

**CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES BETWEEN
THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT AND
SUE WIESER**

This Contract is by and between the Governing Board of the San Mateo-Foster City School District, an elementary school district in the County of San Mateo, State of California, hereinafter referred to as "District" or "Board" and Sue Wieser, hereinafter referred to as "Assistant Superintendent".

Now, therefore, the Board of Trustees for the District and Sue Wieser agree as follows:

- 1. Term/Salary:** Sue Wieser will be employed by the District as Assistant Superintendent of Human Resources for a term of 23 months beginning August 1, 2017 and ending June 30, 2019, at an annual salary of \$199,413. The salary shall be prorated for less than a full year of service in 2017-2018. The District and Assistant Superintendent retain the right to increase, but not decrease, the annual salary rate for any or all years of this Contract.
- 2. Duties:** The Assistant Superintendent shall be responsible to the District Superintendent. She shall have the powers and perform the duties of an Assistant Superintendent as provided by law and delegated to her by the Governing Board and the Superintendent. The Assistant Superintendent shall work under the direction of the Superintendent and shall execute all powers and duties in accordance with the policies adopted by the Governing Board, and the rules and regulations of the State of California.
- 3. Fringe Benefits:** In addition to salary, the District shall provide the following for the term of this Contract:
 - a. Term Life insurance policy of \$150,000 in addition to the existing group policy for management employees, or an equal premium amount applied toward a disability policy for the duration of the Contract.
 - b. Sick days accrued at the rate of twelve (12) days per year, prorated for less than a full year of service. Accrued but unused sick days shall be carried forward from year to year as presently provided by law and the rules and regulations of the District, which are now in effect.
 - c. The District will provide a dental and vision package equal to that made available to other management employees. The District will provide medical coverage at the Kaiser rate for employee only. The Assistant Superintendent will not be eligible for lifetime health benefits.
 - d. Payment of membership for Assistant Superintendent in the Association of California School Administrators, and two other professional organizations of choice with the approval of the Superintendent during the term of this Contract.
- 4. Work Year:** The Assistant Superintendent shall render service for twelve (12) months per year (July 1 to June 30) during the period covered by this Contract, except that in 2017-2018 she shall serve for eleven (11) months. She shall be entitled to a vacation of twenty (20) working days with full pay per year, prorated for less than a full year of service. At the conclusion of each fiscal year, the District shall pay to the

Assistant Superintendent the amount owed to the Assistant Superintendent for any unused vacation days accumulated during that fiscal year. In the event of termination, vacation allowance accumulated but not used under this Contract will be paid in a lump sum, including an amount equal to the District's retirement contribution had the Assistant Superintendent taken the accumulated vacation. The Assistant Superintendent may not accrue more than 20 vacation days without the specific authorization of the Board. The Assistant Superintendent shall be entitled to receive holidays as detailed in Education Code Section 37220 and under District policies and procedures.

- 5. Expenses:** Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy or Administrative Regulation, the Assistant Superintendent is required to possess and maintain an automobile to be used in the performance of her regularly assigned duties at her own expense. Mileage may be reimbursed in accordance with Board Policy or applicable Administrative Regulations.

The Assistant Superintendent shall possess and maintain a cellular phone for the performance of her regularly assigned duties at her own expense. District shall reimburse the Assistant Superintendent for her cellular phone at the rate of \$50 per month.

District shall reimburse the Assistant Superintendent for actual and necessary expenses which she may incur in the performance of services for the District and within the scope of her employment.

- 6. Outside Employment:** It is understood that the Assistant Superintendent will be free to engage in outside activities for compensation, as long as they do not create conflicts with the duties of the Assistant Superintendent or interfere with her job responsibilities.
- 7. Leaves:** The Assistant Superintendent shall be entitled to leaves of absence and to participate on professional committees, as may be provided by District policies or regulations, or as may be mutually agreed upon by the Superintendent and the Assistant Superintendent.
- 8. Evaluation:** The Superintendent shall evaluate the Assistant Superintendent annually. The evaluation shall be based on the Assistant Superintendent's written job description and on annual performance goals developed by the Assistant Superintendent and Superintendent.
- a. The evaluation will be a joint project of the Assistant Superintendent and the Superintendent. "Written job description" means a list of job responsibilities with a clear indication of the Assistant Superintendent's authority, realm of responsibility, and performance standards.
 - b. The evaluation of the Assistant Superintendent's performance shall be completed during each year of this Contract during a time mutually agreeable to both parties.
 - c. Upon receipt of an overall satisfactory annual performance evaluation by the Superintendent, the Assistant Superintendent's employment agreement shall be renewed for a new two year term, effective on July 1 of the school year immediately following the year in which the Assistant Superintendent was

evaluated. The Board shall ratify the Contract renewal in open session.

- d. In the event the Superintendent should become dissatisfied and/or identifies deficiencies in areas needed-to-be-improved in the job description of the Assistant Superintendent, the Superintendent will so notify her as soon as possible.

9. Contract Extension/Non-Renewal/Termination:

Contract Extension: At any time during the term of this Contract, the Board may elect to extend this Contract.

Non-Renewal: If the Board decides not to reelect or reemploy the Assistant Superintendent at the expiration of this Contract, the Board shall notify the Assistant Superintendent in writing at least forty five (45) days before this Contract or any extension or renewal of this Contract expires.

Termination: This Contract may be terminated prior to the expiration of the Contract term as follows:

Mutual Consent

The parties may terminate the Contract by written mutual consent.

Termination For Cause

The Board may terminate the Contract for cause, including but not limited to material breach of Contract or any grounds constituting good cause, including those causes listed in Education Code section 44932. Notice of termination for cause shall be given in writing, and the Assistant Superintendent shall be entitled to appear before the Board to discuss such causes. If the Assistant Superintendent chooses to be accompanied or advised by legal counsel at such meeting, she shall bear any costs related to such representation. Such meeting shall be conducted in closed session unless specifically prohibited by State law. The Assistant Superintendent shall be provided a written decision describing the results of the meeting. The Assistant Superintendent shall not be entitled to severance pay in the event of termination for cause.

Unilateral Termination by Board

The Board may terminate the Contract without cause upon ninety (90) days' written notice provided that the District shall pay the Assistant Superintendent, as severance pay, the Assistant Superintendent's base salary which she would have earned under this Contract to the date of termination, not to exceed six month's base salary. Base salary is the annual salary amount specified in section 1 above. This amount shall include the ninety day notice period.

Pursuant to Government Code section 53261, in the event of termination of this Contract for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period not to exceed the period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains employment before the measuring period has expired.

If the Contract is terminated, the Assistant Superintendent shall fully reimburse the District for any cash settlement related to the termination that she may receive from the

District if she is convicted of a crime involving an abuse of office or position.

Unilateral Termination by Assistant Superintendent /Notice of Application for Employment

The Assistant Superintendent may unilaterally terminate the Contract provided that, unless otherwise waived by the Board, the Assistant Superintendent shall give at least ninety (90) days' advance written notice. Notwithstanding the provisions of section 4 above, for each day less than ninety (90) days' advance written notice, the Assistant Superintendent's unused vacation days shall be reduced by one day. Should the Assistant Superintendent become interested in a position elsewhere during the term of this Contract, she shall advise the Superintendent of this interest before she is interviewed for such position.

10. General Provisions:

- a. **Governing Law and Venue:** This Contract shall be effective August 1, 2017 and is subject to all applicable laws of the State of California and to the rules and regulations of the California State Board of Education and the Board.
- b. **Entire Contract:** This Contract contains the entire Contract and understanding between the parties. There is no oral understanding between the parties, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this Contract.
- c. **Severability:** In the event that one or more of the clauses of this Contract is void or voidable, the remaining portions of the Contract remain in full force and effect.
- d. **Modification:** This Contract cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties. Any party requesting a modification shall give thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the Governing Board approved this Contract at a regular meeting on _____.

Board President

Date

Superintendent

Date

Board Member

Date

Board Member

Date

Board Member

Date

Board Member

Date

I hereby accept the above offer of employment and agree to comply with the terms and conditions thereof, and to fulfill all the duties of Assistant Superintendent of Human Resources of the San Mateo-Foster City School District during the term specified in the foregoing employment Contract.



Assistant Superintendent

6/28/17

Date