Superintendent Employment Agreement

This Superintendent Employment Agreement ("Agreement") is made this **24 day of September, 2026** by and between the Governing Board of the Pleasanton Unified School District ("District" or "Board") and **Ed Diolazo** ("Superintendent") with respect to the following recitals:

1. **Term**. The Board employs Superintendent for term commencing on **January 1, 2027 and terminating on June 30, 2030.**

2. **Salary**.

a. Base Salary. For the remainder of the 2026-2027 school year, the Superintendent's annual base salary shall be $321,000 prorated based upon the number of work days remaining in the year.

b. Advanced Degree Stipends. In addition to the base salary, the Superintendent shall be eligible to receive the same stipends paid to other certificated management employees of the District for possession of Masters or Doctoral degrees. These stipends are indexed at the last step of the Elementary Principal schedule (1.5% for a Master's and 2.5% for a Doctorate).

c. Superintendent's Salary Schedule. Attached and incorporated herein is the Superintendent's Salary Schedule. Movement for each year on this Schedule shall be contingent upon the Superintendent receiving an overall satisfactory evaluation from the Board for the prior year.

d. Payment Schedule. The Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable taxes and deductions or withholdings authorized by law or in writing by the Superintendent.

e. Salary Increases by Mutual Consent. In addition to any other increases, the Superintendent's salary may be increased each year by mutual agreement of the parties. An increase in salary shall not extend the term of this Agreement.

f. Effective Date. Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Superintendent's salary is understood by the Parties to be "indefinite or uncertain." Therefore, the Board reserves the right to grant the Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

3. **Additional Benefits.** The Superintendent shall be afforded the following benefits of employment provided to other District certificated management personnel:

a. Sick Leave. The Superintendent shall be allocated sick leave at the rate of one and one-half (1.5) days per month. Earned, unused sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate the Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by the State Teachers Retirement System (STRS) and applicable law.

b. Health Insurance. The Superintendent shall be eligible to participate in health, dental, and vision benefits from the District's health benefits providers on the same terms and conditions as offered to other cabinet level employees, which include Deputy Superintendents, Associate Superintendents and Assistant Superintendents, of the District.

c. Post Retirement Health Insurance. Upon retirement from the District after at least five (5) cumulative years of service to the District, the Superintendent, their spouse, and dependents shall be eligible to participate in the medical, dental, and vision insurance plans on the same terms and conditions offered to then current cabinet level employees for a period of five (5) years or until achieving Medicare eligibility whichever comes first. As used in this paragraph, "retirement" excludes any separation of the Superintendent from employment pursuant to paragraph 9 of this agreement.

d. Automobile Allowance. The Superintendent shall be entitled to receive a monthly automobile allowance of five dollars ($500.00) per month for the acquisition, use, maintenance and insurance of an automobile while on District business within the county. The Superintendent shall be solely responsible for all expenses to use, maintain, operate and insure the automobile. The Superintendent's receipt of this automobile allowance shall be in lieu of his entitlement to in-district mileage reimbursement; however, the Superintendent shall be eligible for mileage reimbursement for work-related travel outside the boundaries of the county.

e. Tax Deferred Plans. The District agrees to provide the Superintendent with the ability to use tax deferral plans (for example, a 403b or IRS Section 125 Cafeteria Plan) on the same terms and conditions as those plans are made available to other certificated administrative employees of the District. All contributions to such plans will be paid by the Superintendent and shall conform to all requirements of the law.

f. Expenses. The Superintendent may use District credit cards for District business purposes pursuant to the established accounting procedures in the District for such expenses.

g. Cell Phone. The District will provide the Superintendent with a District cell phone to conduct District business.

h. Professional Memberships. The District shall reimburse the Superintendent for all actual and necessary expenses incurred by him within the scope of his employment, in accordance with applicable District policy. The District shall pay the Superintendent's annual professional membership dues in ACSA (Association of California School Administrators), other similar statewide, or other state or national organizations. In addition, the District shall pay the Superintendent's annual membership dues in other professional and community service organizations as may be approved by the Board while rendering services under this Agreement.

