

**CUPERTINO UNION SCHOOL DISTRICT
SANTA CLARA COUNTY, CALIFORNIA**

CONTRACT OF EMPLOYMENT FOR DISTRICT SUPERINTENDENT

The following is a contract (“Contract” or “Agreement”) made between the Governing Board of the Cupertino Union School District, hereinafter referred to as “District” or “Board,” and Stacy Yao, hereafter referred to as “Yao” or “Superintendent,” collectively hereinafter referred to as “Parties.”

1. TERM

The Board hereby appoints Stacy Yao as the Superintendent of Cupertino Union School District for a term of three (3) years commencing July 1, 2021, and ending June 30, 2024, subject to the terms and conditions set forth below.

On or before May 15th of each year of this Contract, the Board may, with the concurrence of the Superintendent, extend the termination date so long as the remaining term of this Contract does not exceed a three (3) year term, and subject to the Superintendent receiving a satisfactory performance evaluation as determined by the Board. Any modifications, extensions or renewals of this Contract shall be approved or ratified by the Board in open session.

2. COMPENSATION

2.1 Base Salary: The annual base salary of the Superintendent shall be two hundred seventy-one thousand seven hundred and thirty-four dollars (\$271,734), which is Step A of the Superintendent’s salary schedule that is attached to this Contract as Attachment 1 (“Salary Schedule”) and incorporated herein as though set forth in full. This amount shall be divided into twelve (12) equal monthly installments and the resulting single monthly installment shall be paid each month of this Agreement.

2.2 Salary Step Increase: The Superintendent shall receive salary step increases in accordance with the Salary Schedule provided she has received an overall satisfactory final evaluation as set forth in this Contract for the year immediately preceding the year in which the step increase is to take effect.

3. BENEFITS

3.1 Health and Welfare: The Superintendent and her dependents shall be eligible for coverage by the health, life, medical, vision and dental insurance policies of the

District in effect at the time of execution of this Contract, or such policies and plans that may be implemented at a future date. The District's contribution to health and welfare benefits for the Superintendent shall be the same as its contribution for unrepresented managers. It is the Superintendent's responsibility to know and comply with the terms of the District's insurance plans.

- 3.2 Sick Leave: The Superintendent shall be entitled to sick leave consistent with management personnel. Unused sick leave shall be accumulated and shall be carried forward from year to year.
- 3.3 Term Life and Disability Insurance: The District shall reimburse the Superintendent up to three thousand dollars (\$3,000) annually for premiums paid by the Superintendent for term life insurance and income protection (disability) insurance.
- 3.4 Car Allowance: The job of the Superintendent requires extended automobile travel throughout the District. Therefore, the Superintendent shall be provided six thousand dollars (\$6,000) annually, or five hundred dollars (\$500) per month, as an automobile expense allowance for travel within the District. The Superintendent will pay any expense for repairs, fueling, insurance or operation of her own automobile. Any tax consequences for the automobile allowance will be the Superintendent's individual responsibility. This benefit may be used by the Superintendent personally. The allowance shall cover all travel within Santa Clara County. Automobile travel outside the Santa Clara County shall be reimbursed to the Superintendent at the rate per mile paid to other District employees.
- 3.5 Mobile Device Stipend: The job of the Superintendent requires considerable time outside of the District Office and outside of scheduled or normal working hours, and it is important to the District that she is accessible during those times. In addition, the position of Superintendent requires Yao to have wireless data and internet access. Therefore, the Superintendent shall be provided one hundred dollars (\$100) per month as a mobile device stipend.

4. VACATION

The Superintendent shall be required to render twelve (12) months of full and regular service to the Cupertino Union School District during the term of this Contract, except that the Superintendent shall be entitled to thirty (30) days annual vacation, with pay and accrued on a monthly basis, exclusive of Board designated District holidays which are provided to other managers in the District.

