EMPLOYMENT AGREEMENT BETWEEN THE MILLBRAE ELEMENTARY SCHOOL DISTRICT AND MARY POLLETT, CHIEF BUSINESS OFFICIAL

THIS AGREEMENT is entered into this November 19, 2024, by and between the Millbrae Elementary School District, hereinafter referred to as the "District," and Mary Pollett, hereinafter referred to as "Chief Business Official".

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. TERM: The District hereby employs the Chief Business Official for a period beginning on January 1, 2025 and ending on June 30, 2027, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. SENIOR MANAGEMENT DESIGNATION: The Chief Business Official position is designated as a Senior Management position pursuant to Cal. Educ. Code§§ 45100.5 and 45108.5. As such, if no action is taken by the District 45 days prior to the expiration of the Agreement to terminate the services of the Chief Business Official, the Chief Business Official will be deemed reemployed for a new term expiring on June 30th of the following year. All other terms of this Agreement shall remain operative for the renewal term(s), if any.

3. DUTIES: The Chief Business Official 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 Chief Business Official serves as a member of the Superintendent's Cabinet and reports to the Superintendent. The Chief Business Official shall perform, at the highest level of competence, all services, duties, and obligations required by (i) this Agreement, (ii) the Chief Business Official's job description, (iii) applicable laws and regulations, (iv) District rules, regulations, and policies, and as otherwise directed by the Superintendent.

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

5. COMPENSATION: In full consideration for the services provided under this Agreement, the Chief Business Official will receive a salary at the annual rate of two-hundred nine thousand seven hundred nine dollars ($209,709) for twelve (12)

months of service beginning on January 1, 2025. The Chief Business Official 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 $944.64 ("Daily Rate"). The salary shall be increased according to the following schedule:

7/1/2025: $216,000 (Per diem rate of $972.97)
7/1/2026: $222,480 (Per diem rate of $1002.16)

The Board may, but is not required to, also approve salary increases for the Chief Business Official commensurate with salary increases that Administrative employees receive.

The Chief Business Officer will have three transition days, to be mutually agreed upon with the outgoing Chief Business Officer, between the date of this contract's approval and December 20, 2024. These transition days will be compensated at the per diem rate.

FRINGE BENEFITS:

a. Health Insurance Benefits. The Chief Business Official 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 Chief Business Official 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 Chief Business Official 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 Chief Business Official shall take the sixteen (16) holidays per year as provided to other District managers as non-work days.

d. Written Records. The Chief Business Official shall keep written records of their use of leave time. The Chief Business Official 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.

6. WORK RELATED EXPENSES:

a. Expense Reimbursement. The District shall reimburse the Chief Business Official for all actual and necessary expenses incurred by the Chief Business Official 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 Chief Business Official 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 Chief Business Official's expense claims shall be supported by appropriate documentation prior to reimbursement.

b. Mileage and phone stipend. The District shall provide the CBO 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 Chief Business Official through their participation in: CASBO, CASH, and one other professional organization mutually agreed upon by the CBO and Superintendent. District will be responsible for the expenses involved in such activity.

d. Technology Devices. The District may provide to the Chief Business Official, 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 performance of the Chief Business Official's duties and obligations as a District employee. The Chief Business Official 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 Chief Business Official shall not use any Technology Device in any manner that is inconsistent with such policies.

When Technology Devices are provided by the District, the Chief Business Official

shall not conduct District business on devices that are not provided or owned by the District.

The Chief Business Official 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.

7. EVALUATION: On a mutually agreeable schedule, the Chief Business Official and the Superintendent will jointly develop goals and objectives. The Superintendent shall evaluate the Chief Business Official's performance at least once a year based upon the goals, objectives and job description as periodically established by the Superintendent in consultation with the Chief Business Official. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this paragraph shall not release the Chief Business Official 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.

8. 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 Chief Business Official may resign and terminate this Agreement provided that, unless otherwise waived by the District, the Chief Business Official 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 Chief Business Official 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 Chief Business

Official shall be entitled to appear before the Superintendent to discuss such causes. If the Chief Business Official chooses to be accompanied or advised by legal counsel at such meeting, the Chief Business Official shall bear any costs therein involved. The Chief Business Official shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Chief Business Official 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 Chief Business Official with a written decision. The decision of the Superintendent shall be final. The Chief Business Official's conference with the Superintendent shall be deemed to satisfy the Chief Business Official's entitlement to due process of law and shall be the Chief Business Official's exclusive right to any conference or hearing otherwise required by law. The Chief Business Official waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Chief Business Official's administrative remedies and then authorizes the Chief Business Official 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 Chief Business Official, for a period of nine (9) months, a sum equal to the difference between the Chief Business Official's salary at the rate in effect during the Chief Business Official's last month of service and the amount which the Chief Business Official earns from any other employment-related source (whether as employee, independent contractor, consultant, or self-employed). As a condition of payment, the Chief Business Official shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Chief Business Official earns income from any employment-related source as defined above.

   For purposes of this Agreement, the term "salary" shall include only the Chief Business Official'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 Chief Business Official 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 Chief Business Official obtains other employment which provides health benefits, whichever occurs first.

If the Chief Business Official is terminated without cause and elects to retire instead of fulfilling the Chief Business Official's obligation to seek other employment as set forth above, the Parties agree that, effective upon the date of the Chief Business Official's retirement with CalSTRS or CalPERS, the amount payable to the Chief Business Official as salary shall be reduced by the amount of retirement income earned by the Chief Business Official from CalSTRS or CalPERS for the six (6) month period.

The Parties agree that any damages to the Chief Business Official 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 Chief Business Official, fully compensates the Chief Business Official 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 Chief Business Official'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.

9. 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.

10. REPAYMENT AFTER CRIMINAL CONVICTION: If the Chief Business Official is convicted of a crime involving an abuse of his office or position, the Chief Business Official 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.

11. 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.

12. 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.

13. 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 Chief Business Official, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Chief Business Official. The Chief Business Official 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 Chief Business Official as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Chief Business Official 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.

MILLBRAE ELEMENTARY SCHOOL DISTRICT

Dated: _____ _____

Lisa Hickey, Superintendent

Chief Business Official

Dated: _____ _____

Mary Pollett