Employment Contract for District Superintendent
Between the Millbrae Elementary School District and Lisa Hickey

THIS CONTRACT is entered into this 14th day of April 2026, by and between the Board of Trustees of the Millbrae Elementary School District, hereinafter referred to as the "Board" or "District", and Lisa Hickey, hereinafter referred to as "Superintendent".

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

Contract Term

Term

1. The Board hereby employs the Superintendent for a period beginning on July 1, 2026 and ending on June 30, 2029, unless terminated earlier or extended as provided by the terms of this Contract or as required by law.

Work Year and Hours of Work

2. The Superintendent shall provide twelve months of full and regular service to the District during each full school year covered by this Contract. During the twelve months of the calendar year, the Superintendent shall render 222 days of full and regular service to the District. It is understood that the demands of the position of the Superintendent will often require more than eight (8) hours per work day and/or forty (40) hours per work week. The Superintendent is not entitled to receive overtime compensation.

Compensation

3. In full consideration for the services provided under this Contract, the Superintendent is employed as a full-time employee of the District and will receive a salary at the annual rate of $276,000. This is the exact salary listed beginning on 7/1/2026 which was board-approved in December 2023. The annual salary shall be payable in installments of one twelfth (1/12) of the annual salary on the last day of each month for services rendered during that month. The daily rate for the purpose of prorating the annual salary provided for in the Contract shall be $1243. The Superintendent's salary shall be increased annually by 3.0%, reflecting a rate slightly below the average step advancement on the MEA certificated teachers' salary schedule (3.69%).

7/1/2026: $ 276,000 (Per diem rate of $1243)
7/1/2027: $ 284,280 (Per diem rate of $1281)
7/1/2028: $ 292,808 (Per diem rate of $1319)

4. The annual salary schedule may be increased at the sole discretion of the Board. Any increase in salary schedule shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary

schedule during the term of the Contract shall not, in and of itself, constitute the creation of a new contract or extension of the Contract.

Fringe Benefits

Medical, Dental and Vision Insurance

5. During employment under the Contract, the Superintendent may select any medical, dental, and vision plan available to other certificated management employees within the District. The Superintendent shall be responsible for any employee contribution of the plan selected.

In addition to the health benefits provided to all full-time employees, the District shall make an annual contribution equal to ten percent (10%) of the Superintendent’s base salary toward the cost of the Superintendent’s health and welfare benefit premiums. This contribution shall be applied exclusively to the Superintendent's premium payments and shall not be paid to, or received by, the Superintendent as wages, salary, or any other form of direct compensation.

This amount is intentionally capped below the cumulative 12% salary adjustments provided to District staff during the Superintendent’s tenure (specifically the 4%, 2%, and 6% increases from 2023 through 2026). At the Superintendent’s request, this salary adjustment will be applied toward the additional ten percent (10%) health and welfare benefits contribution in lieu of an increase to the base salary.

This contribution is intended to offset the cost of health and welfare benefits and shall be provided as a separate benefit payment and shall not be added to, or considered part of, the Superintendent’s base salary for purposes of calculating salary, retirement contributions, or other salary-based benefits.

The annual contribution shall be provided in twelve (12) equal monthly installments during the fiscal year.

Life Insurance

6. During each year of the term of Superintendent’s employment, on behalf of the Superintendent, the District shall purchase a $500,000 term life insurance policy of Superintendent's choice payable to Superintendent's beneficiaries, at a cost not to exceed $1440 per year.

Retirement Contribution

7. The Superintendent is responsible for the Superintendent’s share of contributions to CalSTRS.

Work Related Expenses

Reimbursement for work related expenses

8. The District shall reimburse the Superintendent for ordinary and necessary expenses incurred relative to employment as the Superintendent consistent with Board policies, regulations, and guidelines applicable to other certificated management employees, not to exceed $500 per month without the authorization of the Board president. The Superintendent’s expense claims shall be

supported by appropriate documentation prior to reimbursement.

9. Unless otherwise addressed in the Contract, if the Superintendent seeks to be reimbursed for the cost of traveling outside of the District, such as for attending an out-of-district conference, the Superintendent shall obtain written approval from the Board President before incurring the expense.

