EMPLOYMENT AGREEMENT BETWEEN THE MILLBRAE ELEMENTARY SCHOOL DISTRICT AND CATHERINE WASLIF, Assistant Superintendent of Educational Services

THIS AGREEMENT is entered into this May 5, 2026, by and between the Millbrae Elementary School District, hereinafter referred to as the "District," and Catherine Waslif, hereinafter referred to as "Assistant Superintendent of Educational Services".

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. TERM: The District hereby employs the Assistant Superintendent of Educational Services 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 Agreement or as required by law.

2. DUTIES: The Assistant Superintendent of Educational Services is responsible for leading, planning, developing, coordinating, implementing, directing, and evaluating a variety of business, financial, facility, risk management, and maintenance and operation services to the District. The Assistant Superintendent of Educational Services serves as a member of the Superintendent's Cabinet and reports to the Superintendent. The Assistant Superintendent of Educational Services shall perform, at the highest level of competence, all services, duties, and obligations required by (i) this Agreement, (ii) the Assistant Superintendent of Educational Services's job description, (iii) applicable laws and regulations, (iv) District rules, regulations, and policies, and as otherwise directed by the Superintendent.

3. Work Year and Hours of Work: The Assistant Superintendent of Educational Services shall provide twelve months of full and regular service to the District-covered by this Agreement. During the twelve months of the calendar year, the Assistant Superintendent of Educational Services shall render 222 days of full and regular service to the District. It is understood that the demands of the position of the Assistant Superintendent of Educational Services may require more than eight (8) hours per work day and/or forty (40) hours per work week. The Assistant Superintendent of Educational Services is not entitled to receive overtime compensation.

4. COMPENSATION: In full consideration for the services provided under this Agreement, the Assistant Superintendent of Educational Services will receive a salary at the annual rate of two-hundred sixteen thousand four hundred seven dollars ($216,407) for twelve (12) months of service beginning on July 1, 2026. The Assistant Superintendent of Educational Services shall not be compensated for days worked in excess of 222 days of service each year. The annual salary shall be payable on the

last day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in this Agreement shall be $974.80 ("Daily Rate"). The salary shall be increased according to the following schedule by 3% annually.

7/1/2026: $216,407 (Per diem rate of $974.81)
7/1/2027: $222,899 (Per diem rate of $1004.05)
7/1/2028: $229,586 (Per diem rate of $1034.17)

The Board may, but is not required to, also approve salary increases for the Assistant Superintendent of Educational Services commensurate with salary increases that Administrative employees receive.

FRINGE BENEFITS:

a. Health Insurance Benefits. The Assistant Superintendent of Educational Services shall receive District-paid health, dental, vision, and other fringe benefits in the same manner and subject to the same limitations as the District's Administrative Schedule, as those benefits may change from time-to-time.

b. Sick Leave. The Assistant Superintendent of Educational Services shall be allocated sick leave at the rate of one day per month, for a total of twelve (12) days per year. Earned sick leave may be accumulated without limitation; however, under no circumstances shall the District be obligated to compensate the Assistant Superintendent of Educational Services 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.

c. Holidays. The Assistant Superintendent of Educational Services shall take the sixteen (16) holidays per year as provided to other District administrators as non-work days.

d. Written Records. The Assistant Superintendent of Educational Services shall keep written records of their use of leave time. The Assistant Superintendent of Educational Services is expected to work a full workday and is expected to promptly account for absences of greater than one-half of a workday as personal necessity, sick leave, or other leave of absence.

5. WORK RELATED EXPENSES:

a. Expense Reimbursement. The District shall reimburse the Assistant Superintendent of Educational Services for all actual and necessary expenses incurred by the Assistant Superintendent of Educational Services within the scope of employment in accordance with applicable District policy, not to exceed $500 per month without the written authorization of the Superintendent. For reimbursement, the Assistant Superintendent of Educational Services shall complete and submit expense claims in writing in accordance with the District's policies, rules and regulations and shall provide the Superintendent with copies. The Assistant Superintendent of Educational Services' expense claims shall be supported by appropriate documentation prior to reimbursement.

b. Mileage and phone stipend. The District shall provide the Assistant Superintendent of Educational Services with a total $200 non receipted monthly stipend for mileage and mobile phone expenses, to be allocated at $100 for cell phone and $100 for mileage each month.

c. Professional Growth. The District supports the concept of lifelong learning and encourages the continuing professional growth of the Assistant Superintendent of Educational Services through their participation in: ACSA and one other professional organization mutually agreed upon by the Assistant Superintendent of Educational Services and Superintendent. The District will be responsible for the expenses involved in such activity. The Assistant Superintendent of Educational Services shall also receive coaching for the 2026-2027 school year and 2027-2028 school year.

d. Technology Devices. The District may provide to the Assistant Superintendent of Educational Services, at District expense, a laptop computer and/or desktop computer, 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 the District's policies, including its technology use policies, personnel policies, and its risk management policies.

All District-provided Technology Devices are provided to facilitate the performance of the Assistant Superintendent of Educational Services' duties and obligations as a District employee. The Assistant Superintendent of Educational Services may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with District policies, including its technology use policies, personnel policies, and its risk management policies. The Assistant Superintendent of Educational Services shall not use any

Technology Device in any manner that is inconsistent with such policies.