- 4.1 Accrual: Vacation shall accrue monthly at the rate of 2.5 days per month. The Superintendent may carry over up to thirty (30) days of unused accumulated vacation beyond the year in which it was earned into the second fiscal year. Vacation excess

carried over into the second fiscal year must be taken by June 30 of that year or will be paid to the Superintendent at the end of that fiscal year.

- 4.2 Payout of Unused Accumulated Vacation: In lieu of carrying over unused accumulated vacation, the Superintendent may request a payout of unused accumulated vacation provided she submits a written request to Payroll no later than the last work day in April. Payouts pursuant to section 4.2 shall occur at the end of July of that year. In the event of termination of this Contract as provided herein, the Superintendent shall be entitled to compensation for any unused accumulated vacation.

5. EXPENSES

- 5.1 The Superintendent shall be reimbursed for all reasonable expenses incurred on behalf of the District in accordance with applicable rules, regulations and policies of the Board regarding approval and documentation. The annual expense limit shall be four thousand dollars (\$4,000).
- 5.2 The Superintendent shall attend appropriate professional meetings at the community, local, state, and national level subject to approval by the Board, the expense of said attendance to be incurred by the District unless such costs are paid for or reimbursed by the sponsoring agency.
- 5.3 The Board encourages the Superintendent to maintain and improve her professional competence by all available means including subscription to appropriate periodicals and maintenance of membership in appropriate professional organizations. The cost of such subscriptions and memberships shall be at District expense, not to exceed two thousand dollars (\$2,000) annually.
- 5.4 The District may pay for other professional resources and activities as may be requested by the Superintendent, subject to Board approval.

6. FITNESS FOR DUTY

The Superintendent agrees to advise the Board as soon as possible in the event she becomes unable or unfit to perform the essential duties of the job, with or without accommodation, due to a physical or mental condition. The Superintendent shall not be obligated to divulge the specific physical or mental condition to the Board, but only whether the Superintendent is unfit for duty or unable to perform the essential functions of her job.

7. BOARD-SUPERINTENDENT RELATIONS

The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which, by law, require Board action. The administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. Individual Board members will not give direction to the Superintendent or any staff member regarding the management of the District or the solution of specific problems. It is agreed that the Board, individually and collectively, will refer promptly to the Superintendent for study and recommendation, criticism, complaints and suggestions brought to the attention of the Board or any member thereof.

The Board shall provide the Superintendent with periodic opportunities, at least twice a year, to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. As a part of this process, when it is deemed necessary by either the Board or the Superintendent, an outside advisor may be retained to facilitate this process.

The Board will hold the Superintendent accountable to manage the District consistent with the approved policies which establish what it expects the schools to accomplish. It is through Board policy and official Board action that the Board gives direction to the District.

The Superintendent will be held responsible for recommending, establishing, and implementing programs and services, and for managing the District to meet the Board's expectations as established by Board policy. The Board, by exercising its governance and policy-making role, can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

8. SUPERINTENDENT'S POWERS AND DUTIES

The Superintendent agrees to perform at the highest professional level of competence the services, duties and obligations required by this Contract, the laws of this state, and the rules, regulations, and policies of the Board. The Superintendent agrees to furnish, throughout the life of this Contract, a valid and appropriate credential to serve as a school Superintendent in the State of California.

8.1 General Duties: The Superintendent shall be the Chief Executive Officer of the District and shall have primary responsibility for the execution of Board policy and the efficient and effective management of District programs and operations. The

Superintendent shall also serve as the Secretary to the Board in accordance with Education Code section 35025, and shall exercise those powers and perform those duties set forth in Education Code section 35035, this Contract, and a job description that may be adopted and/or amended by the Board at any time.

All powers and duties which may lawfully be delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board. Such acts, which may require ratification by the Board, shall be referred to the Board at the earliest possible opportunity by the Superintendent.

8.2 Personnel Matters: The Superintendent shall have authority to organize, reorganize, and assign administrative and supervisory staff which in her judgment best serves the District, subject to the approval of the Board. The responsibility for selection of personnel shall be vested in the Superintendent and her staff, subject to approval of employment by the Board. Placement of non-administrative and non-supervisory personnel shall be vested in the Superintendent and her staff.

