



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

**CONTRACT OF EMPLOYMENT FOR
ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES**

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 Michael Ghelber, hereinafter referred to as "Ghelber" or "Associate Superintendent," collectively hereinafter referred to as "Parties."

This Contract supersedes, completely replaces and renders null and void the following documents:

- Contract of Employment between the Parties with a term of November 1, 2021 through June 30, 2024 and executed by the Parties on or about October 14, 2021; and
- Addendum to the Contract of Employment between the Parties with a term of July 1, 2023 through June 30, 2026 and executed by the Parties on or about June 7, 2023.

1. TERM.

The Board hereby agrees to employ Michael Ghelber as the District's Associate Superintendent, Human Resources for a term of three (3) years commencing July 1, 2024, and ending June 30, 2027, 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 Ghelber, extend the termination date so long as the remaining term of this Contract does not exceed a three (3) year term, and subject to Ghelber receiving a satisfactory performance evaluation as determined by the Superintendent. Any modifications, extensions or renewals of this Contract shall be approved or ratified by the Board in open session pursuant to section 9.7 of this Contract.

2. COMPENSATION.

2.1 Base Salary: The annual base salary of the Associate Superintendent shall be as follows:

- A. Effective July 1, 2024, \$288,007, which represents a three percent (3%) increase to the salary schedule that is attached to this Contract as Attachment 1 ("Salary

Schedule 1”) and incorporated herein as though set forth in full. This annual base salary represents the Associate Superintendent’s placement on Step F of Salary Schedule 1. This amount shall be divided into twelve (12) equal monthly installments and the resulting single monthly installment shall be paid each month during the period of July 1, 2024 and December 31, 2024.

B. Effective January 1, 2025, \$293,767, which represents a two percent (2%) increase to the salary schedule that is attached to this Contract as Attachment 2 (“Salary Schedule 2”) and incorporated herein as though set forth in full. This annual base salary represents the Associate Superintendent’s placement on Step F of Salary Schedule 2. This amount shall be divided into twelve (12) equal monthly installments and the resulting single monthly installment shall be paid each month during the period of January 1, 2025 through June 30, 2025.

2.2 Salary Step Increase: The Associate Superintendent shall receive salary step increases in accordance with the Salary Schedule provided he 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 Benefits: The Associate Superintendent and his 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 Associate Superintendent shall be the same as its contribution for unrepresented managers. It is the Associate Superintendent’s responsibility to know and comply with the terms of the District’s insurance plans.

3.2 Sick Leave: The Associate 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 Associate Superintendent up to three thousand dollars (\$3,000) annually for premiums paid by the Associate Superintendent for term life insurance and income protection (disability) insurance.

3.4 Car Allowance: The job of the Associate Superintendent requires extended automobile travel throughout the District. Therefore, the Associate 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

Associate Superintendent will pay any expense for repairs, fueling, insurance or operation of his own automobile. Any tax consequences for the automobile allowance will be the Associate Superintendent's individual responsibility. This benefit may be used by the Associate Superintendent personally. The allowance shall cover all travel within Santa Clara County. Automobile travel outside Santa Clara County shall be reimbursed to the Associate Superintendent at the rate per mile paid to other District employees.

- 3.5 Mobile Device Stipend: The job of the Associate 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 he is accessible during those times. In addition, the position of Associate Superintendent requires access to wireless data and internet. Therefore, the Associate Superintendent shall be provided one hundred dollars (\$100) per month as a mobile device stipend.

4. VACATION.

The Associate Superintendent shall be required to render twelve (12) months of full and regular service to the District during the term of this Contract, except that the Associate 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 Scheduling Vacation: Vacation leave must be approved by, and coordinated in advance with, the Superintendent to ensure that the absence does not conflict with the needs of the District.
- 4.2 Accrual: Vacation shall accrue monthly at the rate of 2.5 days per month. The Associate 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 Associate Superintendent at the end of that fiscal year.
- 4.3 Payout of Unused Accumulated Vacation: In lieu of carrying over unused accumulated vacation, the Associate Superintendent may request a payout of unused accumulated vacation provided he submits a written request to Payroll no later than the last workday in April. Payouts pursuant to section 4.3 shall occur at the end of July of that year. In the event of termination of this Contract as provided herein, the Associate Superintendent shall be entitled to compensation for any unused accumulated vacation.

5. EXPENSES.

- 5.1 Subject to the approval of the Superintendent, the Associate Superintendent shall attend appropriate professional meetings at the community, local, state, and national level, the expense of said attendance to be incurred by the District unless such costs are paid for or reimbursed by the sponsoring agency.
- 5.2 The Board encourages the Associate Superintendent to maintain and improve his 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, subject to prior approval of the Superintendent, and not to exceed two thousand dollars (\$2,000) annually.

