

**First Amendment to
Employment Agreement
Between
Sonoma Valley Unified School District
And
Superintendent Socorro Shiels**

This is an Amendment to the existing Employment Agreement entered into between Sonoma Valley Unified School District (hereinafter "District" or "Board") and Superintendent Socorro Shiels (hereinafter "Superintendent") that was approved on May 8, 2018 ("Agreement").

Section 20, General Conditions, paragraph (e) of the Agreement states:

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 It may be modified or superseded only by a written instrument executed by both of the parties.

The Board desires to modify the Agreement and therefore, the Parties agree to the following:

1. Term: The term of the Superintendent's employment shall be November 17, 2020 to [DATE], unless such employment is terminated earlier pursuant to the provisions of the Contract or extended as otherwise provided herein or by law.
2. Salary. The salary of the Superintendent for the 2021-22 school year shall be Step 7 of the Management Salary Schedule, attached hereto and incorporated by this reference. The Superintendent shall annually advance a step on the Management Salary Schedule upon a satisfactory evaluation. Any increase shall be discussed and approved in open session at a regular meeting pursuant to Government Code section 54956(b). A change in salary during the term of this Agreement shall not constitute the creation of a new contract or extend the termination date of this Agreement.
7. Evaluation. Paragraph (d) on Page 3 of the Agreement is revised as follows:

Commencing July 1, 2021, if Superintendent has not received a written evaluation by July 1, the Superintendent's evaluation will be deemed to have been satisfactory for the prior school year. Should the Superintendent receive a satisfactory evaluation or performance is deemed satisfactory pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not exceed three years. An amendment for the extension of the term of this Agreement shall be approved at a regularly scheduled Board

Meeting. The Board may evaluate and discuss the performance of the Superintendent at any time during the term of this Agreement. If the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall communicate its evaluation to the Superintendent.

The Agreement, Section 7, Evaluation, contains duplicate Paragraphs (c) and (d) on Pages 3 and 4. Paragraph (c) on Page 4 of the Agreement is now identified as Paragraph (e).

Paragraph (d) on Page 4 of the Agreement is deleted.

13. Termination. Paragraph (c) of the Agreement is revised as follows:

The Board reserves the right without cause to terminate this Agreement upon 45 days' written notice to the Superintendent. In the event of such unilateral termination, the District shall continue to pay the Superintendent's salary and benefits from the date of termination for twelve months or the salary for the number of months remaining on the Agreement, if such remainder is less than twelve (12) months. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time and as such terms as contained in the settlement. This provision is required by Government Code sections 53260 and 53261, and shall be implemented consistent with that law.

Dated: _____

Dated: _____

By: _____

John Kelly
President

By: _____

Socorro Shields
Superintendent

DATE OF GOVERNING BOARD APPROVAL: _____