8.3 Administrative Functions: The administration of instruction and business affairs shall be lodged with the Superintendent and administered by her with the assistance of her staff. The duties of the Superintendent as Chief Executive Officer shall include, but not be limited, to the following:

- Review, supervise and execute all policies adopted by the Board and make appropriate policy recommendations to the Board;
- Assure that all regulations related to the evaluation of District employees are enforced;
- Advise the Board about financial and budgetary issues, including sources of funds that might be available to implement present or contemplated District programs;
- Assume responsibility for making and maintaining records and reports required by law;
- Endeavor to maintain and improve professional competence by all available means, including membership in appropriate professional associations and attendance at professional meetings, as approved by the Board;
- Establish and maintain positive community, staff and Board relations;
- Recommend to the Board District goals and objectives;
- Serve as liaison to the Board with respect to all matters of employer/employee relations and make recommendations to the Board concerning these matters;

- Perform such duties as are conferred upon, or delegated to, superintendents under the Education Code of California;
- Unless unavoidably detained, attend all regular, special, and closed session meetings of the Board.

9. INDEMNIFICATION

In accordance with the provisions of California Government Code sections 825 and 995, the District shall defend and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent while acting within the scope of employment with the District.

10. EVALUATION

The Board shall provide, during each year of this Contract, at least two (2) written evaluations and discussion of the performance of the Superintendent in her capacity as the Chief Executive Officer of the District. All such discussions and evaluations shall be private.

For purposes of formal evaluation, the Superintendent and the Board shall meet within ninety (90) days prior to September 1 of each year for the purpose of developing mutual goals and objectives for the District and specific performance objectives for the Superintendent for that school year. The Superintendent will provide an evaluation monitoring calendar which shall including a bi-annual written report to the Board on the Superintendent's performance of the objectives. The final evaluation of the Superintendent by the Board, typically on or before September 1 immediately following the school year being evaluated, shall be in writing and shall have as its primary purpose the improvement of performance. All recommendations for improvement shall be given to the Superintendent in writing, on a reasonable and timely basis, and shall provide adequate time for improvement.

11. TERMINATION OF CONTRACT

- 11.1 Mutual Consent: This Contract may be amended or terminated at any time by mutual written consent of the Parties. Either party seeking to terminate the Contract shall give ninety (90) calendar days written notice to the other party.
- 11.2 Unilateral Termination by Superintendent: Should the Superintendent choose voluntarily to seek employment elsewhere during the term of this Contract, she will provide the Board with advance notice of her intention to do so, together with her reasons. Failure by the Superintendent to comply with this provision may, within

the discretion of the Board, be deemed to be a material breach of this Contract within the meaning of section 11.5 of this Contract.

Should the Superintendent receive unsolicited offers of employment or requests to be a candidate for other employment, she shall immediately notify the Board of her intention to pursue these offers or requests prior to becoming a candidate for any position. Failure by the Superintendent to comply with this provision may, within the discretion of the Board, be deemed to be a material breach of this Contract within the meaning of section 11.5 of this Contract.

The Superintendent shall notify the Board in writing prior to submitting any application for employment elsewhere. The Superintendent shall also notify the Board in writing within two (2) work days of receiving an offer of employment elsewhere. The Board and all District employees with knowledge of these written notices shall keep this information confidential subject to the provisions of the California Public Records Act.