6. ASSOCIATE SUPERINTENDENT'S DUTIES.

The Associate Superintendent shall perform the basic functions and responsibilities as set forth in the job description for the Associate Superintendent. Such job description, including any amendments thereto during the term of this Contract, is hereby incorporated into and made a part of this Contract as though fully set forth herein.

7. EVALUATION.

The Superintendent shall provide annually a written evaluation and discussion of the performance of the Associate Superintendent. All such discussions and evaluations shall be confidential unless otherwise requested by the Associate Superintendent. The purpose of the evaluation is to recognize exemplary skills and accomplishments and to identify areas of needed improvement. The final annual evaluation of the Associate Superintendent by the Superintendent shall be in writing and based upon the job standards set forth in the job description and/or other performance measures as may from time to time be established by the Superintendent. The final annual evaluation shall clearly indicate whether the overall evaluation is satisfactory or unsatisfactory. As a result of the performance evaluation, the Superintendent may identify in writing those performance areas needing improvement. The Associate Superintendent shall be provided a reasonable and adequate period of time for improvement.

8. TERMINATION OF CONTRACT.

- 8.1 Mutual Consent: This Contract may be terminated at any time by mutual consent of the Board and the Associate Superintendent. Either Party seeking to terminate the Contract shall give ninety (90) days written notice to the other. The Board and the

Associate Superintendent may also agree to terminate this Contract by mutual agreement at any time.

- 8.2 Non-renewal of Contract: The Board may elect not to renew this Contract for any reason by providing forth-five (45) days written notice to the Associate Superintendent prior to the expiration of this Contract in accordance with the provisions of Education Code section 35031. The Associate Superintendent shall inform each member of the Board of this notice requirement no less than ninety (90) days in advance of expiration of this Contract. In the event that the Board fails to notify the Associate Superintendent that it is electing not to renew this Contract and the Contract is therefore automatically renewed by operation of law pursuant to Education Code section 35031, the Associate Superintendent's salary shall not increase in subsequent years notwithstanding section 2 of this Contract.
- 8.3 Without Cause: The Board may elect to terminate this Contract, without cause, upon thirty (30) days written notice to the Associate Superintendent. Prior to exercising this option, the Board shall provide the Associate Superintendent with an opportunity to meet with the Board to discuss its intentions. However, no cause need be alleged or demonstrated by the Board. No formal or informal evaluation shall be required as a condition of exercising this provision. In the event the Board exercises this option, the Associate Superintendent agrees to relinquish any claims which he may have against the District, its officers, agents, and employees, arising from the terms of this Contract, in return for the payment specified in this paragraph, to the extent permitted under law.

In acknowledgement of the difficulty or impossibility of calculating possible damages to the Associate Superintendent as a result of such termination, the Parties agree that in the event of termination as provided for in section 8.3 of this Contract, and regardless of the term of this Contract, the cash settlement amount of liquidated damages shall be an amount equal to the monthly salary of the Associate Superintendent multiplied by the number of months remaining on his Contract, but not to exceed twelve (12) months, except as otherwise required by law. In addition, in the event of such termination, the District will maintain in effect the usual health and welfare fringe benefits normally provided to active managers of the District for a period of time equal to the number of months remaining on his Contract, but not to exceed twelve (12) months, and, in any event, only until the Associate Superintendent finds other full-time employment, whichever occurs first. Notwithstanding this paragraph, the Associate Superintendent shall retain any rights he has to continue health and welfare fringe benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) or any other applicable federal or state law. The cash settlement liquidated damages specified above will be paid by District to the Associate Superintendent within thirty (30) days from the effective date of termination of the Associate Superintendent.

- 8.4 With Cause: The Board may elect to terminate the Associate Superintendent's employment upon thirty (30) days written notice to the Associate Superintendent for cause. The Board shall not terminate this Contract for cause until a written statement of the grounds for termination has first been served upon the Associate Superintendent. The Associate Superintendent shall then be entitled to a conference with the Board at which time he shall be given a reasonable opportunity to address the Board's concerns. The Associate Superintendent shall have the right to have a representative of his choice at the conference with the Board. The conference with the Board shall be the Associate Superintendent's exclusive remedy to respond to and be heard on any charges and/or grounds for termination. 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 following:

- (a) Serious Misconduct: The Board may terminate this Contract in the event the Associate Superintendent engages in serious misconduct which 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 Associate 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 Associate Superintendent by the Superintendent; (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 Associate Superintendent's unsatisfactory performance. In such instances, the Superintendent shall be responsible for specifically identifying the material deficiencies as part of the formal evaluation process and advising the Associate Superintendent with specificity of what he would need to do to remediate said material deficiencies as described in Section 8. If the performance of the Associate Superintendent continues to be materially unsatisfactory, the Board may terminate this Contract.

