



COUNTY OF SAN MATEO

OFFICE OF THE COUNTY ATTORNEY

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COUNTY ATTORNEY

JOHN D. NIBBELIN

October 21, 2024

Please respond to: (650) 363-4789

Via E-Mail (wthwaite@llesd.org)

Whitney Thwaite

Re: Public Records Act Request

Dear Ms. Thwaite:

I am responding on behalf of the Las Lomas Elementary School District to your email dated October 10, 2024, in which you request documents pursuant to the California Public Records Act [Government Code § 7920.000 *et seq.*].

The Public Records Act requires us to provide a response within ten days stating whether we will provide the records requested, or provide reasons for an extension of the date on which a determination is expected. (Govt. Code §7922.535(a).) The producing party is allowed a reasonable time thereafter to produce the actual records.

Your requests are set forth below along with our response.

Request 1: The 2021, 2022, 2023, 2024 credit card statements

District Response: Records will be produced. The District has prepared records for the years 2023 and 2024, based on a request made by you through the negotiation process. However, you have now made a PRA request and included two more years. The District is currently working with the credit card company to determine if it can access these credit card statements online. If the District cannot do so, it will have to send staff off site to search through boxes of stored documents to find the records you are requesting. This will take a great deal of time. If this is the case, the District is willing to dedicate one hour per week to conduct this search, and will produce the records once they are all compiled.

Request 2: The number of Beth Polito's vacation days and how many are allowed to be paid out/reimbursed, and how much is the per day pay out.

District Response: This information may be found in the records produced herewith.

October 21, 2024

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Request 3: Salaries of all employees

District Response: The District is in the process of gathering the document which provides this information. It expects to be able to produce the applicable record(s) to this request within two weeks.

Request 4: Salary schedule position of employees including any stipends they receive


District Response: It is unclear what are seeking through the request. The District will be producing a record which indicates every employee's salary. That salary information includes stipend pay, because stipends are included in the salary computation in this District, unlike other Districts. Please reach out if you would like to clarify so that the District might be better able to assist you.

Very truly yours,

JOHN D. NIBBELIN, COUNTY
ATTORNEY

By: _____

Gina J. Beltramo, Lead Deputy



JDN:GJB/rd

FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR DISTRICT
SUPERINTENDENT BETWEEN THE LAS LOMITAS ELEMENTARY SCHOOL DISTRICT
AND BETH POLITO

This Fourth Amendment to the Employment Agreement for District Superintendent between the Las Lomas Elementary School District (“District” or “Board”) and Dr. Beth Polito (“Superintendent”), is dated as of September 1, 2023.

WHEREAS, the District and Superintendent entered into an Agreement for District Superintendent dated May 8, 2019 (“Agreement”), and the parties entered into a First Amendment to the Agreement dated September 9, 2020 (“First Amendment”); a Second Amendment to the Agreement dated June 30, 2021 (“Second Amendment”); and a Third Amendment to the Agreement dated as of July 21, 2022 (“Third Amendment”); and

WHEREAS, the District and Superintendent wish to enter into a Fourth Amendment to the Agreement (“Fourth Amendment”) to extend the term of the Agreement and to address certain provisions of the Agreement in response to the COVID-19 public health emergency.

NOW, THEREFORE, the District and the Superintendent agree as follows:

1. Section 1 of the Agreement, Term, is hereby amended in its entirety to read as follows:

The Board employs and the Superintendent accepts the position of Superintendent for a term commencing on July 1, 2021 and ending on June 30, 2026, unless such employment is terminated earlier or extended in accordance with the provisions of this Agreement.

2. Section 4 of the Agreement, Benefits, is hereby amended to include a new subsection (f) to read in its entirety as follows:

(f)(1) Upon Superintendent’s retirement from employment with the District, the District agrees to contribute, on Superintendent’s behalf, the minimum sum required pursuant to Government Code Section 22892, to be applied to the premium of a PERS health care plan (or a health care plan from a different provider to be determined in the future). If the Superintendent declines to participate in such a plan, the sum set forth in this subsection (f)(1) is forfeited. If the District terminates participation in the PERS medical insurance plan (e.g., the District determines that it will secure health insurance from a different healthcare plan provider) or if the plan provided by a provider other than PERS to be determined in the future does not require contribution by the District of a minimum sum, as set forth in Section 22892 of the Government Code), the District will have no further obligation for payment of the sum set forth in this subsection (f)(1) and the sum will not be subtracted from the District contribution described in subsection (f)(2) below.