- 11.3 Non-renewal of Contract: The Board may elect not to renew this Contract for any reason by providing forty-five (45) calendar days written notice to the Superintendent in accordance with Education Code Section 35031. Failure to give such notification will make the Contract automatically renew for one (1) year upon the same terms and conditions. The Superintendent shall inform each member of the Board of this notice requirement no fewer than ninety (90) calendar days in advance of the expiration of this Contract. Failure by the Superintendent to comply with this provision may, within the discretion of the Board, be deemed to be a material breach of this Contract within the meaning of section 11.5 of this Contract.
- 11.4 Unilateral Termination by the Board (Without Cause): The Board may unilaterally and without cause or reason of any kind terminate this Contract and the Superintendent's status as Superintendent at any time upon sixty (60) calendar days written notice. In consideration of the District's right to terminate this Contract without cause or reason, the District shall pay to the Superintendent her then current base salary for twelve (12) months or the remaining term of such subsequent contract, whichever is less.
- 11.5 At the Board Option (Breach of Contract/For Cause): The Superintendent's status as Superintendent and all of the Superintendent's rights under this Contract may be terminated by the Board at any time for, but not limited to, breach of Contract, any ground enumerated in the Education Code, or the Superintendent's failure to perform responsibilities as set forth in this Contract or as defined by law. The Board shall not terminate this Contract pursuant to this section until a written statement of the ground for termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference in closed session with the Board at which time the Superintendent shall be given a reasonable opportunity to

address the Board's concerns. The Superintendent shall have the right to have a representative of choice, at the Superintendent's expense, at the closed session conference with the Board. The closed session conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law. Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided for in the Contract shall cease upon said action by the Board.

"Cause," as used in this Contract, includes but is not limited to the followings:

(a) Serious Misconduct: The Board may terminate this Contract in the event the Superintendent engages in serious misconduct with includes, but is not limited to, the following: (1) conviction for, indictment regarding (or procedural equivalent), or the entering of a guilty plea (or plea of nolo contendere) to, any crime with respect to which imprisonment is a possible punishment (whether or not actually imposed), which involves moral turpitude or which might, in the opinion of the Board, cause embarrassment to the District; (2) engaging in acts which are defined as moral turpitude under state or federal law and cause embarrassment to the District; (3) willful malfeasance or gross negligence in the performance of Superintendent's duties hereunder which could be materially and demonstrably injurious to the District; (4) commission of an act of fraud, embezzlement, theft or material dishonesty against the District; (5) material breach of any material term of this Contract or willful failure or refusal to perform any material obligation or duty as required by this Contract that has not been cured within thirty (30) days after written notice of such noncompliance has been given to the Superintendent by the Board; (6) persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the Board; or (7) any other cause listed in the California Education Code.

(b) Unsatisfactory Performance: The Board may also terminate this Contract based on the Superintendent's unsatisfactory performance. In such instances, the Board shall be responsible for specifically identifying the material deficiencies as part of the formal evaluation process and advising the Superintendent with specificity of what she would need to do to remediate said material deficiencies as described in Section 10. If the performance of the Superintendent continues to be materially unsatisfactory, the Board may terminate this Contract.

11.6 Disability or Death of the Superintendent: The Superintendent may be removed from the position by the Board should she be unable to serve in the position due to a physical and/or mental disability, in the opinion of the Board, and with written evaluation by a licensed physician selected by the District that indicates the inability of the Superintendent to serve further or to be able to serve in the present employment. This Contract shall terminate automatically upon the death of the Superintendent.

- 11.7 Superintendent's Resignation/Retirement: The Superintendent may elect to terminate this Contract at any time by providing the Board with forty-five (45) days written notice.

