

**EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT BETWEEN
THE WOODSIDE ELEMENTARY SCHOOL DISTRICT AND
ELIZABETH POLITO**

This Agreement ("AGREEMENT") is entered into effective as of the 1st day of November 2018, by and between the Board of Trustees of the WOODSIDE Elementary SCHOOL DISTRICT, hereinafter referred to as "BOARD" or "DISTRICT," and Elizabeth Polito, hereinafter referred to as "SUPERINTENDENT."

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **TERM:** The Board hereby employs the SUPERINTENDENT, and the SUPERINTENDENT hereby accepts the position of District Superintendent, for a term commencing on November 1, 2018, and ending on June 30, 2020.
2. **DUTIES:** The SUPERINTENDENT shall be required to provide twelve months of full and regular service to the DISTRICT during each of the school year covered by the term of this Agreement. The SUPERINTENDENT shall have the powers and duties prescribed by the laws of the State of California, the regulations of the State Board of Education, the policies and regulations adopted by the BOARD, and any other powers and duties that may be delegated to the SUPERINTENDENT by the BOARD. These powers and duties are to be executed in accordance with the applicable policies and regulations of the DISTRICT. The SUPERINTENDENT shall act as Chief Executive Officer and Secretary to the BOARD in accordance with Education Code section 35025 and Board Policies.
3. **SALARY:** In full consideration for the services provided under this AGREEMENT, for the 2018-2019 school year (i.e., July 1, 2018 through June 30, 2019) the SUPERINTENDENT shall receive a base salary at the annual rate of Two Hundred and Twenty Eight Thousand Seven Hundred and Seventy Three Dollars and Seventy Six Cents (\$228,773.76). For the 2019-2020 school year (i.e., July 1, 2019 through June 30, 2020), the Superintendent's base salary shall be increased by three percent (3%) above the Superintendent's base salary for the 2018-2019 school year. Specifically, for the 2019-2020 school year, the Superintendent shall receive a base salary at the annual rate of Two Hundred and Thirty Five Thousand Six Hundred and Thirty Six Dollars and Ninety Seven Cents (\$235,636.97). During the term of this Agreement, the annual salary shall be payable in twelve equal monthly installments, payable the last day of each month. The BOARD reserves the right to increase the SUPERINTENDENT's salary rate, provided that no increase shall be retroactive. Any change in salary shall be

made by written amendment to this AGREEMENT. Such modification shall not be considered a new contract or an extension of the termination date of this AGREEMENT.

4. **BENEFITS:** The BOARD shall provide the SUPERINTENDENT with the following benefits, effective upon the first date of paid service.
- (A) DISTRICT-sponsored health plan, vision plan, and dental plan benefits for the Superintendent to insure the Superintendent and her family at the Kaiser Family Plan rate;
 - (B) Payment of employer's contribution to the State Teacher Retirement System (CalSTRS);
 - (C) With regard to cell phone expenses, SUPERINTENDENT shall purchase her own cell phone plan. SUPERINTENDENT has the option of either receiving an additional \$100 per month in compensation toward the cost of her cellular phone and cellular service plan or, in the alternative, submitting an invoice for reimbursement for all DISTRICT-related calls;
 - (D) A supplemental stipend to be used by the SUPERINTENDENT exclusively to pay for all health plan benefit expenses described in Section 4(A), above, that exceed the amount that the DISTRICT otherwise provides to full time certificated employees for DISTRICT-sponsored health plans, provided that the amount of the stipend plus the cost of the DISTRICT-sponsored health plan shall not, in any case, exceed the applicable threshold for imposition of the Affordable Care Act's excise tax on high-cost health coverage;
 - (E) During the term of this Agreement, Superintendent shall be paid, as a longevity/retention incentive, an amount equal to ten percent (10%) of the Superintendent's base annual salary in effect as of that July 1st. (For example, and for clarity, on July 1, 2018, the Superintendent's base annual salary shall be \$228,773.76 and the longevity/retention incentive payable to the Superintendent on that date shall therefore be Twenty Two Thousand Eight Hundred and Seventy Seven Dollars and Thirty Seven Cents (\$22,877.37)), with Twenty Three Thousand Five Hundred and Sixty Three Dollars and Seventy Cents (\$23,563.70) payable on July 1, 2019); and
 - (F) During the term of this Agreement, the District shall pay a five hundred dollar (\$500) contribution into Superintendent's account in a tax sheltered annuity plan established pursuant to Section 403(b) of the United States Internal Revenue Code.

