

**EMPLOYMENT CONTRACT  
BETWEEN ADRIAN PALAZUELOS  
AND THE SONOMA VALLEY UNIFIED SCHOOL DISTRICT**

This Employment Contract ("Contract") is by and between Adrian Palazuelos ("Superintendent") and the Governing Board ("Board") of the Sonoma Valley Unified School District ("District").

NOW, THEREFORE, Board offers, and Superintendent accepts, employment as District Superintendent.

FURTHERMORE, in consideration of the foregoing and of the terms and conditions set forth herein, Board and Superintendent hereto agree as follows:

**Contract Term**

1. Board employs Superintendent commencing on June 1, 2021, and ending on June 30, 2024, unless such employment is terminated earlier pursuant to the provisions of the Contract or extended as otherwise provided herein or by law.

**Work Year and Hours of Work**

2. Effective July 1, 2021, Superintendent shall render twelve (12) months of full and regular service in the amount of two hundred twenty-five (225) work days to District except for District-approved holidays, and approved leaves as set forth in the Contract. It is understood that the demands of the position of Superintendent may require more than eight (8) hours a day and/or forty (40) hours per work week. Superintendent is neither entitled to receive overtime compensation nor additional compensation if he works additional days beyond the 225 per school year.

On annual basis, Superintendent shall complete a school year calendar indicating two hundred twenty-five (225) work days, which shall be provided to the Board within two weeks of the execution of this Agreement for the 2021-2022 school year and at least thirty (30) days prior to July 1 for the subsequent school year. Any changes in the submitted work calendar in excess of five (5) work days requires pre-approval by the Board.

**Compensation**

3. Superintendent is employed as a full-time employee of District with an annual salary of two hundred thirty thousand dollars (\$230,000). The annual salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Contract shall be one thousand twenty-two dollars and twenty-two cents (\$1,022.22). The Board shall approve a single salary step schedule reflecting the annual salary and daily rate in this Section. Additionally, to maintain equity with other certificated employees of the district, the Superintendent shall receive one thousand dollars (\$1,000) per year for earned

Master's Degree and one thousand eight hundred dollars (\$1,800) per year for earned Doctorate degree for a total of two thousand eight hundred dollars (\$2,800).

4. The Board reserves the right to increase the Superintendent's salary for any year or any portion of a year of this Agreement, at an open session at a regular meeting of the Board in accordance with the Brown Act, with the mutual written consent of the Superintendent and the Board. Any change in salary, whether by step increase following a satisfactory evaluation or with the mutual consent of the Superintendent, shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

### **Fringe Benefits**

#### Medical, Dental and Vision Insurance

5. The Superintendent shall be entitled to receive the same District-paid health, dental, vision benefits as provided to other certificated employees of the District.

#### Retirement Contribution

6. Superintendent is responsible for his share of contributions to CalSTRS.

#### Moving Expenses

7. Accepting the position of Superintendent will involve Superintendent moving his place of residence, which is currently located at Fillmore, California. To assist in defraying the one-time costs associated with this move, District shall reimburse Superintendent for his actual expenses associated with moving his household goods by a professional moving company, up to a maximum of ten thousand dollars (\$10,000), provided that (i) Superintendent's new place of residence will be located within thirty (30) miles of the District's administrative office (17850 Railroad Avenue, Sonoma, CA 95476), (ii) Superintendent moves to his new place of residence within the first four months of the Contract, and (iii) the distance between Superintendent's current and new place of residence is at least 50 miles. The amount shall be paid to Superintendent within 30 days of submission of itemized moving and relocation expense (which includes temporary lodging expenses) invoices to District. Reimbursement is contingent upon pre-approval by Board President and upon Superintendent placing an item on the first available Board meeting agenda disclosing all moving expenses.