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

The Assistant Superintendent of Educational Services hereby waives any and all rights and protections over the content of any Technology Device or other electronic device on which they have conducted any District business, regardless of whether the device is provided by the District pursuant to this Agreement. This waiver permits the Superintendent, or anyone authorized by the Superintendent, to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

6. EVALUATION: On a mutually agreeable schedule, the Assistant Superintendent of Educational Services and the Superintendent will jointly develop goals and objectives. The Superintendent shall evaluate the Assistant Superintendent of Educational Services' performance at least once a year based upon the goals, objectives, and job description as periodically established by the Superintendent in consultation with the Assistant Superintendent of Educational Services. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this paragraph shall not release the Assistant Superintendent of Educational Services from fully and faithfully performing the services required to be performed under this Agreement or any applicable statute or regulation or constitute a default by the District of its obligations under this Agreement.

7. TERMINATION OF AGREEMENT: This Agreement may be terminated prior to the expiration of the contract term as follows:

   a. Mutual Consent. The Parties may terminate the Agreement at any time by written mutual consent.

   b. Resignation. The Assistant Superintendent of Educational Services may resign and terminate this Agreement, provided that, unless otherwise waived by the District, the Assistant Superintendent of Educational Services shall give at least ninety (90) days advance written notice.

   c. Termination for Cause. The District may terminate the Agreement for cause. Cause is defined as: (1) breach of this Agreement; (2) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive of the Superintendent; (3) neglect of duty; (4) physical or mental inability of the Assistant Superintendent of Educational Services to perform duties, with or without reasonable accommodations; (5) any other legally permissible reason, which includes but is not limited to conduct that is seriously detrimental to the District.

Conduct that is seriously detrimental to the District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the District, unprofessional conduct, or incompetence.

Notice of discharge for cause shall be given in writing, and the Assistant Superintendent of Educational Services shall be entitled to appear before the Superintendent to discuss such causes. If the Assistant Superintendent of Educational Services chooses to be accompanied or advised by legal counsel at such a meeting, the Assistant Superintendent of Educational Services shall bear any costs therein involved. The Assistant Superintendent of Educational Services shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Assistant Superintendent of Educational Services believes are relevant to the charges. The conference with the Superintendent shall not be an evidentiary hearing, and neither party shall have the opportunity to call witnesses. If the Superintendent, after considering all evidence presented, decides to terminate this Agreement, the Superintendent shall provide the Assistant Superintendent of Educational Services with a written decision. The decision of the Superintendent shall be final. The Assistant Superintendent of Educational Services's conference with the Superintendent shall be deemed to satisfy the Assistant Superintendent of Educational Services's entitlement to due process of law and shall be the Assistant Superintendent of Educational Services's exclusive right to any conference or hearing otherwise required by law. The Assistant Superintendent of Educational Services waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Assistant Superintendent of Educational Services's administrative remedies and then authorizes the Assistant Superintendent of Educational Services to contest the District's determination in a court of competent jurisdiction.

d. Termination Without Cause. The District may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to the Assistant Superintendent of Educational Services, for a period of nine (9) months, a sum equal to the difference between the Assistant Superintendent of Educational Services's salary at the rate in effect during the Assistant Superintendent of Educational Services's last month of service and the amount which the Assistant Superintendent of Educational Services earns from any other employment-related source (whether as employee, independent contractor, consultant, or self-employed). As a condition of payment, the Assistant Superintendent of Educational Services shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Assistant Superintendent of Educational Services earns income from any employment-related source as defined above.

For purposes of this Agreement, the term "salary" shall include only the Assistant Superintendent of Educational Services's regular monthly base salary and shall not include the value of any other stipends, bonuses, reimbursements or benefits received under this Agreement. 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 Assistant Superintendent of Educational Services shall also be entitled to District-paid health benefits, as those benefits may change from time-to-time, for a period of six (6) months, or until the Assistant Superintendent of Educational Services obtains other employment which provides health benefits, whichever occurs first.

If the Assistant Superintendent of Educational Services is terminated without cause and elects to retire instead of fulfilling the Assistant Superintendent of Educational Services's obligation to seek other employment as set forth above, the Parties agree that, effective upon the date of the Assistant Superintendent of Educational Services's retirement with CalSTRS, the amount payable to the Assistant Superintendent of Educational Services as salary shall be reduced by the amount of retirement income earned by the Assistant Superintendent of Educational Services from CalSTRS for the nine (9) month period.

The Parties agree that any damages to the Assistant Superintendent of Educational Services that may result from the District's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree 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 Assistant Superintendent of Educational Services, fully compensates the Assistant Superintendent of Educational Services 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 the District's completion of its obligations under this provision constitutes the Assistant Superintendent of Educational Services'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.

8. MEDIATION: Should any dispute arise out of this Agreement, 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.

9. REPAYMENT AFTER CRIMINAL CONVICTION: If the Assistant Superintendent of Educational Services is convicted of a crime involving an abuse of his office or position, the Assistant Superintendent of Educational Services 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.

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

11. 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.

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

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