

SUNNYVALE SCHOOL DISTRICT
Santa Clara County, California

**CONTRACT OF EMPLOYMENT FOR
ASSISTANT SUPERINTENDENT OF
HUMAN RESOURCES AND INFORMATION SYSTEMS**

The following is a contract ("Contract") between the Governing Board of the Sunnyvale School District, (hereinafter sometimes referred to as "the Board") and **Jeremy Nishihara** (hereinafter referred to as "the Assistant Superintendent of Human Resources and Information Systems.") This Contract supersedes the Contract of Employment entered into on June 22, 2023, which covered the period from July 1, 2023 through June 30, 2026.

WITNESSETH

1. TERM.

On an annual basis, and following the annual evaluation under paragraph ten (10) hereof, provided the "Overall Assessment" contained in the Assistant Superintendent of Human Resources and Information Systems' annual evaluation states that he is performing at least at a "met expectations" level (numerical ranking of at least 3.0), the Board shall consider whether to extend the term of employment hereunder for an additional year, with the effect that the remaining term after extension shall be three (3) years.

Having received a satisfactory evaluation for the 2023-2024 school year, the Board hereby extends the term of the existing 2023-2026 Contract of Employment and employs the Assistant Superintendent of Human Resources and Information Systems for a term of three (3) years, commencing on the 1st day of July, 2024, and terminating on the 30th day of June, 2027 unless terminated earlier as provided by the terms of this Contract or as permitted or required by law. Each year of this Contract shall be from July 1 through and including the following June 30.

If the Board elects not to renew or extend the term of this Contract, this Contract shall remain in full force and effect until the expiration of this Contract pursuant to its terms. The Board shall notify the Assistant Superintendent of Human Resources and Information Systems in writing of its decision to not renew this Contract no later than January 1, 2027 (or January 1 of the final year of this Contract if the term is extended pursuant to this section 1).

The Assistant Superintendent of Human Resources and Information Systems shall notify in writing each member of the Board on or before December 1, 2026 (or December 1 of the final year of this Contract if the term is extended pursuant to this section 1) of the Board's obligation under this section 1 regarding nonrenewal of this Contract. If, upon provision of the December 1 notice by the Assistant Superintendent, the Board fails to provide the Assistant Superintendent with the January 1 notice of non-renewal as set forth in this section 1, this Contract shall automatically renew for a term of one (1) year upon the same terms and conditions.

2. COMPENSATION.

- A. **Salary.** For the year 2024-2025 the annual salary of the Assistant Superintendent of Human Resources and Information Systems shall be

\$318,800 as provided on Step 5 of the Classified Chief Business Officer and Assistant Superintendent Human Resources and Information Systems 2024-2025 Salary Schedule ("Step Increments Schedule"), payable in twelve equal installments. The full monthly pay is \$26,566.67 and the daily rate of pay is \$1455.71. For the years 2025-2026 and 2026-2027 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 Assistant Superintendent's execution of his responsibilities. The salary for the 2024-2025 and any salary increase for the 2025-2026 and 2026-2027 fiscal years will be implemented if the "Overall Assessment" contained in the Assistant Superintendent's annual evaluation states that he is performing at least at a "satisfactory level." It is agreed that the salary paid to the Assistant Superintendent of Human Resources and Information Systems 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 Assistant Superintendent of Human Resources and Information Systems 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 Assistant Superintendent of Human Resources and Information Systems' 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 amount of this step increment has already been adjusted for the 2024-2025 contract year and the increment is included within the annual salary set forth in section 2(A) above.

3. ASSISTANT SUPERINTENDENT'S DUTIES.

The Assistant Superintendent of Human Resources and Information Systems shall duly and faithfully perform his duties of employment. Said duties of employment shall be executed in accordance with the policies and position description adopted by the Board. Said position description shall be incorporated as a part of this Contract as though fully set out herein.