10. Mileage and phone stipend. The District shall provide the Superintendent with a total $300 non receipted monthly stipend for mileage and mobile phone expenses, to be allocated to each category of expense at the discretion of the Superintendent.

11. The District shall pay the annual dues for Superintendent's membership in the Association of California School Administrators (ACSA) and one local service organization, chosen by the Superintendent and approved by the Board.

Technology Devices.

12. At its sole discretion, the Board may provide to the Superintendent, at District expense, a laptop computer and/or tablet, hereinafter “Technology Devices.” The District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of the District and the District shall have the right to control the access to, and use of, Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

All District-provided Technology Devices are provided to facilitate performance of the Superintendent’s duties and obligations as an employee of the District. The Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. The Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

When Technology Devices are provided by the District, the Superintendent shall not conduct District business on devices that are not provided or owned by the District.

The Superintendent hereby waives any and all rights and protections over the content of any Technology Device or other electronic device (e.g., cell phone, computer, tablet) on which Superintendent has conducted any District business, regardless of whether the device is provided by District pursuant to the Contract. This waiver permits the Board or anyone authorized by the Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

Leaves

Illness Leave

13. The Superintendent shall accrue illness leave at the rate of one (1) day per month. Earned sick leave may be accumulated without limitation; however, under no circumstances shall the District be

obligated to compensate the Superintendent for earned, unused sick leave. Unused sick leave may be credited for retirement purposes as authorized by either the California State Teachers' Retirement System (STRS) or the California Public Employees Retirement System (CalPERS) as may be applicable.

Holidays and Personal and other leaves

14. The Superintendent shall be entitled to all paid holidays approved by the Board for District employees and to personal necessity, bereavement, and other leaves provided to the District's certificated management employees.

Written Records.

15. The Superintendent shall keep records of the Superintendent's use of non work days. . The Superintendent is expected to work a full workday and is expected to promptly account for absences of greater than one half of a workday as sick leave or other leave of absence.

Professional Development

16. As part of the Superintendent's annual evaluation, there will be a discussion of professional development, and the Superintendent and the Board shall identify the appropriate courses and activities which the Superintendent will complete as part of Superintendent's professional development.

General Duties

17. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent agrees to be the Chief Executive Officer of District.

18. The Superintendent shall serve as Secretary to the Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.

19. The Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. The Superintendent may delegate her duties to a responsible District employee at the Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by the Board.

20. The Superintendent agrees to perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) applicable laws and regulations, (iii) Board rules, regulations, and policies and as otherwise directed by the Board. Superintendent may delegate any of Superintendent's duties to a responsible District employee unless otherwise prohibited by the Board or any applicable law, Board rule, regulation, or policy.

21. The Superintendent shall have primary responsibility for the management of all District affairs. In

carrying out these duties, the Superintendent shall provide educational leadership to District staff and administration, and make student learning and student success the highest priorities. The Superintendent shall endeavor to maintain and improve the Superintendent's professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

22. The Superintendent shall be responsible for the operations of the District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs.

23. The Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties whenever at least one district facility is open and Superintendent is unavailable. The Superintendent shall notify the Board President when doing so.

24. The Superintendent shall establish and maintain positive community, staff, and Board relations.

25. The Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by the Board President. This duty may not be delegated unless permitted in writing by the Board President.

26. The Superintendent shall have primary responsibility for the implementation of District policies. The Superintendent will review all policies adopted by the Board and make appropriate recommendations to the Board for addition, deletion, or modification. The Board retains primary responsibility for formulation of Board policies.

27. The Superintendent shall be responsible for the development of administrative regulations required or necessary for the implementation of District policies, and shall place any new or modified administrative regulation on the agenda of a Board meeting for Board information and/or approval.

28. As permitted by any applicable law including, but not limited to, the Brown Act, the Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on the Board or District.

29. The Superintendent shall serve as liaison to the Board with respect to all matters of employer employee relations and shall make recommendations to the Board concerning those matters.

