

**CONTRACT FOR EMPLOYMENT OF CO-INTERIM SUPERINTENDENT  
BETWEEN FILLMORE UNIFIED SCHOOL DISTRICT AND  
DR. W. CHARLES WEIS, III.**

This contract is hereby made and entered into this 16<sup>th</sup> day of March, 2021, by and between the GOVERNING BOARD OF THE FILLMORE UNIFIED SCHOOL DISTRICT (“DISTRICT”), and DR. W. CHARLES WEIS, III (“CO-INTERIM SUPERINTENDENT”, or “Dr. Weis”). This contract supersedes all other oral or written agreements between the parties.

**NOW THEREFORE**, it is hereby agreed as follows:

**I. EMPLOYMENT OF CO-INTERIM SUPERINTENDENT**

Dr. Weis is hereby employed as CO-INTERIM SUPERINTENDENT of the FILLMORE UNIFIED SCHOOL DISTRICT. He shall share duties with Co-Interim Superintendent Ms. Andrea McNeill.

**II. TERM OF AGREEMENT**

Dr. Weis shall serve as CO-INTERIM SUPERINTENDENT commencing April 6, 2021, two days each week through June 30, 2021 or until a new superintendent is employed by the Governing Board, whichever event shall occur first. Should the DISTRICT not have concluded its superintendent search by June 30, 2021, the parties may by mutual agreement extend this agreement in increments of thirty (30) days.

Dr. Weis hereby certifies that he has been retired under the provisions of STRS for the 180 days immediately proceeding the effective date of this contract, and that he is presently eligible to serve for purposes of Education Code section 24214.5. He further represents that he holds a current, valid administrative credential authorizing his service.

CO-INTERIM SUPERINTENDENT and the DISTRICT agree that Dr. Weis shall be solely responsible for assuring the DISTRICT that his service shall not exceed service or compensation limitations for STRS retirees. CO-INTERIM SUPERINTENDENT shall notify the DISTRICT in writing at least fifteen (15) days in advance of reaching the statutory maximum on retiree compensation under Education Code section 24214.5.

**III. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

This contract is subject to all applicable laws of the State of California and the Rules and Regulations of the California State Board of Education and the DISTRICT. Such laws, rules, and regulations are hereby made a part of the terms and conditions of this contract as though herein set forth.

**IV. POWERS AND DUTIES**

The CO-INTERIM SUPERINTENDENT shall perform his powers and duties in accordance with the laws, rules, and regulations stated above. All powers and duties legally delegated to the CO-INTERIM SUPERINTENDENT are to be executed in accordance with policies adopted by the DISTRICT Board. The CO-INTERIM SUPERINTENDENT shall be responsible for administering DISTRICT policy. All employees shall be accountable to the CO-INTERIM SUPERINTENDENT, who, in turn, shall be accountable to the Board.

**V. SALARY AND EXPENSES**

During his service as CO-INTERIM SUPERINTENDENT, Dr. Weis shall be compensated at the daily base rate of the District’s former superintendent for school year 2019-2020.

**VI. TERMINATION OF AGREEMENT**

Either CO-INTERIM SUPERINTENDENT or the Governing Board may terminate this agreement by providing ten (10) days written notice of termination.

**VII. FRINGE BENEFITS**

CO-INTERIM SUPERINTENDENT shall not be entitled to receive health and welfare benefits, sick leave, vacation, or other benefits during his service as CO-INTERIM SUPERINTENDENT.

**VIII. SAVING CLAUSE**

If any provisions of this contract are held to be contrary to a final legislative act or the final decision of a court of competent jurisdiction, such provisions will be deemed invalid, but all other provisions will continue in full force and effect.

**IX. GOVERNMENT CODE SECTIONS 53243 – 53244 PROVISIONS**

- i. In the event that the DISTRICT provides paid leave to the CO-INTERIM SUPERINTENDENT pending an investigation of a crime involving abuse of his or her office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, the CO-INTERIM SUPERINTENDENT shall fully reimburse the DISTRICT for any salary provided for that purpose.
- ii. For purposes of this section, “abuse of office or position” means as it is defined in Government Code section 53243.4.
- iii. If the CO-INTERIM SUPERINTENDENT is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his official duties, the CO-INTERIM SUPERINTENDENT shall

forfeit any contract right or other common law constitutional or statutory claim against the DISTRICT to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which he may be entitled under any public retirement system in which he is a member. The forfeiture provided herein shall be in addition to, and independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. The Co-Interim Superintendent shall notify the DISTRICT of any conviction within sixty (60) days of the felony conviction.

**X. COMPLETE AGREEMENT**

This contract is the full and complete agreement between the parties. Any amendments, modifications, or variations from the terms of this contract shall be in writing and shall be effective only upon written approval of such amendment, modification, or variation by the Board and by Dr. Weis.

**IN WITNESS HEREOF**, the parties hereto have duly approved and executed this contract on the day and year written below.

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
TRICIA GRADIAS  
PRESIDENT, BOARD OF EDUCATION

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DR. W. CHARLES WEIS, III.  
CO-INTERIM SUPERINTENDENT

APPROVED AS TO FORM:

LAW OFFICES OF MARGARET A. CHIDESTER  
& ASSOCIATES

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
MARGARET A. CHIDESTER  
Attorney for Fillmore Unified School District