

MT. DIABLO UNIFIED SCHOOL DISTRICT
FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT AND
RESTATEMENT OF THE EMPLOYMENT AGREEMENT
FOR SERVICES OF DISTRICT SUPERINTENDENT

This Fifth Amendment to and Restatement of the Employment Agreement, dated August 28, 2013, and effective September 13, 2013, and as amended on October 14, 2014, on September 14, 2015, on August 8, 2016, and on March 27, 2017 is made, entered, and restated on September 25, 2017 by the GOVERNING BOARD OF THE MT. DIABLO UNIFIED SCHOOL DISTRICT (“Board”) on behalf of the MT. DIABLO UNIFIED SCHOOL DISTRICT (“District”) and NELLIE MEYER, Ed. D., (“Superintendent” or “Dr. Meyer”).

WHEREAS, the Board initially retained the services of Dr. Meyer in August 2013 for a term ending on June 30, 2016;

WHEREAS, the Board extended said Agreement by a First Amendment dated October 15, 2014 to June 30, 2017, by a Second Amendment dated September 14, 2015 to June 30, 2019, by a Third Amendment dated August 8, 2016 to June 30, 2020, and by a Fourth Amendment dated March 27, 2017 to June 30, 2020;

WHEREAS, the Board has evaluated Dr. Meyer and found her performance to be more than satisfactory pursuant to sections 2 (RENEWAL) and 3 (EVALUATION) of the initial Employment Agreement;

NOW, THEREFORE, the Board and the Superintendent, for consideration stated herein, hereby agree as follows:

1. The Employment Agreement is amended to state the new term of the Employment Agreement is from July 1, 2017 to June 30, 2021, unless further extended as provided in this amended and restated Employment Agreement.

2. The Amended and Restated Employment Agreement provides an annual base salary for Superintendent of \$280,000.00 for fiscal years 2016-17 and 2017-18, effective July 1, 2016, and following, unless changed in writing by the parties. Pursuant to District policy, the Superintendent will continue to receive a stipend of \$2,000.00 annually for her Ph.D. in addition to the base salary above.

3. As stated in section 5.4 the initial Employment Agreement, the Superintendent shall be eligible for such health benefits as provided to other 12 month administrators on such terms as applicable to them, currently as approved on November 14, 2016, and as those health benefits and terms may be amended from time to time.

4. In addition to those organizations stated in section 5.6 of the initial Employment Agreement, the District shall pay for the annual dues for the Superintendent

for membership in the AASA, The School Superintendents Association, during the Term of this Employment Agreement.

5. All other terms and conditions of the initial Employment Agreement and the previous three Amendments shall remain in force and effect and are hereby incorporated by this reference, except for section 5.8 (Relocation Expenses), which was previously agreed by the parties to be fully performed and satisfied.

IN WITNESS WHEREOF, the parties hereto, affix their signatures to this Fourth Amendment and Restated Employment Agreement at Concord, California as of the date stated above.

GOVERNING BOARD OF THE MT. DIABLO UNIFIED SCHOOL DISTRICT

Debra Mason, President

Cheryl Hansen, Vice President

Brian Lawrence, Board Member

Linda Mayo, Board Member

Joanne Durkee, Board Member

SUPERINTENDENT

Approved as To Form:

Nellie Meyer, Ed.D.

Lawrence M. Schoenke, Attorney
Atkinson Andelson Loya Ruud & Romo