

**EMPLOYMENT CONTRACT
BETWEEN DIOLINDA “DIDI” PETERSON
AND THE GOVERNING BOARD
OF THE SYLVAN UNION SCHOOL DISTRICT
OF STANISLAUS COUNTY, CALIFORNIA**

This Employment Contract (“CONTRACT”) is by and between the Governing Board of the SYLVAN UNION SCHOOL DISTRICT, hereinafter referred to as “BOARD” or “DISTRICT” and Diolinda “Didi” Peterson, hereinafter referred to as “SUPERINTENDENT.” This contract supersedes any and all other agreements between the parties as of the date of the commencement of the term of this CONTRACT.

NOW, THEREFORE, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

I. TERM

DISTRICT, in consideration of the promises by SUPERINTENDENT herein contained agrees to employ, and SUPERINTENDENT hereby accepts employment as DISTRICT SUPERINTENDENT of the SYLVAN UNION SCHOOL DISTRICT for a term commencing July 1, 2022 and ending June 30, 2025. If the BOARD collectively evaluates the performance of duties as being overall satisfactory in the SUPERINTENDENT’S evaluation for school years 2022/2023, 2023/2024, and 2024/2025, and the BOARD collectively determines the Superintendent has made satisfactory progress towards annual goals, the BOARD will take action to extend the CONTRACT for an additional year. This procedure will be followed annually.

II. COMPENSATION

A. DISTRICT shall pay SUPERINTENDENT an annual salary of one hundred ninety-five thousand dollars and zero cents (\$195,000.00). In addition, SUPERINTENDENT will receive an annual master’s stipend of two thousand three hundred five dollars (\$2,305.00). This annual salary is based on twelve (12) months of full time service totaling two hundred twenty-five (225) days of such service during each year of this CONTRACT. Salary shall be payable on the last day of each month in installments of one-twelfth of the annual salary rate for services rendered during the month then ending.

B. The BOARD may, with the mutual consent of SUPERINTENDENT, adjust SUPERINTENDENT’S base salary in accordance with Paragraph G of Article VI of this CONTRACT. Salary adjustment will be considered only after the State budget has been adopted, negotiations have been settled with SEA and CSEA, and an evaluation has been completed. The SUPERINTENDENT’S annual salary increase will not be tied to negotiated salary increase for bargaining units. When the above considerations are met, the SUPERINTENDENT shall alert the BOARD of the agreement to consider adjustments to this employment contract for the new contract year. The BOARD shall attempt to reach mutual agreement to salary adjustments as soon as possible.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT

The SUPERINTENDENT shall be the Executive Officer of the DISTRICT and shall serve as Secretary to the BOARD pursuant to Education Code sections 35025 and 35035. This CONTRACT is subject to all applicable laws of the State of California, including but not limited to the Brown Act (Government Code section 54950 et seq.), and to the lawful rules and regulations of the BOARD and the California State Board of Education. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this CONTRACT as though fully set forth herein.

The responsibility for selection, placement, and transfer of personnel shall be vested in the SUPERINTENDENT subject to compliance with laws, applicable collective bargaining agreements, and approval by the Board.

The SUPERINTENDENT will have the responsibility, subject to approval by the BOARD, to assign, organize, reorganize, and arrange the administrative and supervisory staff, including instructional and business staff, to best serve the Sylvan Union School District.

In all personnel matters, the SUPERINTENDENT shall present his recommendation to the BOARD. In the event that the BOARD does not approve said recommendation, the SUPERINTENDENT shall submit another recommendation to the BOARD within a reasonable time.

The BOARD, individually and collectively, will promptly refer to the SUPERINTENDENT important concerns and suggestions called to its attention. The SUPERINTENDENT will study the issue(s) and make recommendations

SUPERINTENDENT shall perform all duties prescribed by said laws, rules, and regulations, BOARD policy, and DISTRICT regulations, and shall carry out all directions of the BOARD.

IV. DUTY - NON-DUTY DAYS AND OTHER BENEFITS

A. Regular Services

SUPERINTENDENT shall be required to render twelve (12) months of full and regular service to the DISTRICT, totaling (225) days of service, during each annual period covered by this CONTRACT. The year is exclusive of Saturdays, Sundays, holidays, and vacation unless work on such days is otherwise approved by the BOARD.

B. Annual Vacation and Holidays

SUPERINTENDENT shall be entitled to twenty-two (22) days annual vacation with pay, and, in addition, shall receive holidays defined in Sections 37220 of the Education Code. Vacation may be accumulated from year to year, provided, however, that the SUPERINTENDENT receive prior BOARD approval AND such accumulated vacation shall at no time exceed a total of twenty (20) days. If this CONTRACT should be

terminated or expire before all earned and accrued vacation is taken, SUPERINTENDENT shall be entitled to receive compensation, at the per diem rate based on then current salary, for accumulated and unused vacation days up to but not to exceed the twenty (20) day maximum provided herein. Entitlement to such compensation is subject to the provisions of Article XI of this CONTRACT.