(f)(2) Upon Superintendent's retirement from employment with the District and until the Superintendent is eligible for Medicare, the Superintendent will receive a supplemental District contribution toward health benefits equal to 50% of the monthly premium for an active certificated District staff member of the least expensive District health plan out of the four most commonly subscribed to by District certificated staff members, less the sum set forth in section (f)(1), above, which may be applied to a health insurance or dental insurance plan of the Superintendent's choice.

3. All other terms and conditions of the Agreement, as amended by the First, Second and Third Amendments, remain in full force and effect.

LAS LOMITAS ELEMENTARY
SCHOOL DISTRICT



Jason Morimoto, President
Board of Trustees

SUPERINTENDENT



Beth Polito, Superintendent

Eff Date: 07/01/2024 Primary Job Position

Position Code: 1DOSUPER SUPERINTENDENT Board Date:

Location: DISTRICT OFFICE

Department: SUPERINTENDENT

Start Date: 07/01/2024 End Date:

Effective Date History	
07/01/2024	1DOSUPER <input checked="" type="checkbox"/>
07/01/2023	1DOSUPER
07/01/2022	1DOSUPER
07/01/2021	1DOSUPER
07/01/2020	1DOSUPER
07/01/2019	1DOSUPER

Salary Detail

Schedule Code: 1SUPT Salary: \$329,717.81 Salary Rate as of: 07/01/2024

Range: SUPER Step: 3

Shift: (Select)

Work Calendar: SUPERINTENDENT (1SUPT)

Earn Type: NORMAL PAY

Group Rule: (Select)

Generate Earnings Indicator Overlap Override FTE

	Hours/Day	Days/Year	Paid Days/Year	Hours/Year	FTE	Budget Hours/Day	Avg. Weekly Hours
Schedule	8						
Position	8				1		
Employee	8.0000	260	260	2080	1.0000		0.00

Earnings:

Hourly	Daily	Monthly	Normal Annual	Actual Annual
\$158.52	\$1,268.15	\$27,476.48	\$329,717.81	\$329,717.81

Fiscal Year Roll Detail

Increment Date: 07/01 Skip Year

Step Future Fiscal Year: Future Step:

Assignment

Type: NON-INSTRUCTIONAL

Reason: CONTINUING

Subject:

Health & Welfare: YES

Retirement: MEMBER STRS

Retirement Option: P/U

EEO: OFFICIALS AND MANAGERS

Contract Duration: (Select)

Leave Status: (Select)

Position Hire Date: 07/01/2019

Years Of Service: 5 Months: 3

Work Phone #:

Ext:

Comment:

THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR DISTRICT
SUPERINTENDENT BETWEEN THE LAS LOMITAS ELEMENTARY SCHOOL DISTRICT
AND BETH POLITO

This Third Amendment to the Employment Agreement for District Superintendent between the Las Lomas Elementary School District (“District” or “Board”) and Dr. Beth Polito (“Superintendent”), is dated as of July 21, 2022.

WHEREAS, the District and Superintendent entered into an Agreement for District Superintendent dated May 8, 2019 (“Agreement”), and the parties entered into a First Amendment to the Agreement dated September 9, 2020 (“First Amendment”) and a Second Amendment to the Agreement dated June 30, 2021 (“Second Amendment”); and

WHEREAS, the District and Superintendent wish to enter into a Third Amendment to the Agreement (“Third Amendment”) to extend the term of the Agreement and to address certain provisions of the Agreement in response to the COVID-19 public health emergency.

NOW, THEREFORE, the District and the Superintendent agree as follows:

1. Section 1 of the Agreement, Term, is hereby amended in its entirety to read as follows:

The Board employs and the Superintendent accepts the position of Superintendent for a term commencing on July 1, 2021 and ending on June 30, 2025, unless such employment is terminated earlier or extended in accordance with the provisions of this Agreement.

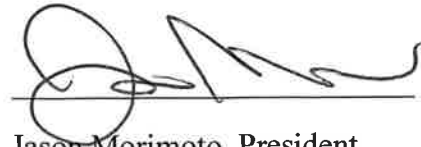
2. Section 3 of the Agreement, Salary, is hereby amended in its entirety to read as follows:

In full consideration for services provided under this Agreement, beginning on July 1, 2021, the Superintendent will receive a salary at the annual rate of Three Hundred and One Thousand Seven Hundred and Thirty Eight Dollars and Fifty Cents (\$301,738.30). The salary shall be paid in twelve equal monthly installments, payable the last day of each month. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to California Government Code Section 54956(b). Beginning on July 1, 2022, and annually thereafter on each July 1st during the Term of this Agreement, the Superintendent will receive a three percent (3%) annual step increase on the Superintendent’s annual rate of compensation. Thus, for example, for the 2022-2023 school year (July 1, 2022 through June 30, 2023), the Superintendent’s annual compensation shall be Three Hundred and Ten Thousand Seven Hundred and Ninety

Dollars and Sixty Six Cents (\$310,790.66). In addition, the Superintendent will receive an annual doctoral stipend in the amount of Three Thousand dollars (\$3,000).


3. All other terms and conditions of the Agreement, as amended by the First Amendment and Second Amendment, remain in full force and effect.

LAS LOMITAS ELEMENTARY
SCHOOL DISTRICT



Jason Morimoto, President
Board of Trustees

SUPERINTENDENT



Beth Polito, Superintendent

Handwritten scribble or signature

SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR DISTRICT
SUPERINTENDENT BETWEEN THE LAS LOMITAS ELEMENTARY SCHOOL DISTRICT
AND BETH POLITO

This Second Amendment to the Employment Agreement for District Superintendent between the Las Lomas Elementary School District (“District” or “Board”) and Dr. Beth Polito (“Superintendent”), is dated as of June 10, 2021.

WHEREAS, the District and Superintendent entered into an Agreement for District Superintendent dated May 8, 2019 (“Agreement”), and the parties entered into a First Amendment to the Agreement dated September 9, 2020 (“First Amendment”); and

WHEREAS, the District and Superintendent wish to enter into a Second Amendment to the Agreement (“Second Amendment”) to extend the term of the Agreement and to address certain provisions of the Agreement in response to the COVID-19 public health emergency.

NOW, THEREFORE, the District and the Superintendent agree as follows:

1. Section 1 of the Agreement, Term, is hereby amended in its entirety to read as follows:

The Board employs and the Superintendent accepts the position of Superintendent for a term commencing on July 1, 2021 and ending on June 30, 2024, unless such employment is terminated earlier or extended in accordance with the provisions of this Agreement.

2. Section 5(a) of the Agreement, Vacation Time/Accrual is hereby amended in its entirety to read as follows:

Accrual: Upon the signing of this Agreement, the Superintendent shall have vested 25 days of vacation for the first school year, exclusive of holidays, as defined below. Superintendent may accrue the same number of vacation day as certificated management employees. Once this maximum accrual level is reached, Superintendent will cease accruing additional vacation until his or her balance falls below this level. Superintendent may “cash out” up to 10 accrued but unused vacation days per year at the salary rate effective during the school year in which the vacation was earned but not used. Upon termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for all unused accrued vacation days at the then current salary rate. Notwithstanding the foregoing, and only during the month of July 2021, the Superintendent shall be allowed, on a one-time basis, to cash out up to sixteen (16) vacation days that the Superintendent has accrued at the end of the 2020-2021 school

year at the salary rate for the Superintendent that was in effect on June 30, 2021. This option to cash out up to sixteen (16) accrued vacation days is to recognize that, due to the COVID-19 public health emergency, the Superintendent reasonably determined that she was limited in her ability to use vacation time during 2021-2022 school year.

3. Section 10 of the Agreement, Professional Development, is hereby amended in its entirety to read as follows:

The District will pay up to ten thousand dollars (\$10,000) per year for coaching/consultation services from one or more professional coaches/consultants as selected by the Superintendent and approved by the District. Notwithstanding the foregoing, the parties acknowledge and agree that, during the 2020-2021 school year, owing to the COVID-19 public health emergency, the Superintendent was not able to utilize the allowance for professional development coaching/consultation services and the parties therefore agree that Superintendent shall be allocated up to \$10,000 that may be used for coaching/consultation services from one or more professional coaches/consultants during the term of this Agreement (i.e., before June 30, 2024), in addition to the \$10,000 per year for such services provided for in this Section 10. The District shall pay the Superintendent's annual membership charges for ACSA. In addition, the District will pay the annual dues and assessments of one service club selected by Superintendent not to exceed seven hundred fifty dollars (\$750) per year.

4. All other terms and conditions of the Agreement, as amended by the First Amendment, remain in full force and effect.

LAS LOMITAS ELEMENTARY
SCHOOL DISTRICT



Dana Nunn, President

Board of Trustees

SUPERINTENDENT



Beth Polito, Superintendent

**AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT BETWEEN THE
LAS LOMITAS ELEMENTARY SCHOOL DISTRICT AND BETH POLITO**

THIS AMENDMENT amends the Agreement dated September 9, 2019 by and between the Board of Trustees of the Las Lomas Elementary School District, hereinafter referred to as "Board" or "District" and Beth Polito, hereinafter referred to as "Superintendent".

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

Section 1 "TERM" is amended as follows:

1. TERM: The Board hereby employs and the Superintendent accepts the position of District Superintendent for a term commencing on July 1, 2019 and ending on **June 30, 2023**.

Section 3 "SALARY" is amended as follows:

3. SALARY : In full consideration for the services provided under this Agreement, the Superintendent will receive a salary at the annual rate of two hundred seventy-nine thousand (\$279,000). The annual salary shall be payable in twelve equal monthly installments, payable the last day of each month. Any increase in salary 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 during the term of the Agreement shall not, in and of itself, constitute the creation of a new agreement or extension of the Agreement. **Starting on July 1, 2020, and annually thereafter, the Superintendent will receive a three (3%) annual step increase on the annual rate. In addition, the Superintendent will receive an annual doctoral stipend in the amount of \$3,000.**

All other sections shall remain in force.

Dated : September 9, 2020



Jon Ververloh
Board President
Las Lomas School District



Beth Polito
Superintendent

EMPLOYMENT AGREEMENT FOR DISTRICT SUPERINTENDENT BETWEEN THE LAS LOMITAS ELEMENTARY SCHOOL DISTRICT AND BETH POLITO

THIS AGREEMENT is dated the 8th day of May, 2019 (the "Agreement") by and between the **Board of Trustees of the Las Lomitas Elementary School District**, hereinafter referred to as "Board" or "District" and **Beth Polito**, hereinafter referred to as "Superintendent."

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **TERM:** The Board employs and the Superintendent accepts the position of District Superintendent for a term commencing on the **July 1, 2019**, and ending on **June 30, 2022**, unless such employment is terminated earlier or extended in accordance with the provisions of this Agreement.

2. **DUTIES:** 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.
 - (a) The Superintendent shall be required to provide twelve months of full and regular service to the District during each of the school years covered by this Agreement except when on vacation, District-approved holidays, and approved leaves as set forth in the Agreement. It is understood that the demands of the position of Superintendent will require more than eight (8) hours per work day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

 - (b) Superintendent agrees to perform, at the highest level of competence, all services, duties, and obligations required by (i) the Agreement, (ii) the District Superintendent job description, (iii) applicable laws and regulations, (iv) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate any of his or her duties to a responsible District employee unless otherwise prohibited by Board or any applicable law, Board rule, regulation, or policy.

 - (c) Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his or her duties, Superintendent shall provide educational leadership to District and make student learning and student success his or her highest priorities. Superintendent shall endeavor to maintain and improve his or her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

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

 - (e) 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. Superintendent shall notify Board President when doing so.

 - (f) Superintendent shall establish and maintain positive community, staff, and Board relations.

- (g) Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.
- (h) Superintendent shall serve as Secretary to 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.
- (i) Superintendent shall have primary responsibility for the implementation of District policies. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification. Board retains primary responsibility for formulation of Board policies.
- (j) 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.
- (k) As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that could have a material impact on Board or District.
- (l) Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.
- (m) Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.
- (n) Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.
- (o) Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.
- (p) Superintendent shall have such other duties properly delegated to him or her by Board.
- (q) Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and shall evaluate all cabinet members pursuant to their contracts and applicable Board policies and regulations.
- (r) Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.
- (s) As required by Education Code Section 35035, and subject to the approval of Board, 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.

- (t) Superintendent shall provide leadership and direction in negotiations with all labor groups.
- (u) Superintendent shall represent 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.
- (v) Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.
- (w) 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.
- (x) Superintendent shall carry out all lawful activities as directed by Board from time to time.

3. SALARY: In full consideration for the services provided under this Agreement, the Superintendent will receive a salary at the annual rate of \$279,000. The annual salary shall be payable in twelve equal monthly installments, payable the last day of each month for services rendered during that month. The annual salary may be increased at the sole discretion of Board. Any increase in salary 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 during the term of the Agreement shall not, in and of itself, constitute the creation of a new agreement or extension of the Agreement.

4. BENEFITS: The Board will provide the Superintendent with the following benefits:

- (a) Major medical, vision benefits and dental benefits for the Superintendent equal to that provided to management employees of the District;
- (b) Disability insurance policy;
- (c) a term life insurance policy of \$100,000.
- (d) The District's share of the employer's contribution to PERS or STRS, as applicable.
- (e) Payment towards a tax shelter annuity chosen by the Superintendent in the amount of \$5,000 per year.

5. VACATION TIME:

- (a) *Accrual*: Upon the signing of this Agreement, the Superintendent shall have vested **25** days of vacation for the first school year, exclusive of holidays, as defined below. Superintendent may accrue the same number of vacation day as certificated management employees. Once this maximum accrual level is reached, Superintendent will cease accruing additional vacation until his or her balance falls below this level. Superintendent may "cash out" up to 10 accrued but unused vacation days per year at the salary rate effective during the school year in which the vacation was earned but not used. Upon termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for all unused accrued vacation days at the then current salary rate.
- (b) *Taking of Vacation Time*: It is the parties' intention that the Superintendent take the full amount of

vacation time each year and that vacation be scheduled to the extent practicable during times when the schools of the District are not in session. Approval of vacations entailing physical absence from the District for more than 14 consecutive days shall be requested of the Board of Trustees in advance of the first day of absence. The Superintendent shall keep records of the use of vacation time and will report vacation time in accordance with District procedures. The Superintendent is expected to work a full workday and is expected to account for absences of greater than one half of a workday as vacation time, sick leave or another leave of absence.

6. HOLIDAYS: The Superintendent shall be entitled to receive holidays as provided to management employees of the District.

7. SICK LEAVE AND OTHER LEAVES OF ABSENCE: The Superintendent shall be compensated for sick leave in accordance with current District policy for management employees.

8. EXPENSE REIMBURSEMENT: The District shall reimburse the Superintendent for all actual and necessary expenses incurred by the Superintendent within the scope of employment in accordance with applicable District policy, not to exceed five hundred dollars (\$500) per month without the written authorization of the Board President.

9. TECHNOLOGY DEVICES:

- (a) At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone stipend of \$1,440 annually and a laptop computer and/or tablet, hereinafter "Technology Devices." 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 District and 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.
- (b) All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District. 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. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.
- (c) When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.
- (d) 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 he or she has conducted any District business, regardless of whether the device is provided by District pursuant to the Agreement. This waiver permits Board or anyone authorized by Board to examine the contents of any such device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

10. PROFESSIONAL DEVELOPMENT: The District will pay up to ten thousand dollars (\$10,000)

per year for coaching/consultation services from one or more professional coaches/consultants as selected by the Superintendent and approved by the District. The District shall pay the Superintendent's annual membership charges for ACSA. In addition, the District will pay the annual dues and assessments of one service club selected by Superintendent not to exceed seven hundred fifty dollars (\$750) per year.

11. EVALUATION: The Board shall evaluate the Superintendent's performance at least once a year based upon terms and conditions established by the Board following consultation with Superintendent.

12. NO AUTOMATIC RENEWAL: Parties agree that there shall be no automatic renewal or extension of the Agreement. Should Board desire Superintendent to continue as Superintendent beyond the term of the Agreement, the Parties shall negotiate and execute a new contract.

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

- (a) The parties may terminate the Agreement by written mutual consent. If the Agreement is terminated under this Paragraph, the maximum cash settlement that Superintendent may receive shall either (i) an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the unexpired term of the Agreement or (ii) an amount equal to the monthly salary of Superintendent multiplied by twelve (12), whichever is less. Termination of the Agreement by mutual consent shall constitute a release of all claims Superintendent may otherwise have against Board or District. This paragraph is set forth herein because it is required by subdivision (a) of Government Code Section 53260, but the Parties agree that it shall be superseded by the provisions set forth below in the event that Superintendent is terminated for cause or without cause.
- (b) The Superintendent may unilaterally terminate the Agreement provided that, unless otherwise waived by the Board, the Superintendent shall give at least ninety (90) days advance written notice. Notwithstanding the provisions of section 5 above, for each day less than ninety (90) days advance written notice, the Superintendent's unused vacation days shall be reduced by one day. Should the Superintendent become interested in a position elsewhere during the term of this Agreement, the Superintendent shall advise the Board of this interest before the Superintendent is interviewed for such position.
- (c) The Board may terminate the Agreement for cause. Cause shall include violations of the grounds enumerated in Education Code section 44932, as well as the failure of the Superintendent to perform any of his duties or responsibilities as set forth in this Agreement or in relevant Board policies. Notice of discharge for cause shall be given in writing, and the Superintendent shall be entitled to appear before the Board to discuss such causes. 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 be provided a written decision describing the results of the meeting. A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

(d) The Board may terminate the Agreement without cause upon ninety (90) days' written notice. The District shall pay the Superintendent, as severance pay, the Superintendent's base salary which the Superintendent would have earned under this Agreement to the date of termination set forth in section 1 above, not to exceed twelve months' base salary; provided, however, that Superintendent must execute a full waiver and release of all claims against the District in order to receive such severance pay. Base salary is the annual salary amount specified in section 3 above. Pursuant to Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period not to exceed the period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains other employment before the measuring period has expired. The compensation set forth in Paragraph 66 shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

14. NON-RENEWAL OF AGREEMENT: This Agreement shall terminate at the end of the term set forth in Section 1, above, unless the District and Superintendent agree in writing that the Agreement term shall be extended.

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

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

15. REIMBURSEMENT OBLIGATIONS: If Superintendent is convicted of a crime involving an abuse of Superintendent's office or position, 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.

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

17. INDEMNIFICATION: District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies. District shall, to the full extent permitted by law, defend, hold

harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him or her in his or her personal or official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his or her employment with District. In no event will any individual Board member be personally liable for indemnifying Superintendent.

18. **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.

19. **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.

20. **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.

21. **WAIVER AND SEVERABILITY:** The waiver of any breach of any term of this Agreement shall not be deemed to be an ongoing waiver of such term or to constitute an agreement to waive any future breach of any term of this Agreement. In case anyone or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement thereafter shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. **NOTICES:**

All notices permitted or required under the Agreement shall be given to respective parties at the following address:

SUPERINTENDENT	DISTRICT
Beth Polito	Las Lomas Elementary School District Attention: Board President
	1011 Altschul Avenue, Menlo Park, CA 94025

Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

23. **GOVERNING LAW AND VENUE:** The 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 state or federal court serving San Mateo County, State of California.

24. NO ASSIGNMENT: Superintendent may not assign or transfer any rights granted or obligations assumed in the Agreement.

25. CONFLICT WITH BOARD POLICIES: In the event of a conflict between the terms of the Agreement, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Agreement shall prevail.

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



JOHN EARNHARDT
BOARD PRESIDENT



BETH POLITO
SUPERINTENDENT

LAS LOMITAS ELEMENTARY
SCHOOL DISTRICT

Bank	Bal Fwd	Posted	Pend/Exc	Balance	Balance						
	AffID	Pos	Event	Entered	Posted	Reason	Charge To	Starting Ba Hours	Ending Bal	Limit Rem	Transaction Note / Incident
		Leave	Hours Avai	Limit Rem							
VACATION	144	0	0	0	144						