a 5% increase over the Base Salary and Compensation identified in 2.2.1.

2.2 Advanced Degrees

In addition to the annual base salary, if eligible, the Assistant Superintendent shall also receive a stipend for the possession of a Master's degree and a stipend for the possession of a doctoral degree. These stipends are indexed to the last step of the Elementary Principal salary schedule (1.5% for an MA and 2.5% for a doctorate).

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2.3 General Provisions

2.3.1 Annual adjustment of salary

a) Having the goal of providing the Assistant Superintendent with consistent salary increases in accordance with CalSTRS Creditable Compensation Guidelines effective January 1, 2015, and in an effort to maintain equity with other certificated personnel, the Assistant Superintendent shall receive an annual step increase each July 1 on the Executive Cabinet Salary Schedule.

b) In addition to consistent salary increases (2.3.1a) and in accordance with CalSTRS Creditable Compensation Guidelines effective January 1, 2015, the Board shall provide a salary increase each year of this agreement equal to the same percentage increase given to the administrative unit. These adjustments shall be made following a satisfactory evaluation and approved at a regularly scheduled board meeting. Any such increase shall be effective on the same dates as granted to the administrative unit.

c) The Assistant Superintendent shall be provided with insurance coverage with all premium costs paid for by the District under the District's health, vision and dental insurance plans, for the Assistant Superintendent, their spouse, and their dependents for the plans offered by District and selected by the Assistant Superintendent. Should the Assistant Superintendent retire from the District after 5 years of service, the District agrees that it shall continue to pay all premium costs for all such health, vision and dental insurance plans for the Assistant Superintendent and spouse until they qualify for Medicare or for 5 years, whichever comes first. As used in this paragraph, “retire” excludes any separation of the Assistant Superintendent from employment pursuant to paragraph 9 of this agreement.

d) Subject to lawful rules of the insurance provider, and upon expiration of any benefits already received according to paragraph 2.3.1c (above), upon retirement or separation the Assistant Superintendent and spouse or domestic partner shall be permitted to purchase medical and dental insurance, at their own expense, as part of the District's group.

e) Longevity: 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 longevity with 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 first longevity increase of 2% shall be added to the Assistant Superintendent’s salary beginning the 1st day of the month following the start of their 5th year of service. The Assistant Superintendent shall additionally receive a longevity increase of 3% beginning the 1st day of the month following the start of their 7th year of service.

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This longevity increase shall be considered as creditable compensation and also serve as part of the annual base salary for any future salary increases approved by the Board.

f) Any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment hereto, and shall not operate as a termination or increase of the term of this Agreement.

3. Professional Duties and Responsibilities

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

3.2 See Assistant Superintendent of Educational Services job description for Professional Duties and Responsibilities.

3.3 Mr. Ed Diolazo was designated by Board action on July 22, 2022 as the Deputy Superintendent. See Deputy Superintendent Job Description for the revised title and additional assigned duties and responsibilities.

3.4 Should either the District or Mr. Diolazo determine to eliminate the duties related to the role of Deputy Superintendent, they shall provide 45 day notice to the other party, and will mutually agree that the terms of employment will revert to those outlined in the enacted contract for Assistant Superintendent.

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 Assistant Superintendent to perform the duties of the position. Any such report shall be confidential.

5. Duty - Non-Duty Days and Other Benefits

5.1 The Assistant Superintendent's regular schedule work year shall consist of 220 workdays. To determine the Assistant Superintendent’s daily rate, the Assistant Superintendent’s annual base salary shall be divided by their work days.

5.2 The Assistant Superintendent, with the approval of the Superintendent, may work up to ten (10) additional days each year of this agreement and be paid at their current daily rate with all necessary contributions being deducted. Any work beyond ten (10) days shall be with the approval of the board.

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5.3 At the end of any work year, the Assistant Superintendent may carry over ten (10) days with the approval of the Superintendent. Any days beyond the ten (10) days shall be paid at the Assistant Superintendent's daily rate. At the discretion of the Assistant Superintendent, at the end of each year, up to ten (10) unused non-duty days may be paid out at the Assistant Superintendent's daily rate.

5.4 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.

5.5 Except as provided herein, the Assistant Superintendent shall be entitled to receive all fringe benefits, which are provided to the District's certificated management employees.

5.6 District shall establish and maintain a 125 Plan for the benefit of the Assistant Superintendent.

5.7 District shall pay one hundred percent (100%) of lncumbent's membership charges to the Association of California School Administrators and one other professional organization of the Assistant Superintendent's choosing.

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

5.9 Assistant Superintendent shall be entitled to at least all leaves and retirement benefits as granted to certificated and/or classified employees.

5.10 Pursuant to the criteria set forth below, an annual, employer-paid contribution of $5,000 shall be made by January 30th (at the Assistant Superintendent's choice and based on eligibility) to either a 457 plan or 403(b) plan for the benefit of the Assistant Superintendent:

I. Renders satisfactory service for the relevant period; and

II. Achieves the established annual priority goals (see Section 8) for the relevant period; and

III. Remains employed on December 31 of the relevant period.

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.