C. Illness Leave

SUPERINTENDENT shall accrue illness leave at the rate of one (1) day per month per CONTRACT year. This leave may accumulate without limit.

D. Other Leaves and Health and Welfare Benefits

DISTRICT shall provide SUPERINTENDENT with leaves as are provided to other management employees of the DISTRICT. DISTRICT shall provide SUPERINTENDENT with medical, dental, vision as afforded to other certificated management employees in the district.

E. Beginning July 1, 2022, the SUPERINTENDENT shall be entitled to retiree health benefits at the same vesting requirements and level provided retired certificated employees in the District.

V. GOALS AND OBJECTIVES

Not later than June 15 of each school year of this CONTRACT, the SUPERINTENDENT shall submit a list of proposed goals and objectives to the BOARD for the subsequent school year. Said goals and objectives shall reflect the results of that year's BOARD evaluation of the SUPERINTENDENT. The BOARD shall take action to approve the SUPERINTENDENT'S goals and objectives no later than the first meeting in August. Said goals and objectives shall be among the criteria by which SUPERINTENDENT is evaluated as hereafter provided.

VI. EVALUATION

- A. The BOARD shall evaluate, in writing, the performance of SUPERINTENDENT annually.
- B. The evaluation shall be related to the duties and responsibilities of SUPERINTENDENT as set forth in Article III, the goals and objectives established by the BOARD and SUPERINTENDENT as set forth in ARTICLE V, applicable laws and Governing Board Policy. Nothing herein shall limit or in any manner restrict the BOARD from evaluating SUPERINTENDENT on the performance of the full range of duties as prescribed by the laws of the State of California and applicable BOARD policies.
- C. The final format, procedures, and goals of SUPERINTENDENT's evaluation shall be established by the BOARD and SUPERINTENDENT and may include SUPERINTENDENT's self-evaluation. The BOARD may, in its discretion, revise the

format and procedure of SUPERINTENDENT's evaluation, but such revision shall first be preceded by reasonable notice to SUPERINTENDENT.

D. The evaluation format shall contain at least the following evaluation areas:

- (1) Relationship with the Governing Board;
- (2) Goal Setting and Implementation;
- (3) Leadership and Assessment;
- (4) Communication and Community Relations;
- (5) Professionalism;

The evaluation format shall use the following rating system:

- (1) Little /No Progress;
- (2) Below Expected Progress;
- (3) Expected Progress;
- (4) Exceeded Expected Progress;
- (5) Outstanding Progress;

The evaluation shall assess both overall performance and the specific criteria set forth in the evaluation format. An overall rating of (3) Expected Progress, or (4) Exceeded Expected Progress, or (5) Outstanding Progress shall constitute an overall satisfactory evaluation of SUPERINTENDENT's performance of duties within the meaning of Article I of this CONTRACT.

E. BOARD shall evaluate SUPERINTENDENT, in writing, not later than March 15 of each school year of this CONTRACT. SUPERINTENDENT shall remind the BOARD in writing of this requirement no later than the date of the last regular BOARD meeting in the month of January.

A copy of the written evaluation shall be delivered to SUPERINTENDENT no later than March 15 of the school year in which the evaluation takes place, and SUPERINTENDENT shall have the right to make a written response to the evaluation.

A BOARD subcommittee made up of BOARD President and Vice President (or designees) shall meet with SUPERINTENDENT to discuss SUPERINTENDENT's evaluation on or before March 15 of the school year in which the evaluation takes place.

F. If BOARD determines that the performance of SUPERINTENDENT is unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where BOARD deems performance to be unsatisfactory and may be included in other instances where BOARD deems such to be appropriate.

G. After evaluating SUPERINTENDENT, BOARD shall meet and consider whether SUPERINTENDENT's base salary shall be adjusted as a result of SUPERINTENDENT's performance during the school year to which the evaluation applies. Salary adjustments

can only be considered upon completion of the annual evaluation and shall be applicable prospectively, following the year to which the evaluation applies. BOARD shall comply with the provisions of Government Code section 54953(c)(3) (requiring an oral report of the recommended salary adjustment), 53262(a) (requiring ratification in open session), and 54956(b) (requiring that the SUPERINTENDENT's salary is discussed and acted upon at a regularly scheduled meeting.)

- H. Nothing herein shall limit the BOARD from exercising its discretion and legal authority to informally assess SUPERINTENDENT's performance on an as needed basis, including but not limited to holding lawful closed session discussions for this purpose.