4. **Work Year.** The Superintendent shall be required to render two hundred twenty (220) workdays of full and regular service to the District during each annual period covered by this Agreement, exclusive of Saturdays, Sundays and holidays as defined in Education Code sections 37220 and 37221. Days worked in excess of 220 are considered non-work days. Both Parties recognize that the Superintendent is not entitled to overtime pay. The Superintendent is not entitled to vacation pay for non-work days.

5. **Superintendent's Duties.**

a. **General Rules.** The Superintendent is hereby employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the District policies. The Superintendent shall have primary responsibility for execution of Board Policy and responsibility for the duties prescribed by Education Code section 35035. The Superintendent shall be the Board's chief administrative officer.

b. **Personnel Matters.** The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer and dismissal of employees.

c. **Administrative Functions.** The Superintendent, as the chief administrative officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (6) establish and maintain

positive community, staff and Board relations; (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular and special meetings of the Board; (10) serve as secretary to the Board; and (11) perform such other duties as may be assigned by the Board.

6. **Board/Superintendent Responsibilities.** Although the Superintendent, as chief administrative officer of the Board, shall have primary responsibility for execution of Board policies and the day-to-day operations of the District, the Board shall retain primary responsibility for formulating and adopting Board policies. In addition, while the Superintendent shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board alone shall have the final authority to hire and dismiss District personnel.

7. **Professional Activities**. By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, teaching, speaking and writing. The Superintendent's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of the Superintendent's duties. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

8. **Evaluation.**

a. **Yearly Evaluation**. The Board shall discuss on an as-needed basis its working relationship with the Superintendent and his job performance. The Superintendent shall work with the Board to develop a timeline for each year's evaluation process. At least once a year and normally during the month of May a portion of a Board meeting shall be devoted to (1) formal criteria to be used to evaluate the Superintendent, (2) an oral and written evaluation of the Superintendent's performance, (3) a review of the Superintendent's salary and benefits, and (4) discussion of goals and objectives for the succeeding year. Nothing in this Agreement shall preclude the Board from evaluating the Superintendent more than one time per year, including a mid-year review. Among other criteria, the evaluation shall be based upon the job description and any mutually agreed upon goals and objectives.

b. **Board Review**. The Board shall conduct its evaluation of the Superintendent in closed session meetings of the Board and endeavor to complete the evaluation by June 30. The Board shall meet with and provide a copy of the evaluation report to the Superintendent. Based upon findings specified in the evaluation report, the Superintendent, in

collaboration with the Board, will prepare an action plan, if necessary, that will address areas identified as needing clarification, emphasis or improvement. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent and the Board President shall sign the evaluation report and action plan. The Superintendent shall have ten (10) calendar days from receipt of any evaluation to respond in writing. Evaluations and action plans relating to the Superintendent and any written comments in response shall be placed in the Superintendent's personnel file.

c. **Outside Facilitator**. Whenever it is deemed desirable by the Board, an outside facilitator may be mutually selected by the Board and the Superintendent to facilitate discussion of the Superintendent's performance, the Board-Superintendent relations and/or completion of the Superintendent's evaluation.

d. **Failure to Evaluate Non-Limiting**. The evaluation procedures and requirements set forth in this Agreement shall be the exclusive means by which the Superintendent is evaluated and are intended to supersede any other provisions concerning evaluation that might exist in applicable law or by virtue of any District rules, regulations, handbooks, policies or other agreements. Any failure on the part of the Board to meet the requirements or deadlines set forth in this paragraph shall not release the Superintendent from fully and faithfully performing the services required to be performed under this Agreement or constitute a default by the District of its obligations under this Agreement.

9. **Fitness for Duty Examination**. The Superintendent agrees to have a fitness for duty examination, by a District-appointed physician when requested by the Board. Following the examination, the Superintendent shall submit to the Board President a report from the examining physician certifying the Superintendent's fitness to perform the essential functions of his position. Any expense beyond that paid by insurance will be borne by the District. The purpose of the examination is to determine the Superintendent's fitness for service. The physician's report shall be treated as confidential information. The Superintendent agrees to execute any necessary medical releases or other documents to facilitate a comprehensive fitness for duty examination by the District-appointed physician.

10. **Termination of Agreement.**

a. **Mutual Consent**. This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.

b. **Resignation**. The Superintendent may resign and terminate this Agreement provided that he has given the Board written notice at least sixty (60) calendar days in advance of the effective date of termination, unless otherwise agreed by the Board.

c. **Non-Renewal of Agreement by District**. The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently 45-days prior notice), or other applicable provisions of law.

d. **Disability of the Superintendent.** If, as a result of a physical or mental disability, the Superintendent is unable to perform the essential functions of his position, even with reasonable accommodations, this Agreement may, at the Board's election, be terminated six months from the date the Board issues a written notice of termination.

i. **Physician's Report.** Prior to terminating this Agreement based upon the Superintendent's disability, the Board must receive a written report from a licensed physician establishing that the Superintendent is unable to perform the essential functions of his position. The Physician's report may be from a District-appointed physician, as set forth in section 9 above, or from a physician providing services to the Superintendent.

ii. **Notice from Superintendent.** If the Superintendent is informed by a physician that he is unable to perform the essential functions of his position, the Superintendent shall immediately request the physician to furnish the Board President with a written report containing those findings.

iii. **STRS.** If a physician issues a report indicating the Superintendent cannot perform the essential functions of his position, the Superintendent may apply for STRS disability benefits or STRS retirement.

iv. **Leaves.** If the Board elects to terminate this Agreement as a result of the physician's report establishing that the Superintendent cannot perform the essential functions of the position, the Superintendent shall, at the Board's election, cease performing the duties of his position and he shall exhaust all vacation days, in-lieu days, accumulated, unused sick leave days, and other paid leaves. Upon expiration of all paid leave entitlement, the parties shall have no further obligations to each other.

e. **Death.** Death of the Superintendent shall immediately terminate this Agreement. In such event, all salary and other monetary amounts due to the Superintendent up to the time of death, if any, shall be paid to the Superintendent's estate unless otherwise declared in writing by the Superintendent or directed by the executor of his estate.

f. **Termination for Cause.** The Board may terminate the Superintendent for: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or Board directives; (3) breach of this Agreement; (4) unsatisfactory performance; (5) any misconduct or dishonest behavior; or (6) conviction of or the entry of a plea of "nolo contendere" to any crime involving dishonesty, fraud, theft, physical violence, or the entry of a civil judgment against the Superintendent for fraud, breach of trust, or physical or emotional harm to any person. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If such cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in a closed session meeting. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

g. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to Superintendent a monthly sum equal to the difference between the Superintendent's salary in effect during his last month of service and the amount earned after the effective date of termination for the remainder of this Agreement or six (6) months, whichever is less. Payments to the Superintendent shall be made on a monthly basis unless the Board agrees otherwise. As a condition of payment, the Superintendent must file a written statement with the Board no later than the tenth (10th) day of each month listing his earnings for

the previous month. Failure to file the statement by the tenth (10th) day of each month shall result in the District having no duty to pay for that month.

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Superintendent, fully compensate the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

h. **Appointment of State Administrator or Trustee.** In the event that the District requires an emergency apportionment from the state resulting in the appointment of a state administrator or trustee under Education Code section 41326, this Agreement shall terminate upon the appointment of the administrator or trustee and his or her assumption of the duties of the position of the superintendent.

i. **Cash Settlement Related to Termination.** If this contract is terminated, any cash settlement related to the termination that the Superintendent may receive from the District

shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of his or her office or position. "An abuse of office" means either an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or a crime against public justice, including, but not limited to, a crime described in Title 7 of the California Penal Code starting with section 92 et seq.