5. **VACATION:**

- (A) The SUPERINTENDENT shall earn 24 days of vacation, exclusive of holidays, as defined in section 6, below, or that number of days that will bring the number of accrued vacation days to 24, whichever number of days is smaller. In the event there is a partial year of service provided by the SUPERINTENDENT during the term of this AGREEMENT, vacation day accrual shall be pro-rated. At no time shall the SUPERINTENDENT accrue vacation days beyond a maximum of 24. The BOARD may grant additional vacation days at its sole discretion. Upon termination or expiration of this AGREEMENT, the SUPERINTENDENT shall be entitled to compensation for all unused accrued vacation days at the SUPERINTENDENT's then current salary rate.
- (B) It is the parties' intention that the SUPERINTENDENT will take the full amount of vacation time each year. Further, it is the parties' intention that, except for illness, the SUPERINTENDENT shall arrange vacation and leave time in a manner that minimizes being away from the school site during regular school hours on student attendance days, staff development days, and teacher workdays. Notwithstanding the foregoing, the SUPERINTENDENT shall have the option, on June 30th of each year during the term of this Agreement, to cash out up to four (4) of her accrued vacation days at her then current salary rate.
- (C) The SUPERINTENDENT shall keep records of her use of vacation time, and shall request in advance, and report use of, vacation time in accordance with DISTRICT procedures and Board Policies.
6. **HOLIDAYS:** The SUPERINTENDENT shall be entitled to receive the same holidays as provided to other full-time employees of the DISTRICT. The holidays are presently New Year's Eve, New Year's Day, Martin Luther King Day, President's Day (two days), Easter break day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving break days, Christmas Eve and Christmas Day.
7. **SICK LEAVE AND OTHER ABSENCES:** The Superintendent shall earn one (1) day of sick leave per month for a maximum of twelve (12) days per year. Earned sick leave shall be accumulated in accordance with Education Code provisions. The SUPERINTENDENT is expected to work a full workday, and is expected to account for absences of greater than one half of a workday as vacation time, sick leave, or leave of absence, as appropriate. Any leave of absence shall be approved by the BOARD in advance of such leave of absence.
8. **EXPENSE REIMBURSEMENTS:** The DISTRICT shall reimburse the SUPERINTENDENT for all actual and reasonable expenses directly incurred within the scope of the employment in accordance with this AGREEMENT and applicable Board Policies. Such reimbursed expenses shall not exceed Five Hundred Dollars

(\$500) per month without the written authorization of the BOARD. The SUPERINTENDENT shall submit receipts or proof of payment in accordance with Board Policies or practice.

9. **TRANSPORTATION:** The Superintendent shall receive **THREE HUNDRED AND FIFTY DOLLARS (\$350)** per month, inclusive of any gas expenses, for the operation of the SUPERINTENDENT's own vehicle for DISTRICT-related activities.
10. **PROFESSIONAL DEVELOPMENT:** The DISTRICT shall pay the SUPERINTENDENT's annual membership dues, if any, for the Association of California School Administrators (ACSA), the American Association of School Administrators (AASA), and one service club selected by the SUPERINTENDENT, to the extent the SUPERINTENDENT chooses to belong to such organizations.
11. **EVALUATION:** The Board shall evaluate the SUPERINTENDENT's performance at least once each school year based upon terms and conditions established by the BOARD following consultation with the SUPERINTENDENT.
12. **TERMINATION:** This AGREEMENT may be terminated prior to the expiration of the contract term as follows:
 - (A) The parties may terminate this AGREEMENT by written mutual consent.
 - (B) The SUPERINTENDENT may unilaterally terminate this AGREEMENT provided that, unless otherwise waived by the BOARD, the SUPERINTENDENT shall give a least one hundred twenty (120) days' advance written notice. Notwithstanding the provisions of section 5 above, for each day less than one hundred twenty (120) days advance written notice, the SUPERINTENDENT's unused vacation days shall be reduced by one day. Should the SUPERINTENDENT apply for a position elsewhere during the term of this AGREEMENT, the SUPERINTENDENT shall notify the BOARD of such application no later than simultaneously with the submission of such application.
 - (C) The BOARD may terminate this AGREEMENT for cause. Cause is (1) as defined under Education Code section 44932, (2) any breach of this AGREEMENT which includes the failure of the SUPERINTENDENT to perform any of her duties or responsibilities as set forth in this AGREEMENT or in relevant Board Policies; and/or (3) violation of relevant laws of the State of California. Notice of discharge for cause shall be given in writing, and the SUPERINTENDENT shall be entitled to appear before the BOARD to discuss such causes. If the SUPERINTENDENT chooses to be accompanied or advised by legal counsel at any such meeting, the SUPERINTENDENT shall bear any costs therein involved. Such meeting shall be conducted in closed session unless specifically prohibited by State law. The

SUPERINTENDENT shall be provided a written decision describing the results of the meeting.

- (D) The BOARD may terminate this AGREEMENT without cause upon one hundred twenty (120) days' advance written notice provided that the DISTRICT shall pay the SUPERINTENDENT, as severance pay, the base salary which the SUPERINTENDENT would have earned under this AGREEMENT to the date of termination set forth in section 1 above, not to exceed twelve month's base salary calculated from the date of said 120 day' advance written notice from the BOARD to the SUPERINTENDENT. Base salary is the annual salary amount specified in section 3 above.
 - (E) 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 other employment before the measuring period has expired.
13. **RENEWAL/NON-RENEWAL:** Pursuant to Education Code section 35031, the Board may elect not to renew this Agreement at the expiration of its term by giving written notice to the SUPERINTENDENT forty-five (45) days prior to the expiration of its term. Failure to give such notification will make this AGREEMENT automatically renew for one (1) year upon the same terms and conditions. The SUPERINTENDENT shall give notice to the BOARD of this provision at least ninety (90) days prior to the expiration of the term of this AGREEMENT.
14. **MEDIATION:** Should any dispute arise out of this AGREEMENT, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be paid by the DISTRICT. If a mediated settlement is reached, neither party will be the prevailing party for the purposes of the settlement. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.
15. **MERGER CLAUSE:** This AGREEMENT constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in the document are not binding. This AGREEMENT shall supersede any previous agreements, if any, between the SUPERINTENDENT and the DISTRICT. All subsequent modifications to this AGREEMENT, if any, shall be in writing and signed by each of the parties, and shall be effective and enforceable only when ratified in an open session of the

BOARD in compliance with Government Code section 53262(a). Any modification to this AGREEMENT relating to salary or compensation paid in the form of fringe benefits shall be effective and enforceable only if such modification is made at a regular meeting of the BOARD or a special meeting to discuss the DISTRICT's budget as required by Government Code section 54956(b). The SUPERINTENDENT shall also ensure all actions taken to modify this AGREEMENT are reflected in the BOARD's official minutes as required by Government Code section 53262(b).

16. **APPLICABLE LAW:** This AGREEMENT is subject to all applicable laws of the State of California, the regulations of the State Board of Education, and the rules, regulations, and policies of the District.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representatives, affixed their hands.

Dated: _____

WOODSIDE ELEMENTARY SCHOOL DISTRICT

By: _____

Claire Pollioni
President, Board of Trustees

Dated: _____

ELIZABETH POLITO, SUPERINTENDENT