12. GENERAL PROVISIONS

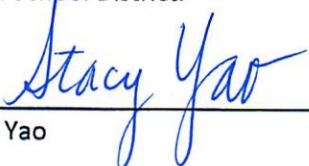
- 12.1 Governing Law and Venue: This Contract and the rights and obligations of the Parties is subject to and governed by all applicable laws and regulations of the State of California, the rules and regulations of the State Board of Education, and the lawful rules, regulations and policies of the Board, except as otherwise stated herein. Said applicable laws, rules, regulations and policies are hereby incorporated into and made a part of this Contract as though fully set forth herein. In the event of any dispute hereunder, the Parties agree that any legal action shall be instituted exclusively in a state or federal court of competent jurisdiction in Santa Clara County, California.
- 12.2 Automatic Renewals or Cash Settlements: The Contract and the rights and obligations of the Parties shall be specifically governed by and construed in accordance with Government Code section 3511.2 with regard to any automatic renewals of or cash settlements related to this Contract.
- 12.3 Reimbursement Provisions Required by Government Code: To the extent applicable to school districts, this Contract is subject to the provisions of Government Code sections 53243 through 53243.4 which require reimbursement under the circumstances stated therein. Sections 53243 through 53243.4 are incorporated herein as though set forth in full.
- 12.4 Tax/Retirement/STRS Consequences: Notwithstanding any other provision of this Contract, the District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Contract. The Superintendent shall assume sole liability for all state, federal or employment tax consequences and shall defend and indemnify the District from all such consequences to the extent permitted by law.
- 12.5 Entire Contract: The Contract 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, expressed or implied, not contained in this Contract.
- 12.6 No Assignment: The Superintendent may not assign or transfer any rights or obligations assumed under this Contract.

12.7 Modification: This Contract is the full and complete agreement between the Parties hereto and can be modified or superseded only by a written instrument executed by both Parties, or their successors in interest to this Contract, and approved by the Board in open session as required by law. Any party requesting a modification shall give thirty (30) days written notice to the other party.

12.8 Severability: All of the provisions of this Contract are severable. In the event any provisions of this Contract is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall remain in full force and effect.

13. SIGNATURES

I hereby accept this offer of Employment Contract and agree to comply with the conditions thereof, and to fulfill all the duties of employment of the Superintendent of the Cupertino Union School District.



Stacy Yao

Dated: 3-11-2021

This Agreement was ratified in open session by the Board of Education of the Cupertino Union School District at a regular meeting duly scheduled and held on March 11, 2021, at Sunnyvale, California.

IN WITNESS WHEREOF, we affix our signatures to this Contract as the full and complete understanding of the rights and obligations of the Parties hereto on the 11th day of March, 2021.

AYES: 5
ABSTAIN: 0

NOES: 0
ABSENT: 0



Jerry Liu, President

Satheesh Madhathil, Vice President

Sylvia Leong, Clerk

Phyllis Vogel, Member

Lori Cunningham, Member

Attachment 1

**SUPERINTENDENT
2018-19 SALARY SCHEDULE**

STEP	A	B	C	D	E	F
320	\$271,734	\$279,886	\$288,283	\$296,960	\$305,838	\$315,011

Initial Placement on Salary Schedule:

The Board of Education shall establish the initial placement of the Superintendent on the Salary Schedule which shall be reflected in the Superintendent's employment contract.

Advancement on Salary Schedule:

The Superintendent shall advance one step for each year of service until he/she reaches Step F on the Salary Schedule provided the Superintendent has earned an overall satisfactory evaluation as set forth in the Superintendent's employment contract. 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. On or before June 15 of each fiscal year, the President of the Board shall provide payroll with written direction as to whether the Superintendent will advance to the next step for the subsequent fiscal year.

Longevity Provision:

To reward and retain effective District leadership, the Superintendent shall receive a 3% longevity salary increase upon completing two (2) years of service at Step F provided he/she has earned an overall satisfactory evaluation for both years of service on Step F. The Superintendent shall receive a second 3% longevity stipend, for a cumulative total of 6% of Step F, upon completing four (4) years of service at Step F and provided he/she has earned an overall satisfactory evaluation for the immediate past two (2) consecutive years.

Advanced Degree Stipend:

The Superintendent shall receive an annual stipend of \$1,781 in 12 monthly installments for each Advanced Degree, up to a maximum of two (2) Advanced Degrees.

This Schedule does not reflect any negotiated increases to the salary schedules of members of the certificated bargaining unit. Pursuant to the Superintendent/s employment contract, the base salary shall be increased annually by the same percentage salary increase granted by the Board to members of the certificated management.

Date Effective: July 1, 2018

Board Adopted: June 12, 2018

HR/nm