11. **Extension of the Term of this Agreement.** Within sixty (60) days after completing the annual evaluation of the Superintendent, the Board shall consider the extension of this Agreement if the Superintendent so requests. If the Board elects not to extend the term of this Agreement, this Agreement shall remain in full force and effect until its expiration pursuant to its terms.

12. **Tax/Retirement/STRS Issues.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement. The Superintendent shall assume sole liability for all state, federal or employment tax consequences and retirement consequences and shall defend, indemnify and defend the District from all such consequences.

13. **Notification of Absence.** If the Superintendent plans on being absent from the District more than seven (7) continuous days, the Superintendent shall notify the Board President in advance.

14. **Annual Reporting Requirements.** The Superintendent shall report to the Board in writing on an annual basis the Superintendent's use of sick leave and other leave benefits.

15. **Professional Meetings.** The Superintendent is expected to attend appropriate professional meetings at local and state levels. Prior approval of the Board shall be obtained when the Superintendent attends a function outside of the State. The District shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth above.

16. **Notice of Application to Other Positions.** The Superintendent shall immediately notify the Board in writing prior to the Superintendent applying for another position with any other employer.

17. **Dispute Resolution.**

a. **Mediation.** The Superintendent and Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, the Superintendent or Board may request, in writing, to the other party to refer the dispute to mediation. This request must be made within

thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. The mediator's fee shall be paid by the District. Each party shall bear its own attorney fees and costs. The parties shall use a mediator through the California State Mediation and Conciliation Service. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the parties. Mediation pursuant to this provision shall be private and confidential. Only the parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other party unreasonably refuses to cooperate in the setting of mediation.

b. **Binding Arbitration.** The Superintendent and Board agree to submit all disputes regarding the termination of this Agreement to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the parties. Either party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within thirty (30) days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the parties' disputes, the request must be made within five (5) days of termination of the mediation. The parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) days. The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the parties. The arbitration shall take place in Alameda County, California, unless otherwise agreed by the parties. The arbitrator's fee shall be paid equally by both parties. Each party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281 et seq.

18. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

19. **Complete Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Superintendent's employment with the District. This instrument supersedes and replaces the existing employment agreement and all prior negotiations and all agreements proposed or otherwise, whether written or oral.

20. **Governing Law.** This Agreement has been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

21. **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.

22. **Execution.** 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.

23. **No Assignment.** This is an Agreement for personal services. The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

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

25. **Exclusivity.** To the extent permitted by law, the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or similar documents.

26. **Independent Representation.** The Superintendent and the Board 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.

27. **Management Hours.** The parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than forty (40) hours per week. The parties agree that the Superintendent shall not be entitled to overtime compensation or compensatory time off for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

28. **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.

29. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.

30. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

31. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

32. **Public Record.** The parties recognize that, once final, this Employment Agreement is a public record and must be made available to the public upon request.

PLEASANTON UNIFIED SCHOOL DISTRICT

Date: 9/24/2026

Kelly Baehr

Kelly Baehr, Board President

Date: 9/24/2026

Laurie Walker

Laurie Walker, Board Vice President

Date: 9/24/2026

Justin Brown, Board Member

Date: 9/24/2026

Mary Jo Carreon, Board Member

Date: 9/24/2026

Charlie Jones

Charlie Jones, Board Member

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above. I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentations during the job application process.

I further represent that I have not entered into an Agreement of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

I hold legal and valid administrative and pupil personnel services or teaching credentials each of which are or will be recorded in the Office of the Superintendent of Schools of Alameda County before receipt of my first payroll warrant. I further certify that I meet the qualifications of Education Code section 35028.

Dated: 9/24/26

Superintendent

SUPERINTENDENT'S SALARY SCHEDULE

Movement by the Superintendent on this Salary Schedule shall be contingent upon receiving an overall rating of satisfactory on the Superintendent's most recent annual evaluation

1/1/27-12/31/27	1/1/28-6/30/29	7/1/29-6/30/30
$321,000	$332,235	$343,864