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6.2 District encourages the Assistant Superintendent to pursue professional growth. In its encouragement, the 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 Assistant Superintendent to perform professional responsibilities for the 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 Assistant Superintendent 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 the Superintendent, for each department(s) Assistant Superintendent manages. Such goals shall be reviewed, revised, and approved by the Superintendent.

7.2 The Superintendent shall receive from the Assistant Superintendent an update on annual goals 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, Assistant Superintendent's performance at least once a year during the term of this Agreement. Said evaluation shall be related 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 Assistant

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Superintendent and Assistant Superintendent shall have the right to make a written reaction or response to the evaluation.

8.3 If the 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. <u>Termination of Employment Agreement</u>

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.

In the event of disability by illness or incapacity, District may terminate this Agreement by written notice to Assistant Superintendent at any time after Assistant Superintendent 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 the District shall cease upon such termination. If a question exists concerning the capacity of Assistant Superintendent to return to duties, District may require Assistant Superintendent 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 the District. The physician shall limit their report to the issue of whether Assistant Superintendent has a continuing disability which prohibits or restricts them from performing their duties.

9.1.4 Discharge for Cause.

District may discharge Assistant Superintendent 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 Assistant Superintendent in writing. Upon request, the District shall serve on Assistant Superintendent a reasonably detailed statement of charges. Assistant Superintendent 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 Assistant Superintendent chooses to be

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accompanied by legal counsel at such meeting, Assistant Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Assistant Superintendent shall be provided a written decision describing the results of the meeting. Assistant Superintendent 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 Assistant Superintendent 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 are 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 Assistant Superintendent 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 the 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

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forth herein.

10.2 If this Agreement is terminated, any cash settlement related to the termination that Assistant Superintendent may receive from District shall be fully reimbursed to District if Assistant Superintendent is convicted of a crime involving an abuse of their office or position.

10.3 Indemnity: 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 Assistant Superintendent's 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 employment. Upon retirement or separation from the district, the Assistant Superintendent will continue to be indemnified for any actions taken against them related to their role as the Assistant Superintendent.

10.4 Arbitration: Subject to paragraph 12 (G) of this agreement, 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 21). All arbitration proceedings hereunder shall be conducted in Pleasanton, California. The substantive law of the State of California shall be applied by the 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. If the parties to the dispute agree on one arbitrator, the arbitration shall be conducted by such arbitrator. If the parties to the dispute do not so agree, they shall request JAMS to provide a list of three (3) potential arbitrators, each party shall notify JAMS of one (1) of the potential arbitrators on the list who is not acceptable to such party, and the potential arbitrator on the list who is not identified by the parties as unacceptable shall be the arbitrator who will conduct the arbitration. Each party to the dispute reserves the right to object to any individual arbitrator who is employed by or affiliated with another party. The parties to the dispute shall have the right to conduct discovery as specified for up to one month. Such discovery shall include the right to take depositions and subpoena witnesses. At the request of the Assistant Superintendent, arbitration proceedings shall be conducted in the utmost confidentiality. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in confidentiality under seal, available for the inspection only of the parties to the dispute and their respective attorneys and experts who have agreed in advance in writing to receive and maintain

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all such information in confidence until such information becomes generally known. The arbitrator shall issue a written opinion of the arbitrator's findings of fact and conclusions of law. The arbitrator shall be able to decree any and all relief of an equitable nature, including, without limitation, such relief as a temporary restraining order and a preliminary or permanent injunction, and shall also be able to award damages, with or without an accounting, and costs, except that the prevailing party shall be entitled to its reasonable attorney's fees. The decrees or judgment of an award rendered by the arbitrators shall be binding upon the parties and may be entered in any court having jurisdiction thereof. Reasonable notice of the time and place of arbitration shall be given to all persons as required by law. Such persons and their authorized representative shall have the right to attend or participate in all the arbitration hearings in such manner as the law requires. The costs and expenses of arbitration shall be paid as agreed to by the parties during arbitration.

10.5 If Assistant Superintendent is convicted of a crime involving abuse of office, the following sums paid by District on behalf of or to Assistant Superintendent shall be fully reimbursed:

10.5.1 Paid leave for Assistant Superintendent pending an investigation (Government Code section 53243);

10.5.2 Funds for the legal criminal defense of Assistant Superintendent (Government Code section 53243.1); or

10.5.3 Any cash settlement related to Assistant Superintendent'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.

DocuSigned by:
Ed Diolazo
A830F7418A074FC...

Ed Diolazo
Assistant Superintendent,
Educational Services

Dated: 5/28/2025

Signed by:
Maurice Ghysels
86BE4BFF22AD4BB...

Maurice Ghysels, Ed.D.
Interim Superintendent of Schools

Dated: 5/29/2025