30. The Superintendent shall submit financial and budgetary reports to the Board and shall advise the Board on possible sources of funds to carry out District programs.

31. Annually, the Superintendent shall prepare and submit a recommended District budget to the Board, with supporting financial information to assist the Board in approving a sound budget.

32. The Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.

33. The Superintendent shall have such other duties properly delegated by the Board.

Personnel Duties

34. The Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and the Superintendent shall evaluate all cabinet members pursuant to their contracts and applicable Board policies and regulations.

35. The Superintendent shall have primary responsibility for making timely and appropriate recommendations to the Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee.

36. As required by Education Code Section 35035, and subject to the approval of the Board, the Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. Superintendent shall also be responsible to periodically evaluate or cause to be evaluated all District employees.

37. The Superintendent shall provide leadership and direction in negotiations with all labor groups.

38. The Superintendent shall represent the District before the public, and shall develop and maintain public relations strategies and protocols as may be necessary to improve understanding and to keep the public informed about District activities, needs, and results.

39. The Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.

40. The Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 9 and 10 of the Contract.

41. The Superintendent shall regularly report to the Board on all external relations activities.

Other Duties

Driver's License

42. The Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

Additional Duties

43. The Superintendent shall carry out all lawful activities as directed by the Board from time to time.

Evaluation

44. The Board and Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. The Evaluation process shall follow a timeline mutually agreed to by the Board and the Superintendent. The timeline shall include a starting date for the goals and objectives with the evaluation being completed no later than June 30 of each year of the Agreement.

As part of the Superintendent's annual evaluation there will be a discussion of professional development, and the Superintendent and the Board shall identify the appropriate courses and activities which the Superintendent will complete as part of her professional development.

The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Superintendent. Such a meeting shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition thereto, the Board and the Superintendent shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent in writing whether the Superintendent has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

45. Failure of the Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of the Board to evaluate the Superintendent shall not preclude the Board from giving notice of termination or nonrenewal.

46. Parties agree that there shall be no automatic renewal or extension of the Contract. Should the Board desire the Superintendent to continue as Superintendent beyond the term of the Contract, the Parties shall negotiate and execute a new contract.

Contract Non-Renewal

Notice

47. Should the Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, the Board shall give written notice of the decision to Superintendent, at least forty-five (45) days prior to the end of the Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the automatic renewal provision in Education Code Section 35031 when the Board fails to give the required notice. Rather, if the Board fails to provide notice of non-renewal, the Contract shall automatically be renewed on the same terms, and its provisions shall be in effect for a period of one year.

Superintendent's Duty to Notify Board

48. Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Contract, the Superintendent shall, in writing, remind the Board of Board's obligation to give written notice pursuant to Paragraph 48. Superintendent agrees that failure to provide the reminder notice to Board shall invalidate the notice requirement under Paragraph 48 and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and in Paragraph 48.

Termination of Contract

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

Mutual Consent

49.The Parties may terminate the Contract at any time by written mutual consent.

Resignation

50.The Superintendent may resign and terminate this Contract provided that, unless otherwise waived by the Board, the Superintendent shall give at least ninety (90) days advance written notice. The Superintendent and Board may mutually agree in writing to a termination date of fewer than ninety (90) calendar days. The Superintendent shall notify the Board within three (3) days if the Superintendent becomes a finalist for another position with any other employer. Failure to notify the Board shall be deemed to constitute a material breach of this Agreement.

Termination for Cause

51. Notwithstanding any other provision of the Contract, the Superintendent may be terminated for cause prior to the expiration of the Contract, for any of the following:

- Failure by the Superintendent to possess or maintain a valid California Administrative Credential
- Suspension or revocation of the Superintendent's California Administrative Credential
- Neglect of Duty
- Physical or mental inability of the Superintendent to perform duties, with or without reasonable accommodations, with or without reasonable accommodations
- Breach of the Contract

- Refusal or failure to act in accordance with a specific provision of this Contract or a directive of a majority of the Board

- Any other legally permissible reason

Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to the District.

