CABRILLO UNIFIED SCHOOL DISTRICT

EMPLOYMENT AGREEMENT FOR

CHIEF BUSINESS OFFICIAL

THIS AGREEMENT is entered into this 11th day of June 2026, by and between the Board of Trustees of the Cabrillo Unified School District, hereinafter referred to as the "Board" or "District", and Jennifer Marsh, hereinafter referred to as the "Chief Business Official."

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **Term:** The Board hereby agrees to employ the Chief Business Official for a three-year term beginning July 1, 2026 and ending June 30, 2029, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law. This Agreement shall supersede all previous employment agreements and amendments thereto. Upon a satisfactory annual performance evaluation, the Board may, at its discretion, extend the Agreement by one year, which shall be memorialized by an amendment. At that time, the amendment will appear on the Board Agenda [BP1] with a new end date and the amount of salary as determined by the salary provision. These will be considered amendments to this Agreement and will not be constituted as new contracts or agreements.

2. **Duties:** The Chief Business Official shall perform at the highest professional level of competence those duties delineated by the position description; related duties that support curriculum development and the instructional program; categorical programs; and other duties and responsibilities as assigned by the Superintendent. Responsibilities include personnel evaluation, planning, budgeting and managing The Chief Business Official will maintain a professional relationship with the Governing Board, the Superintendent, Administrators, Classified Staff, Parents, Teachers, Students, and the Community.

   Prior to the beginning of each school year, the Superintendent and the Chief Business Official shall mutually set goals for the year. Goals may be adjusted by mutual consent during the school year. Performance related to these goals will be part of the Chief Business Officials annual evaluation.

3. **Compensation:**

   Effective July 1, 2026, the annual base salary shall be Two Hundred Fifteen Thousand Eighty-Two Dollars ($215,082).

   Effective July 1, 2027, the annual base salary set forth in Section 3 of the Agreement shall be increased by four percent (4%). As a result of this increase, the annual base salary shall be Two Hundred Twenty-Three Thousand Six Hundred Eighty-Five Dollars ($223,685).

Effective January 1, 2028, the annual base salary set forth in Section 3 of the Agreement shall be increased by one percent (1 %). As a result of this increase, the annual base salary shall be Two Hundred Twenty-Five Thousand Nine Hundred Twenty-Two Dollars ($225,922).[BP1]

In the event of a mid-year start date, the annual base salary shall be adjusted accordingly. The annual salary shall be payable on the last day of each month in installments of one twelfth (1/12) of the annual salary rate for services rendered during the preceding month.

4. **Vacation/Work Year/Holidays**
The Chief Business Official shall be required to render twelve (12) months of full and regular service to the District during each school year, prorated for less than a complete year of service, covered by this Agreement, except that she shall be entitled to twenty-two (22) days annual vacation, with pay, exclusive of holidays defined in Education Code Sections 37220 and 37221. The number of days carried from one school year into an ensuing year may be up to five (5) in number. In the event of termination of this Agreement, the Chief Business Official shall be entitled to compensation for unused vacation of not more than twenty (20) days at her current rate of base pay. No later than July 15 of each year, the Chief Business Official shall submit her proposed work year calendar, outlining planned vacations, to the Superintendent for approval. Subsequent modifications to the calendar are subject to mutual agreement of the Chief Business Official and the Superintendent.

5. **Fringe Benefits:**

    a. **Health Insurance Benefits:** In accordance with the Cabrillo Classified Schools Association Contract Bargaining Agreement Article VIII, the District shall continue to offer 100% of the full family insurance premium for Kaiser medical/ hospital/surgical/prescription drug coverage. Dental and vision care are provided.

    b. **Retirement Benefits:** Retirement benefits will be provided:

    PERS – Under the same terms as the current District contract with CSEA

    c. **Sick Leave:** The Chief Business Official shall accrue sick leave at the rate of twelve (12) days per Agreement year. In accordance with California Education Code, sick leave shall be transferred upon the request of the Chief Business Official leaving the District.

    d. **Additional Leave:** The Chief Business Official shall be entitled to all other paid, non-discretionary leaves of absence authorized by the Education Code.