### **Work Related Expenses**

#### Reimbursement for work related expenses

8. District shall pay Superintendent four hundred dollars (\$400) per month for costs associated with travel within Sonoma County while Superintendent is performing the duties of Superintendent as described in this Contract. Superintendent shall not be entitled to the payment in this Section if the Superintendent is on administrative leave.

District shall reimburse Superintendent for all documented ordinary and necessary expenses, including mileage reimbursement outside of Sonoma County, incurred relative to employment as Superintendent and consistent with Administrative Regulation 3350, and guidelines applicable to other certificated management employees.

9. Unless otherwise addressed in the Contract, if the Superintendent seeks to be reimbursed for the cost of traveling outside of Sonoma County, such as for attending an out-of-district conference, the Superintendent shall obtain written approval from Board President before incurring the expense.

#### Professional Dues

10. District shall pay Superintendent's annual dues to the Association of California School Administrators ("ACSA"), American Association of School Administrators ("AASA"), and Association for Supervision and Curriculum Development ("ASCD").

#### Technology Devices

11. Board shall provide to Superintendent, at District expense, laptop computer and/or tablet, and a cell phone, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.
12. All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.
13. When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.
14. Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which he has conducted any District business, regardless of whether the device is provided by District pursuant to the Contract. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

## **Leaves**

### Illness Leave

15. The Superintendent shall be allocated twelve (12) days of sick leave annually. Up to seven (7) of these sick leave days may be used annually for personal necessity. The Superintendent shall report to the Governing Board in writing if the Superintendent uses more than five (5) consecutive work days of sick leave.
16. Accrued unused illness leave shall not be compensable upon separation.

### Vacation

17. Superintendent shall not accrue any paid vacation days.

### Personal and other leaves

18. Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves provided to District's certificated management employees as referenced in Administrative Regulations 4161.1 and 4161.2.

## **Professional Development**

19. The Superintendent is expected to attend appropriate professional meetings at local, state and national levels and to periodically report to the Board his appraisal of such meetings that occur outside of Sonoma County. Prior approval of the Board shall be obtained when the Superintendent attends a function outside the State of California.

## **General Duties**

20. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent shall be the Chief Executive Officer of District.
21. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate his duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.
22. Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his duties, Superintendent shall provide educational leadership to District and make student learning and student success his highest priorities. Superintendent shall endeavor to maintain and improve his professional competence by all available means,

including subscription to and reading of appropriate periodicals, which may be available only on the Internet and membership in appropriate associations.

23. Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.
24. For any time period during which at least one district facility is open and Superintendent is unavailable, Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties and, when doing so, shall notify Board President.
25. The Board shall promptly refer all complaints to the Superintendent, except when the Superintendent is the subject of the complaint. The Superintendent shall respond, in accordance with applicable policies and regulations, to all complaints whether lodged directly with him/her or brought to his/her attention upon referral by the Board or a third party.

#### **Administrative and Board-Related Duties**

26. Superintendent shall establish and maintain positive community, staff, and Board relations. Superintendent shall be responsible for implementing and the Board shall participate in Board governance workshops for the Board and Superintendent.
27. Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.
28. Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.
29. Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification.
30. Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.
31. As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.
32. Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.

33. Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.
34. Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.
35. Superintendent shall enter into contracts for and on behalf of District, subject to Board review, approval, and/or ratification as required by law.
36. Superintendent shall have such other duties properly delegated to him by Board policies or by other Board actions.

#### **Personnel Duties**

37. Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and shall evaluate all cabinet members pursuant to their contracts as well as Board policies and regulations.
38. Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.
39. As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. He shall also be responsible to periodically evaluate or cause to be evaluated all District employees.
40. Superintendent shall provide leadership and direction in negotiations with all labor groups.

#### **External Relation Duties**

41. Superintendent shall represent District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results.
42. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.
43. Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Sections 7 and 8 of the Contract.
44. Superintendent shall regularly report to Board on all external relations activities.

## **Other Duties**

### Medical Exam

45. As a precondition to employment with the District, the Superintendent shall be required to satisfactorily pass a physical examination conducted at District expense by a physician of the Superintendent's selection. The Superintendent shall also be required to take a physical examination at least once every other year. The report of the physical examination shall be given directly to the Superintendent; however, the examining physician shall advise the Board in writing of the Superintendent's continued physical fitness to perform the duties of Superintendent, with or without reasonable accommodation. The costs of the physical examination shall be paid by the District unless such costs are covered by an applicable health insurance plan.

### Driver's License

46. Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

### Additional Duties

47. Superintendent shall carry out all lawful activities related to the position of Superintendent as directed by Board from time to time.

## **Evaluation**

48. Board shall evaluate Superintendent in each year, utilizing the process set forth in Paragraphs 48 through 57, inclusive.
49. Prior to September 1 of each year, Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Contract, Board's strategic planning priorities and any other criteria chosen by Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by Superintendent.
50. Prior to October 1 of each year, Board shall, in writing, provide Superintendent with the evaluation instrument that Board will use to assess Superintendent's performance based on the goals and objectives established pursuant to Paragraph 49. The evaluation instrument shall include an overall job performance rating of "Exceeds Expectations," "Satisfactory," "Needs Improvement," and "Unsatisfactory."
51. Prior to January 31 of each year, Board shall informally check in with Superintendent on his performance goals and objectives for that school year.
52. Prior to April 1 of each year, Superintendent shall remind Board in writing of Board's evaluation obligations under the Contract, and Superintendent and Board shall agree on

dates for Superintendent's evaluation and the other steps of the evaluation process as described herein.

53. Prior to May 31 of each year, Superintendent shall provide Board with an annual report regarding the state of the District and shall also make a presentation based on the report at a regularly scheduled Board meeting.
54. Prior to June 1 of each year, Superintendent shall present Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.
55. Prior to June 30 of each year, and after receiving Superintendent's state of the District report and self-evaluation, each of the following shall occur:
  - ☐ Each Board member shall individually complete the evaluation instrument;
  - ☐ Board will devote a portion of at least one (1) closed session meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
  - ☐ Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.
56. The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent.
57. Failure of Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Paragraphs 58 through 68, inclusive.

#### **Contract Non-Renewal**

##### Notice

58. Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if Board fails to provide notice of non-renewal, the Contract shall automatically be renewed on the same terms but only for a period of one year.



### Superintendent's Duty to Notify Board

59. Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Contract, Superintendent shall, in writing, remind each Board member of Board's obligation to give written notice pursuant to Section 58. Failure by Superintendent to provide notice to Board shall invalidate the notice requirement under Section 58 and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and in Section 58.

### **Termination for Cause**

60. Notwithstanding any other provision of the Contract, Superintendent may be terminated for cause prior to the expiration of the Contract, for any of the following:
- ☐ Failure by Superintendent to possess or maintain a valid California Administrative Credential
  - ☐ Suspension or revocation of Superintendent's California Administrative Credential
  - ☐ Neglect of Duty
  - ☐ Physical or mental inability of Superintendent to perform his duties
  - ☐ Material breach of the Contract
  - ☐ Superintendent interviews for any other position during the term of the Contract and he fails to notify Board President within three days of the interview
  - ☐ Any other legally permissible reason
61. Any other legally permissible reason includes, but is not limited to, conduct that is detrimental to District. The Superintendent may be terminated for cause for any items listed in Education Code section 44932. Superintendent acknowledges that he is District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.
62. Prior to terminating Superintendent for cause, Board shall give Superintendent thirty (30) days written notice of its intention to terminate him for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are

expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.

63. Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further benefit under the Contract including, but not limited to, the benefits described in Sections 3 through 11, inclusive.
64. A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

#### **Termination without Cause**

65. Notwithstanding any other provision of the Contract, Board shall have the sole right to terminate Superintendent without cause at any time before its normal expiration. If Board terminates Superintendent without cause before its normal expiration, it shall pay to Superintendent his base salary and medical/dental/vision, but not the monthly travel allowance in Section 8, for either twelve (12) months or the number of months remaining on the Contract, whichever is less. Payment shall be made in equal monthly installments on the District's regular payroll cycle following the effective date of termination.
66. The compensation set forth in Section 65 shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

#### **Termination by Mutual Consent**

67. Notwithstanding any other provision of the Contract, Board and Superintendent may, by mutual consent, terminate the Contract before its expiration.
68. If the Contract is terminated under Section 67, the maximum cash settlement that Superintendent may receive shall either be (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Contract or (ii) an amount equal to the monthly salary of Superintendent multiplied by twelve (12), whichever is less. Additionally, the Superintendent shall receive health benefits for the same period of time in accordance with Government Code section 53261. This Section is set forth herein because it is required by subdivision (a) of Government Code Section 53260, but the Parties agree that it shall be superseded by the provisions set forth in Sections 60 through 64 in the event that Superintendent is terminated for cause or by the limitations set for in Sections 65 and 66 in the event that Superintendent is terminated without cause.

### **Termination by Death**

69. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

### **Liability for Taxes**

70. Notwithstanding any other provision of the Contract, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

### **Superintendent Indemnification**

71. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him in his personal capacity or in his official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his employment with District. Upon retirement or separation from the District, the Superintendent will continue to be indemnified for any actions taken against him related to his role as Superintendent in accordance with Government Code section 995.
72. In no event will any individual Board member be personally liable for indemnifying Superintendent.

### **General Provisions**

#### Full and Complete Contract

73. The Contract is the full and complete contract between the Parties. It can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval.

#### Entire Contract

74. The Contract contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and Superintendent.

#### Applicable Laws

75. Except as modified pursuant to Sections 58, 59, and 68 or by another express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

#### Construction

76. The Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

#### Delivery of Notices

77. All notices permitted or required under the Contract shall be given to Superintendent at the following address: 17850 Railroad Avenue, Sonoma, CA 95476.
78. Such notices shall be deemed received when personally delivered, or when deposited in the U.S. Mail or sent via email to: [adrianepalazuelos@gmail.com](mailto:adrianepalazuelos@gmail.com). However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### Headings

79. The headings of Sections of the Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Contract.

#### Attorney's Fees

80. In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

#### Severability

81. If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract.

#### AB 1344

82. If Superintendent is convicted of a crime involving abuse of his office, Superintendent shall reimburse District for all applicable costs pursuant to Article 2.6 (commencing with Section 53243) of Chapter 2 of Part 1 of Division 2 of the Government Code.
83. Pursuant to Government Code Section 53243.2, any funds received by Superintendent from District resulting from Board's decision to terminate Superintendent without cause pursuant to Sections 65 and 66 or by mutual consent pursuant to Sections 67 and 68, inclusive, shall be fully reimbursed to District if Superintendent is convicted of a crime involving the abuse of his powers of office. If District funds the criminal defense of Superintendent against charges involving the abuse of his office or position, and Superintendent is then convicted of those charges, Superintendent shall fully reimburse District for all District funds paid for Superintendent's criminal defense.

#### Governing Law and Venue

84. The Contract, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving Sonoma County, State of California.

#### No Assignment

85. Superintendent may not assign or transfer any rights granted or obligations assumed in the Contract.

#### Conflict with Board Policies

86. In the event of a conflict between the terms of the Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Contract shall prevail.

#### Seniority

87. The Superintendent shall not be considered a school site administrator for purposes of Education Code Section 44956.5.

#### Use of Terms Contract, Employee Agreement, Agreement

88. The terms "Contract", "Employee Agreement", and, in context, "Agreement" all refer to this legal document.

Board Approval

89. This Agreement shall not take effect until its approval by District's Board as required by law.

*Melanie Blake*

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Melanie Blake, President  
Board of Trustees of the Sonoma Valley Unified School District  
Sonoma County, California