4. SERVICE AND VACATION.

It is agreed that the Assistant Superintendent of Human Resources and Information Systems shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Contract encompassing two hundred and nineteen (219) days of service annually, except that he shall be entitled to twenty-six (26) days annual vacation with pay, exclusive of holidays defined in sections 37220, 37221, and 37222 of the Education Code. Any accrual of vacation days hereunder shall not exceed sixty (60) days at any time. A maximum of twenty (20) days may be converted to a cash payment on annual basis at the Assistant Superintendent of Human Resources and Information Systems' request based on his per diem rate effective at that time. In the event of termination of this Contract, the Assistant Superintendent of Human Resources and Information Systems shall be entitled to compensation for earned unused vacation days up to a maximum of sixty (60) days at the per diem rate effective at that time. "Per diem" shall be defined to mean the "daily rate of pay" described in section

5. BENEFITS.

The Assistant Superintendent of Human Resources and Information Systems shall be eligible to participate, but is not required to participate, at his own expense, in the insurance plans (medical, dental and vision) made available by the Board to District employees pursuant to section 22119.2(b)(3) of the Education Code and section 125 of the Internal Revenue Code. This voluntary participation, at his own expense, shall include the right to receive the same insurance plans (medical, dental and vision) that are made available by the Board to the dependents of District employees, for the Assistant Superintendent of Human Resources and Information Systems' dependent(s) who participated in these insurance plans prior to the date of this Contract or who experience a qualifying event which makes them eligible for coverage during the term of this Contract. The Assistant Superintendent of Human Resources and Information Systems' and his dependent(s) eligibility for such medical, dental and vision benefits shall continue for five years from the effective date of retirement, at District expense, regardless of age. The Assistant Superintendent of Human Resources and Information Systems shall receive a fully-paid term life insurance program, with a benefit amount of one hundred thousand dollars (\$100,000). The proceeds of this policy are to go to the beneficiary named by the Assistant Superintendent of Human Resources and Information Systems. This policy will be solely owned and solely chosen by the Assistant Superintendent of Human Resources and Information Systems and he will name his own beneficiary or beneficiaries. The District will have no incidence of ownership or collateral assignment interest in the policy. The Assistant Superintendent of Human Resources and Information Systems must pay current income tax on the amount of the premium paid by the District. The Assistant Superintendent of Human Resources and Information Systems shall also receive a fully-paid disability insurance program having the same benefit terms and conditions applicable to other multiple-year contract employees. Should negotiations with employee groups result in any changes in benefit contributions or coverage by the District, the Superintendent and the Assistant Superintendent of Human Resources and Information Systems shall meet and review the provisions of this paragraph to determine if revisions are to be recommended to the Board.

The District shall provide the Assistant Superintendent of Human Resources and Information Systems a \$600 annual stipend for the purchase of a cellular telephone service in his name and, in addition, provide a laptop computer according to the same policy and practice that applies to other management employees. The District acknowledges that personal use of such items has been and will continue to be permitted.

If any provision of retiree health and welfare benefits are deemed to be discriminatory, invalid, void, or unenforceable, then the District shall notify the Assistant Superintendent of the matter and the Assistant Superintendent shall purchase the benefits for him and his dependent(s) eligible for such plans (medical, dental, and vision) and the District shall reimburse for the plans minus applicable taxes.

6. TRANSPORTATION ALLOWANCE.

Consistent with Education Code section 44033 and notwithstanding any contrary Board Policy or Administrative Regulation, the Assistant Superintendent is required to possess and maintain an automobile to be used for travel in the performance of his regularly assigned duties throughout the District and the County of Santa Clara, for which he will receive a flat monthly car allowance of five hundred and thirty five dollars (\$535). In addition, the District shall reimburse the Assistant Superintendent of Human Resources and Information Systems at the District-approved mileage rate in accordance with Board Policy for travel on District business beyond 50 miles outside of Santa Clara County.

7. OUTSIDE PROFESSIONAL ACTIVITIES.

By prior approval of the Superintendent, the Assistant Superintendent of Human Resources and Information Systems may undertake for consideration outside professional activities, including, but not limited to, consulting, speaking, and writing, so long as such outside professional activities do not, in the Superintendent's sole judgment, interfere with the Assistant Superintendent of Human Resources and Information Systems' performance of his duties. The Assistant Superintendent of Human Resources and Information Systems' outside professional activities shall not occur during work hours, but may be done on vacation time. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

8. PROFESSIONAL FEES.

The District shall pay the annual dues or fees for a total of two associations (state or national) to which the Assistant Superintendent of Human Resources and Information Systems belongs for purposes related to his duties as Assistant Superintendent, and one local service or community club as approved by the Superintendent.