VII. PROFESSIONAL GROWTH OF SUPERINTENDENT

DISTRICT encourages the continuing professional growth of SUPERINTENDENT through participation in:

- A. The operations, programs, and other activities conducted by educational associations; The District shall pay annual (ACSA) dues for the SUPERINTENDENT upon request from the SUPERINTENDENT;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities for DISTRICT.

DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT to attend such matters and shall pay in accordance with BOARD policy; necessary travel, registration, and other DISTRICT related expenses with prior BOARD approval. Only professional growth activities with prior BOARD approval shall receive reimbursement. The SUPERINTENDENT shall be allowed five thousand dollars for Superintendent Coaching over the term of the contract commencing July 1, 2022, and ending June 30, 2025 as part of professional growth.

VIII. EXPENSE REIMBURSEMENT

- A. Transportation

SUPERINTENDENT shall receive \$400 per month to compensate for the operation of a personal vehicle in relation to school district related activities. No additional reimbursement will be received for travel within the DISTRICT.

IX. MEDICAL EXAMINATIONS

Annual Examination: In light of the unique nature of the professional duties of SUPERINTENDENT, DISTRICT shall, at its option and expense, provide a complete medical examination of SUPERINTENDENT prior to April of each school year. SUPERINTENDENT shall notify the BOARD in writing annually of this requirement no later than the last BOARD meeting in March. The examination shall be conducted by a physician chosen by the SUPERINTENDENT. The DISTRICT shall be advised, in writing, by the physician of the continued physical fitness of SUPERINTENDENT to perform her duties, and such report shall be confidential and placed in the SUPERINTENDENT'S medical file.

X. TERMINATION OF EMPLOYMENT CONTRACT

This CONTRACT may be terminated prior to its normal expiration by:

- A. Failure by SUPERINTENDENT to maintain a valid California Administrative Credential;
- B. Mutual agreement of the parties;
- C. Retirement of SUPERINTENDENT;
- D. Death of SUPERINTENDENT;
- E. Disability or incapacity of SUPERINTENDENT;
 - 1. If SUPERINTENDENT is absent due to physical and/or mental condition(s), upon expiration of SUPERINTENDENT's sick leave entitlement as provided by this CONTRACT, statute and District policy, this CONTRACT shall be deemed terminated. Such determination shall be made upon receipt of a written evaluation by a licensed physician designated by the BOARD indicating the inability of SUPERINTENDENT to further serve in such position of employment.
 - 2. If SUPERINTENDENT is absent for a period of thirty (30) days or more, it is understood and agreed that BOARD may appoint an Interim Superintendent for the remainder of the period of SUPERINTENDENT's absence plus one (1) week. The Interim Superintendent shall perform all of the duties of the SUPERINTENDENT and have all the responsibilities of the position.
- F. Termination for Cause;

In the event of termination for cause, which shall be defined as conduct, which is seriously prejudicial to DISTRICT, this CONTRACT may be terminated. This shall include, but is not limited to, failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the DISTRICT, unprofessional conduct, insubordination, unsatisfactory performance, neglect of duty, or breach of contract. Should the BOARD elect to terminate this CONTRACT prior to its expiration pursuant to this section, the BOARD shall notify SUPERINTENDENT in writing. Upon request, BOARD shall serve upon SUPERINTENDENT a reasonably detailed statement of charges.

SUPERINTENDENT will be afforded an opportunity for a hearing that shall include the right to be represented by counsel and the right to call witnesses. If SUPERINTENDENT chooses to be accompanied by legal counsel at such hearing, SUPERINTENDENT shall personally bear any costs therein involved. Such hearing shall be conducted in closed session. Upon termination for cause under this Article XI (F), SUPERINTENDENT shall not be entitled to any compensation or benefits, including but not limited to health benefits.

G. Termination for Convenience

Notwithstanding any other provision of this CONTRACT, BOARD shall have the sole right, upon the giving of at least sixty (60) days notice, to terminate this CONTRACT during its term.

1. If the BOARD terminates the CONTRACT before its normal expiration, except pursuant Paragraph XI (A) through (F) above, the following terms shall apply. If the remaining term of the CONTRACT is less than twelve (12) months, the BOARD shall within thirty (30) days pay the SUPERINTENDENT the salary of the remaining term of the CONTRACT. If the unexpired term equals or exceeds twelve (12) months, the maximum cash settlement shall be an amount equal to the SUPERINTENDENT's then current monthly salary multiplied by twelve (12).
2. If SUPERINTENDENT is gainfully employed, or commences drawing retirement benefits from a Retirement System during any portion of the time she is being compensated by the DISTRICT pursuant to this Article XI (G), 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 SUPERINTENDENT is to be compensated by the DISTRICT pursuant to this Article XI (G), SUPERINTENDENT shall provide DISTRICT with a statement of earnings, if any, which shall become a pro-rated offset against the DISTRICT's monthly obligation.