6. **Work-Related Expenses**: The District shall reimburse the Chief Business Official for all actual and necessary expenses incurred within the scope of employment, providing such expenses are pre-approved by the Superintendent. Reimbursement shall be in accordance with Board policy and the District's budget.

7. **Professional Growth:** The District encourages the continuing professional growth of the Chief Business Official through activities approved in advance by the Superintendent. The Chief Business Official shall endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals, maintenance of membership in appropriate professional organizations, and attendance at professional meetings at the local, state, and national level, with Board approval. The District shall pay for the Chief Business Officials dues to join the California Association of School Business Officials ("CASBO"). The Chief Business Official may approach the Superintendent regarding any other professional organizations that she wishes to join. The Chief Business Official will promptly submit receipts related to all such activities delineated in this section.

8. **Evaluation:** The Superintendent shall evaluate the performance of the Chief Business Official in writing and on an annual basis. The evaluation shall be based on objective information related to assigned job duties. If the evaluation is partially or wholly unsatisfactory in any respect, the written report shall describe such unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances that were deemed unsatisfactory.

9. **Termination of Employment:** This Agreement may be terminated prior to the expiration of the contract term as follows:

    a. **Resignation:** The Chief Business Official shall notify the Board in writing a minimum of sixty (60) days prior to accepting other employment or resigning from the District. She shall also notify the Board in writing within two (2) days of her becoming aware that she has been selected as a finalist for a full-time position with another public or private employer.

    b. **Mutual Consent:** This Agreement may be terminated at any time by mutual consent of the Board and the Chief Business Official.

    c. **Termination for Cause:** The Board may terminate this Agreement for cause. Cause is defined as conduct which is seriously prejudicial to the District, including, but not limited to: (1) unprofessional conduct; (2) unsatisfactory performance; (3) neglect of duty; (4) breach of this Agreement. Should the Board elect to terminate this Agreement prior to its expiration, the Board shall notify the Chief Business Official in writing with a detailed statement of charges. The Chief Business Official will be afforded an opportunity for a hearing, which shall include the right to be represented by counsel and the right to call witnesses. Such hearing shall be conducted before the Board in closed session. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Chief Business Official with a written decision. The decision of the Board shall be final.

    d. **Dismissal Without Cause:** The Board may dismiss the Chief Business Official during the school year without cause upon giving them 30 days written notice. If the Board

exercises this option, it will compensate the Chief Business Official, beginning no later than the effective date of termination, an amount equivalent to three months of base salary; however, in no event shall this amount exceed the base salary she would have earned for the remainder of the school year during which she was dismissed. Said payments are to be made monthly and will cease on the occasion of her commencing comparable employment if such employment commences before such payments would otherwise be completed.

10. Abuse of Office or Position

a. Any salary provided to the Chief Business Official pending an investigation shall be fully reimbursed by Chief Business Official to the District if the Chief Business Official is convicted of a crime involving an abuse of their office or position, as set forth in Government Code sections 53243 and 53243.4.
b. Any funds for the legal criminal defense of Chief Business Official provided by the District shall be fully reimbursed by Chief Business Official to the District if the Chief Business Official is convicted of an abuse of their office or position, as set forth in Government Code sections 53243.1 and 53243.4.
c. Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that Chief Business Official receives from the District shall be fully reimbursed to the District if Chief Business Official is convicted of a crime involving an abuse of their office or position, as set forth in Government Code sections 53243.2 and 53243.4.

11. General Provisions

a. **Governing Law and Venue:** This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper federal and state court located in San Mateo County, California.

b. **Entire Agreement:** This agreement contains the entire agreement and 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 this Agreement.

c. **No Assignment:** Chief Business Official may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representative, affix their hands:

CABRILLO UNIFIED SCHOOL DISTRICT: Date:

ATTEST: Date:

CHIEF BUSINESS OFFICIAL: Date: