### SUNNYVALE SCHOOL DISTRICT

Santa Clara County, California

### FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT FOR CHIEF BUSINESS OFFICER

The is an amendment ("Amendment") to the contract ("Contract") between the Governing Board of the Sunnyvale School District, (hereinafter sometimes referred to as "the Board") and Arthur Cuffy (hereinafter referred to as "the Chief Business Officer.")

The Chief Business Officer's Contract was approved by the Board in April 2024 and contains the following provisions:

### 2. COMPENSATION.

- Salary. For the year 2023-2024 the annual salary of the Chief Business Α. Official shall be (\$270,000) effective April 1, 2024; the annual salary for the 2023-2024 school year shall be prorated appropriately in accordance with this effective date. The full monthly pay is \$22,916.67 and the daily rate of pay is \$1,255.70. For the year 2024-2025 the annual salary of the Chief Business Official shall be \$283,250 payable in twelve equal installments. For the year 2025-2026 any salary increase shall be determined by the Board, subject to the "Overall Assessment" evaluation provision in this paragraph. The salary for each of the subsequent years of the Contract will be based upon the yearly evaluation by the Superintendent of the Chief Business Official's execution of his responsibilities. The salary for the 2024-2025 and any salary increase for the 2025-2026 fiscal years will be implemented if the "Overall Assessment" contained in the Chief Business Official's annual evaluation states that he is performing at least at a "satisfactory level." It is agreed that the salary paid to the Chief Business Official for each of the subsequent years of this Contract shall not be less than the first year, nor less than the amount dictated by Section 2.B, provided however, that such salary shall be reduced by the same proportion as reductions which may occur in management employees' salaries.
- B. Salary Increment Steps. The Chief Business Official shall advance one step increment each year of this Contract (on July 1) to begin, July 1, 2025. One step increment shall be equal to 3% of the Chief Business Official's salary during the prior Contract year. The step increments schedule is attached to this Contract as Exhibit A and incorporated herein by reference. The dollar amounts in each step of the schedule shall be adjusted annually to account for any increases to the annual salary for that year. The dollar amounts of these step increments have already been adjusted to account for the salary increase for the 2023-2024 contract year and the increment is included within the annual salary set forth in section 2(A) above for the 2024-2025 and 2025-2026 contract years.

The purpose of this Amendment is to modify the terms of the above quoted section 2 of the Contract as follows:

### 2. COMPENSATION.

- A. Salary. For the year 2024-2025 the annual salary of the Chief Business Official shall be \$283,250 effective July 1, 2024 as provided on Step 1 of the Classified Chief Business Officer and Assistant Superintendent Human Resources and Information Systems 2024-2025 Salary Schedule ("Step Increments Schedule"). The full monthly pay is \$23,604.17\_and the daily rate of pay is \$1293.38. For the year 2025-2026 any salary increase shall be determined by the Board, subject to the "Overall Assessment" evaluation provision in this paragraph. The salary for each of the subsequent years of the Contract will be based upon the yearly evaluation by the Superintendent of the Chief Business Official's execution of his responsibilities. Any salary increase for the 2025-2026 fiscal year will be implemented if the "Overall Assessment" contained in the Chief Business Official's annual evaluation states that he is performing at least at a "satisfactory level." It is agreed that the salary paid to the Chief Business Official for each of the subsequent years of this Contract shall not be less than the first year, nor less than the amount dictated by Section 2.B, provided however, that such salary shall be reduced by the same proportion as reductions which may occur in management employees' salaries.
- B. Salary Increment Steps. The Chief Business Official shall advance one step on the Step Increments Schedule each year of this Contract (on July 1) to begin, July 1, 2025. One step increment shall be equal to 3% of the Chief Business Official's salary during the prior Contract year. The Step Increments Schedule is attached to this Amendment as Exhibit A and incorporated herein by reference. The dollar amounts in each step of the schedule shall be adjusted annually to account for any increases to the annual salary for that year. The dollar amounts of these step increments have already been adjusted to account for the salary increase for the 2024-2025 contract year and the increment is included within the annual salary set forth in section 2(A) above.

Other than as specifically set forth above, the provisions of the Contract shall remain in full force and effect.

DATED:	6/20/24		VERNING BOARD OF THE SUNNYVALE
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I hereby accept and agree to comply with the terms and conditions of this Amendment and to

fulfill all the duties of the Chief Business Official of the Sunnyvale School District. Date of Acceptance: 6/20/2024

Arthur Cuffy, Chief Business Official

Attachment: Exhibit A: Step Increment Schedule

Ratified in a public meeting of the Governing Board on \_\_\_\_\_\_\_\_, 2024.

## Sunnyvale School District

## ASSISTANT SUPERINTENDENT OF HUMAN RESOURCE/INFORMATION SYSTEMS CHIEF BUSINESS OFFICER AND 2024-2025 SALARY SCHEDULE CLASSIFIED

STEP	1	2	3	4	5	9	7
SALARY	\$283,250	\$291,748	\$300,500	\$309,515	\$318,800	\$328,364	\$338,215

219-day work year (12 months)

# nitial Placement on Salary Schedule:

The Superintendent shall recommend the initial placement of the Chief Business Officer and the Assistant Superintendent of Human the Board of Education. In making the recommendation for initial salary placement, the Superintendent shall consider the manager's Resources and Information Technology ("manager") on Step 1 through 7 of the Salary Schedule subject to approval or ratification by experience and training.

# Advancement on Salary Schedule:

year for the position. Progression between steps is on an annual basis, effective July 1 of each fiscal year immediately following the reaches Step 7 on the Salary Schedule. A year of service is defined as service for a least 75% of the work days in the assignment After initial placement on the salary schedule, the manager shall advance one step for each year of service until the manager fiscal year in which the service increment was earned.

### Longevity Provision:

To reward and retain effective managers, managers shall receive a 3% longevity salary increase after an additional 2 complete years following a complete year of service at Step 7. Managers shall receive a second 3% longevity salary increase, for a cumulative total of 6% of Step 7, upon completing four years of service at Step 7. Managers shall receive a third 3% longevity salary increase, for a cumulative total of 9% of Step 7, upon completing six years of service at Step. All longevity steps are contingent on the manager receiving an overall satisfactory evaluation for the immediate past two consecutive years of service.