

HILLSBOROUGH CITY SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT

The following is an agreement between the Board of Trustees of the Hillsborough City School District, hereinafter referred to as the "District," and Wenqin (Joyce) Shen, Chief Business Official, hereinafter referred to as "Chief Business Official."

1. TERM OF CONTRACT

The District hereby employs the Chief Business Official for a period of three (3) years beginning July 1, 2021 and terminating on June 30, 2024. The Chief Business Official shall provide 220 days of service per year during normal business days, when the District's central office is open for business. Said number of days shall be prorated for the period of employment. The term of this agreement may be extended by mutual written agreement of the parties. This Agreement supersedes and completely replaces the prior employment agreement signed by the parties in June, 2020, the term of which was July 1, 2019 through June 30, 2022.

2. COMPENSATION

For July 1, 2021 through June 30, 2022 the salary of the Chief Business Official shall be at Step 8A of the 2021-2022 Chief Business Official Salary Schedule (see attached). Step 8A is \$218,781. For July 1, 2022 through June 30, 2023, the salary of the Chief Business Official shall be at Step 8B of the 2022-2023 Chief Business Official Salary Schedule. For July 1, 2023 through June 30, 2024, the salary of the Chief Business Official will be at 8C of the 2023-2024 Chief Business Official Salary Schedule. In addition to the above, in recognition of the extraordinary service and contributions during the 2020-21 "pandemic year," the Chief Business Official shall receive a one-time off-schedule lump-sum payment of \$2,000.

Degree stipend is \$2,000 per year per master's degree and \$3,500 per year per doctorate's degree. Degrees not yet earned must be approved by the Superintendent before a course of study begins in order to qualify for said degree for this benefit. After completing 15 units of a pre-approved Doctorate Degree course of study, the CBO will receive a \$1,750 stipend and will continue to receive this stipend every year for up to five years, provided they continue to be enrolled in Doctorate level courses. Degree stipends shall be payable in twelve (12) equal payments.

The Board shall review annually the Chief Business Officials salary and consider whether to grant an increase.

BOARD OF EDUCATION
An Huang Chen, Gregory J. Dannis, Don Geddis, Margi Power, Gilbert Wai

SUPERINTENDENT
Louann Carlomagno, Ed. D.

3. BENEFITS

The Board will provide the Chief Business Official with major medical, vision benefits, and dental benefits equal to that provided to other District administrators.

4. DUTIES AND RESPONSIBILITIES

a. The Chief Business Official accepts employment in this position and is aware that said position has been designated as Senior Manager of the classified service as that term is defined in Education Code §45100.5. Chief Business Official understands that all of her rights and obligations of employment are contained in this contract, and that she is not eligible for permanent classified employment in the District so long as she serves in the position of Chief Business Official.

b. The Chief Business Official shall serve as the fiscal advisor to the District Superintendent as set forth in Education Code §45108.5.

c. The Chief Business Official shall satisfactorily perform all duties set forth in Exhibit A, "Job Description" which is attached hereto, and incorporated herein by this reference, and such other duties as assigned by the Superintendent.

5. LEAVES

The Chief Business Official shall be entitled to twelve days of paid sick leave per year that may be used only for illness of herself or immediate family members or bereavement leave. Unused sick leave days may be carried over from year to year. Upon retirement or termination of employment, unused sick leave will have no cash value to the Chief Business Official. When the Chief Business Official has exhausted all accumulated accrued sick leave and is unable to return due to extended illness, the Chief Business Official shall be entitled to use up to five (5) school months (counted as 100 paid days) of extended sick leave. The five months/100 days of extended sick leave shall run concurrently with the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) leave when is used for purposes of the employee's own illness, other than pregnancy disability. In no event, however, shall the Chief Business Official receive less than fifty percent (50%) of the Chief Business Official's regular salary. Salary payment shall cease at the termination of 100 paid days.

6. EXPENSE REIMBURSEMENT

The Chief Business Official shall receive reimbursement for necessary expenses incurred while performing her day-to-day duties and obligations. She shall also be reimbursed for actual expenses incurred when her duties and obligations cause her to travel outside the boundaries

of the District. The Chief Business Official shall receive an annual allotment of \$1,350 for professional dues or receive cash back if she does not participate.

7. EVALUATION

a. The Board annually shall evaluate in writing the performance of the Chief Business Official not later than July 15. Said evaluation shall be based upon the job description of the Chief Business Official. The Board may delegate this task to the Superintendent.

b. In the event that the evaluation of the Chief Business Official's performance for any year is satisfactory, or better, the Board shall meet and consider whether in its discretion the Chief Business Official's base salary or incremental increases thereof shall be increased for the remaining term of this agreement.

8. BREACH OF CONTRACT

In the event that the Board determines that the Chief Business Official has committed a material breach of this agreement and seeks to terminate this agreement prior to its expiration, it shall, prior to taking such action, give the Chief Business Official a written notice of:

- a. The proposed action and reasons thereof; and
- b. A reasonably detailed statement of the charges and material upon which the proposed action is based.

The Chief Business Official shall have the right to respond either orally or in writing to the Board.

Following consideration of the Chief Business Official's response, the Board shall notify the Chief Business Official in writing of its decision and the reason(s) for its decision.

9. MODIFICATION OR TERMINATION OF AGREEMENT

This agreement may be changed or terminated by mutual consent of both parties. No modifications of this agreement shall be effective unless in writing and executed by both parties.

10. APPLICABLE LAWS, RULES, REGULATIONS AND POLICIES

This agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, the rules and regulations and policies of the

District, all of which are made part of this agreement and incorporated herein as is fully set forth herein, and each of which may be amended or changed from time to time.

Should any provision of this agreement be declared invalid by a court of competent jurisdiction, the remained of the agreement shall be fully binding and effective as to the parties.

Louann Carlomagno Ed.D., Superintendent
On behalf of the Board of Trustees

Date

I accept this offer of employment and agree to comply with the conditions thereof and to fulfill to the best of my ability all of the duties of employment.

Wenqin (Joyce) Shen

Date

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