9. IN-LIEU DAYS.

The number of working days required of the Assistant Superintendent of Human Resources and Information Systems each year hereunder (219) shall be reduced by six (6) days for evening meetings and activities, or weekend activities required of the Assistant Superintendent of Human Resources and Information Systems. All such meetings and activities shall be used by the Assistant Superintendent of Human Resources and Information Systems to reduce the number of working days only within the school year in which such meetings/activities occur. The benefits provided pursuant to this provision shall not accrue from year to year; if the Assistant Superintendent of Human Resources and Information Systems does not utilize this section of the Contract to reduce the number of working days in a particular year, the unused days shall not carry over to a subsequent year; rather a new six days allotment shall commence in such subsequent year.

10. EVALUATION.

The Assistant Superintendent of Human Resources and Information Systems' performance under this contract shall be evaluated annually by the Superintendent no later than June 30, pursuant to policies adopted by the Board.

11. NOTIFICATION OF OUTSIDE APPLICATION.

In the event the Assistant Superintendent of Human Resources and Information Systems applies for a position with another employer, he shall inform the Superintendent in writing of the fact of such application as nearly simultaneously as possible with his mailing or delivery of such application to the other employment. The Superintendent shall keep such information confidential. Failure by the Assistant Superintendent of Human Resources and Information Systems to provide the information required by this paragraph shall render the remainder of this Contract null and void.

12. SEVERABILITY.

If any provision in this Contract is held to be invalid, void, or unenforceable, the remaining

provisions shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way unless the provision determined to be invalid is a material element of this Contract.

13. APPLICABLE LAW.

This Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of Education of the District. Said laws, rules and regulations in effect as of the date of execution of this Contract, and those enacted thereafter, are hereby made a part of the terms and conditions of this Contract.

14. ENTIRE CONTRACT AND MODIFICATION.

This Contract contains the entire agreement and understanding between the parties, and supersedes all prior agreements, representations and understandings of the parties. There are no oral understandings, terms or conditions, and neither party has relied on any representation, expressed or implied, not contained in this Contract. This Contract may be changed only by mutual written agreement of the parties hereto; provided however, if the Assistant Superintendent of Human Resources and Information Systems wishes to terminate this contract, he shall give the Superintendent written notification of such intent at least 45-calendar days in advance of such termination date.

15. TERMINATION OF CONTRACT.

This Contract may be terminated pursuant to any of the six (6) different processes provided below. "Termination" does not include notice of non-reelection/non-reemployment of the Assistant Superintendent of Human Resources and Information Systems and resulting expiration of this Contract by its own terms, as provided in paragraph 1 above.

- A. Mutual Agreement: This Contract may be terminated at any time upon terms and condition mutually agreed to by the Assistant Superintendent of Human Resources and Information Systems and the Board, provided that any cash settlement shall not exceed the amount specified in paragraph (B) below.
- B. Unilateral Termination by the Board: The Board may unilaterally terminate this Contract at any time. In the event of such termination, the District shall pay to the Assistant Superintendent of Human Resources and Information Systems twelve (12) months salary or the salary due for the remainder of this Contract, whichever is less. Severance pay under the terms of this section shall not be greater than twelve (12) months salary. For purposes of this Contract, the term "salary" shall include only the Assistant Superintendent of Human Resources and Information Systems' regular monthly base salary (section 2A above) and shall not include the value of any other stipends, reimbursements or benefits received under this Contract. 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 parties agree that any damages to the Assistant Superintendent of Human Resources and Information Systems that may result from the Board's early termination of this Contract cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Assistant Superintendent of Human Resources and Information Systems 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 that the District's completion of its obligations under this provision constitutes the Assistant Superintendent of Human Resources and Information Systems' 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 section 53260, et seq.

- C. Termination for Alleged Material Breach of Contract: In the event the Board alleges that the Assistant Superintendent of Human Resources and Information Systems has committed a material breach of this Contract and seeks to terminate this Contract prior to its expiration, but not pursuant to paragraphs (A) or (B) above, it shall serve on the Assistant Superintendent of Human Resources and Information Systems a reasonably detailed statement of charges which the Board claims to constitute said material breach. Concurrently with the statement of charges, the Board shall serve on the Assistant Superintendent of Human Resources and Information Systems a notice of hearing; such hearing shall occur no sooner than 30 days following service of said notice.
- i. The hearing shall be held before the Board in closed session. The President of the Board shall preside over the hearing, unless the Board in its discretion elects to appoint another member of the Board to preside, or a non-member to serve as a hearing officer. The presiding officer shall determine how and in what fashion the hearing will proceed; he/she may seek the advice of all parties in this regard.
 - ii. The Assistant Superintendent of Human Resources and Information Systems shall have the right to be represented by counsel at the hearing, and the District shall pay the reasonable fees and costs of said counsel. The Assistant Superintendent of Human Resources and Information Systems shall have a reasonable opportunity to fully respond to all matters raised in the statement of charges, and shall have the opportunity to introduce documentary evidence in his own behalf.
 - iii. If after considering all material presented, the Board determines to terminate this Contract based on a material breach thereof, the Board shall submit a written decision to the Assistant Superintendent of Human Resources and Information Systems setting forth the reasons therefor.
- D. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Contract to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent of Human Resources and Information Systems has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Assistant Superintendent of Human Resources and Information Systems solely upon written notice to the Assistant Superintendent of Human