Prior to terminating the Superintendent for cause, the Board shall give the Superintendent written notice of its intention to terminate for cause. Such written notice shall include a statement of the

specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with the Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after the Superintendent is served the notice of Board's intention. This meeting with the Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. If the Superintendent chooses to be accompanied or advised by legal counsel at 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 have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses.

If the Board, after considering all evidence presented, decides to terminate this Contract, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

Any decision to terminate the Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to Superintendent. In the event that the Superintendent is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and the Superintendent shall not be entitled to any further benefit under the Contract including, but not limited to, the benefits described in Paragraphs 3 through 6, inclusive.

A determination as to whether cause exists to terminate the Superintendent shall always be at the sole discretion of the Board.

Termination without Cause

52.The Board may, for any reason, without cause or a hearing, terminate this Contract at any time.

In consideration for the exercise of this right, the District shall pay to the Superintendent from the date of termination until the expiration of this Contract, or for a period of twelve (12) months whichever is less, a sum equal to the difference between the Superintendent's salary at the rate in effect during the Superintendent's last month of service and the amount which the Superintendent earns from any other employment-related source not engaged in previous to termination (whether as employee, independent contractor, consultant or self-employed). As a condition of payment, the Superintendent agrees to make a reasonable effort to obtain other employment and to notify the District in writing immediately if the Superintendent earns new income from any employment-related source, as defined above, and not engaged in previous to termination.

For purposes of this Contract, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the annual health and welfare benefits contribution, the value of any other stipends, reimbursements or benefits received under this Contract. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

The Superintendent shall also be entitled to District-paid health benefits, as those benefits may change from time-to-time, until expiration of this Contract, a period of twelve (12) months, or until the Superintendent obtains other employment which provides health benefits, whichever occurs first. However, such continuation of District-paid health and welfare benefits does not include the annual benefits contribution, which will cease upon the Superintendent's termination.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment as set forth above, the Parties agree that, effective upon the date of the Superintendent's retirement with the CalSTRS or CalPERS, the amount payable to the Superintendent as salary shall be reduced by the amount of retirement income earned by the Superintendent from CalSTRS or CalPERS.

The Parties agree that any damages to the Superintendent that may result from the Board's early termination of this Contract cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.dat

Termination by Death

53. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

Liability for Taxes

54. Notwithstanding any other provision of the Contract, the District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to the Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of the Superintendent. The Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold the District harmless from such tax consequences.

Superintendent Indemnification

55. The District shall include the Superintendent as a named insured in its liability and errors and omissions insurance policies.

56. The District shall, to the full extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's personal or official capacity as an agent and/or employee of the District, provided that the incident arose while the Superintendent was acting on matters related to Superintendent's employment with District.

57. In no event will any individual Board member be personally liable for indemnifying the Superintendent.

General Provisions

Mediation

58. Should any dispute arise out of this Contract, the Parties will meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, will be paid by the District. If a mediated settlement is reached, neither party will be the prevailing party for the purposes of this settlement. Neither party will be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

Repayment After Criminal Conviction

59. If the Superintendent is convicted of a crime involving an abuse of office or position, the Superintendent shall fully reimburse the District for any severance pay, paid leave salary disbursed pending an investigation, and/or legal criminal defense funds paid by the District. This provision expressly does not oblige the District to make any of these payments.

Merger Clause

60. This Contract 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 this document are not binding. All subsequent modifications will be in writing and signed by the Parties.

Full and Complete Contract

61. This Contract is the full and complete contract between the Parties. The Contract can be changed or modified only in writing signed by the Superintendent and the Board President or designee after Board approval.

Entire Contract

62. The Contract contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between the Board and the Superintendent.

Applicable Laws

63. Except as modified by another express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. The laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

Tax/Retirement Liability

64. Notwithstanding any other provision of this Contract, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Contract and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Contract, retirement payments, expense reimbursements, and payments for insurance. The Superintendent agrees to defend, indemnify and hold the District harmless from all such tax, retirement and similar consequences.

_____ _____ Lisa Hickey, Superintendent
Date
Millbrae Elementary School District

_____ _____ Karen Chin, President Date
Board of Trustees

_____ _____ Claire Beltrami, Clerk Date
Board of Trustees