3. The compensation set forth in Article XI (G)(1) above shall be the only compensation of any kind which shall be due SUPERINTENDENT upon termination of this CONTRACT pursuant to this Article XI (G). Upon termination for cause under this Article XI (G), SUPERINTENDENT shall not be entitled to any other compensation or benefits, including but not limited to health benefits.
4. The parties agree that the provisions added to the Government Code by AB 1344 (including but not limited to Government Code sections 53243 through 53243.4) shall apply to any proceeds paid to Superintendent under this Section.

H. Unilateral Termination by Superintendent

1. Should the SUPERINTENDENT choose to voluntarily seek employment elsewhere during the term of this CONTRACT, SUPERINTENDENT will provide the BOARD with advance written notice of the intention to do so, together with

reasons. Failure by the SUPERINTENDENT to comply with this provision may, within the discretion of the BOARD, be deemed to be a breach of this CONTRACT within the meaning of Article XI (F) herein.

2. Should the SUPERINTENDENT receive unsolicited offers of employment or requests to be a candidate for other employment, SUPERINTENDENT shall immediately notify the BOARD in writing of such intention to pursue these offers or requests prior to becoming a candidate for any position. Failure by the SUPERINTENDENT to comply with this provision may, within the discretion of the Board, be deemed to be a breach of this CONTRACT within the meaning of Article XI (F) herein.
3. The SUPERINTENDENT may, at SUPERINTENDENT'S option, unilaterally terminate this Agreement by giving at least ninety (90) calendar days notice to the BOARD. Failure by the SUPERINTENDENT to comply with this provision may, within the discretion of the Board, be deemed to be a breach of this CONTRACT within the meaning of Article XI (F) herein.

I. Unused Vacation Compensation

In the event of early termination of this CONTRACT by any means set forth in this Article, SUPERINTENDENT shall be compensated for all unused vacation days to which she is entitled up to the maximum accrual amount set forth in Article IV (B) of this CONTRACT.

J. RENEWAL OF EMPLOYMENT CONTRACT

Pursuant to Education Code section 35031, BOARD shall notify SUPERINTENDENT at least forty-five (45) days prior to the expiration of this CONTRACT of BOARD'S decision as to whether to renew this CONTRACT. SUPERINTENDENT shall notify BOARD in writing of this requirement no later than the date of the last regular BOARD meeting in March of the year in which this CONTRACT is due to expire. If for any reason the scheduling and/or cancellation of BOARD meetings prevent compliance with this requirement, SUPERINTENDENT shall nevertheless be required to provide BOARD with the written notice set forth herein at least ninety (90) days prior to the expiration of the CONTRACT. Failure by the SUPERINTENDENT to comply with the notice requirements set forth herein may, within the discretion of the Board, be deemed to be a breach of this CONTRACT within the meaning of Article XI (F) herein.

XIII. GENERAL PROVISIONS

A. Governing Law

This CONTRACT, and the rights and obligations of the parties, shall be governed and construed in accordance with the 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 GOVERNING BOARD of the SYLVAN UNION SCHOOL DISTRICT. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this CONTRACT as though fully set forth herein.

B. Entire Agreement

This CONTRACT contains the entire agreement and understanding between the parties. It supersedes and replaces any prior CONTRACTS between the parties. There are no oral understandings, terms or conditions, and neither party has relied on any representations, express or implied, not contained in this CONTRACT.

C. Amendment

This CONTRACT may be amended at any time during the term of this CONTRACT. However, such amendment shall be in writing and is effective only with the mutual written consent of the SUPERINTENDENT and the BOARD.

D. Severability

If any provision of this CONTRACT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this CONTRACT shall continue in full force and effect.

E. Indemnity

To the extent permitted under the provisions of Government Code Sections 825 and 995, the district shall defend the Superintendent from any and all claims, suits, actions, and legal proceedings brought against the Superintendent in the 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 proceedings arose while the Superintendent was acting within the scope of employment; and further provided that defense of the action or proceeding by the District would not create a specific conflict of interest between the District and the SUPERINTENDENT. Unless there is a finding of criminal action, actual fraud, corruption, or actual malice, the District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, and actions and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in the Superintendent's 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 Superintendent was acting within the scope of the Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this contract and its provisions, duties, and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.

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IN WITNESS HERETO, we affix our signatures to this CONTRACT as the full and complete understanding of the relationships between parties hereto

GOVERNING BOARD OF THE
SYLVAN UNION SCHOOL DISTRICT:

Christine Harvey, President

Date

Cynthia Lindsey, Vice President

Date

I hereby accept this CONTRACT of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of SUPERINTENDENT of the Sylvan Union School District.

Diolinda "Didi" Peterson

Date