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

9. GENERAL PROVISIONS.


- 9.1 Application for Other Employment: If the Associate Superintendent is a finalist for consideration for any other employment position, he shall promptly notify the Superintendent of such.
- 9.2 Governing Law and Venue: This Contract is subject to all applicable laws and regulations of the State of California, to the rules and regulations of the State Board of Education, and to the rules, regulations and policies of the District, except as otherwise stated herein. Said applicable laws, rules, regulations and policies are hereby made part of the terms and conditions 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.
- 9.3 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.
- 9.4 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 Associate 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.
- 9.5 Entire Agreement: 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.
- 9.6 No Assignment: The Associate Superintendent may not assign or transfer any rights or obligations assumed under this Contract.
- 9.7 Modification: This Contract cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the Parties and approved by the Board of Education in open session as required by law. Any

party requesting a modification shall give thirty (30) days written notice to the other party.

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

By: CUPERTINO UNION SCHOOL DISTRICT

Dated: 10-10-24


Stacy Yao, Superintendent

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


Michael Ghelber

Dated: 10/14/2024

This Contract 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 October 10, 2024 at San Jose, California.


IN WITNESS THEREOF, we, members and officers of the Cupertino Union School District Board of Education, do hereunto set our hands this 10th day of October, 2024.

AYES: 5
ABSTAIN: 0

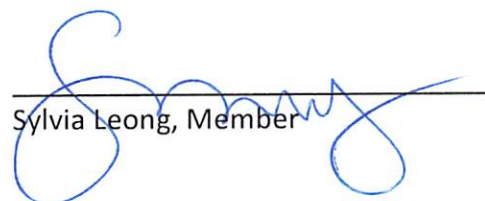
NOES: 0
ABSENT: 0


Phyllis Vogel, President


Jerry Liu, Vice President


Ava Chiao, Clerk


Satheesh Madhathil, Member


Sylvia Leong, Member

Attachment 1

**CERTIFICATED/CLASSIFIED
DEPUTY SUPERINTENDENT,
ASSOCIATE SUPERINTENDENT, CHIEF BUSINESS OFFICER, CHIEF TECHNOLOGY OFFICER
2024-25 SALARY SCHEDULE
(July 1, 2024 – December 31, 2024)**

STEP	A	B	C	D	E	F
319	\$263,566	\$271,475	\$279,617	\$288,006	\$296,646	\$305,545
305	\$248,437	\$255,890	\$263,566	\$271,475	\$279,617	\$288,007

225-day work year

Initial Placement on Salary Schedule:

The Superintendent shall recommend the initial placement of the Deputy Superintendent, Associate Superintendent, Chief Business Office, and Chief Technology Officer ("manager") on Step A through F 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, training and salary in their immediate previous position.

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 F on the Salary Schedule provided the manager has earned an overall satisfactory performance evaluation by the Superintendent. A year of service is defined as service for at least 75% of the workdays 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. On or before June 15 of each fiscal year, the Superintendent shall notify Payroll whether the manager will advance to the next step for the subsequent fiscal year.

Longevity Provision:

To reward and retain effective managers, managers 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. Managers 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:

Managers who hold one or more Advanced Degrees shall receive an annual stipend of \$2,247 in 12 monthly installments for each Advanced Degree, up to a maximum of two (2) Advanced Degrees.

Date Effective: July 1, 2024

Board Adopted: August 22, 2024

HR/ck

Attachment 2

**CERTIFICATED/CLASSIFIED
DEPUTY SUPERINTENDENT,
ASSOCIATE SUPERINTENDENT, CHIEF BUSINESS OFFICER, CHIEF TECHNOLOGY OFFICER
2024-25 SALARY SCHEDULE
(January 1, 2025 – June 30, 2025)**

STEP	A	B	C	D	E	F
319	\$268,837	\$276,905	\$285,209	\$293,766	\$302,579	\$311,656
305	\$253,406	\$261,008	\$268,837	\$276,905	\$285,209	\$293,767

225-day work year

Initial Placement on Salary Schedule:

The Superintendent shall recommend the initial placement of the Deputy Superintendent, Associate Superintendent, Chief Business Office, and Chief Technology Officer ("manager") on Step A through F 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, training and salary in their immediate previous position.

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 F on the Salary Schedule provided the manager has earned an overall satisfactory performance evaluation by the Superintendent. A year of service is defined as service for at least 75% of the workdays 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. On or before June 15 of each fiscal year, the Superintendent shall notify Payroll whether the manager will advance to the next step for the subsequent fiscal year.

Longevity Provision:

To reward and retain effective managers, managers 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. Managers 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:

Managers who hold one or more Advanced Degrees shall receive an annual stipend of \$2,292 in 12 monthly installments for each Advanced Degree, up to a maximum of two (2) Advanced Degrees.

Date Effective: January 1, 2025

Board Adopted: August 22, 2024

HR/ck