Resources and Information Systems and the Assistant Superintendent of Human Resources and Information Systems shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. If the Assistant Superintendent of Human Resources and Information Systems elects to contest the Board's determination in this regard, the Assistant Superintendent of Human Resources and Information Systems may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b) existing at the time of execution of this Contract.

- E. Termination for Abuse of Office. Notwithstanding any other provision of this Contract, and as mandated by Government Code section 53243 et seq., if the Assistant Superintendent of Human Resources and Information Systems is convicted of a crime constituting "abuse of office," the Assistant Superintendent of Human Resources and Information Systems shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement).
- F. Disability: Should the Assistant Superintendent be unable to serve in his position due to physical and/or mental condition, and upon expiration of the Assistant Superintendent's sick leave and disability entitlement as provided by statute or Board policies, after submission of a written evaluation by a licensed physician selected by the Board, which evaluation indicates the Assistant Superintendent's inability to carry out the duties of the position of Assistant Superintendent, this Contract may be terminated by the Board.

16. RETIREMENT.

As described in Paragraph 5 above, the Board agrees to assume 100% of the cost of any health, dental, and vision program in which the Assistant Superintendent of Human Resources and Information Systems and his dependent(s) were enrolled pursuant to this Contract during the year prior to retirement, for a period of five years following the effective date of retirement, regardless of age. If the District changes its health, dental, or vision carrier, the retired former Assistant Superintendent will also be changed to the new carrier.

17. NO LIABILITY.

The District shall have no liability for any tax and/or retirement system treatment of any amounts paid to the Assistant Superintendent of Human Resources and Information Systems under this Contract. The Assistant Superintendent of Human Resources and Information Systems agrees to hold harmless, defend and indemnify the District concerning any taxes or penalties that may result therefrom.

18. SENIOR MANAGEMENT OF THE CLASSIFIED SERVICE/LICENSES.

Assistant Superintendent of Human Resources and Information Systems shall be classified as an "employee in the senior management of the classified service" under Education Code section 35031 and Board ratification of this Agreement Contract shall constitute Board adoption of a resolution to this effect in compliance with Education Code section 45100.5. Assistant Superintendent of Human Resources and Information Systems shall obtain and maintain any licenses, credentials, certificates, permits and

approvals, of whatever nature, that are legally required to fulfill Assistant Superintendent of Human Resources and Information Systems' obligations as the Assistant Superintendent of Human Resources and Information Systems.

DATED: 6/20/24

GOVERNING BOARD OF THE SUNNYVALE SCHOOL DISTRICT

By Michelle Majut

By Eileen

By Bridget Watson

By [Signature]

By [Signature]

I hereby accept this offer of employment and agree to comply with the terms and conditions of this Contract and to fulfill all the duties of the Assistant Superintendent of Human Resources and Information Systems of the Sunnyvale School District.

Date of Acceptance: 6/20/24

[Signature]
Jeremy Nishihara, Assistant Superintendent

Attachment: Exhibit A: Step Increments Schedule

Ratified in a public meeting of the Governing Board on June 20, 2024.

Sunnyvale School District

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

STEP	1	2	3	4	5	6	7
SALARY	\$283,250	\$291,748	\$300,500	\$309,515	\$318,800	\$328,364	\$338,215

219-day work year (12 months)

Initial Placement on Salary Schedule:

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

Advancement on Salary Schedule:

After initial placement on the salary schedule, the manager shall advance one step for each year of service until the manager 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 year for the position. Progression between steps is on an annual basis, effective July 1 of each fiscal year immediately following the 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.