CUPERTINO UNION SCHOOL DISTRICT
SANTA CLARA COUNTY, CALIFORNIA

CONTRACT OF EMPLOYMENT FOR CHIEF OPERATIONS OFFICER

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 Nicole Meschi, hereafter referred to as "Meschi", "Chief Operations Officer" or "COO," collectively hereinafter referred to as "Parties."

1. TERM.

The Board hereby agrees to employ Nicole Meschi as the District's Chief Operations Officer for a term of three (3) years commencing July 1, 2026, and ending June 30, 2029, 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 Meschi, extend the termination date so long as the remaining term of this Contract does not exceed a three (3) year term, and subject to Meschi 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: For the first year of this Contract (2026-2027), the COO shall be placed on Step C of the Salary Schedule which is attached to this Contract as Attachment 1 ("Salary Schedule") and incorporated herein as though set forth in full. The COO's salary shall be payable in twelve (12) equal monthly payments each year and subject to all applicable withholdings in accordance with state and federal law.

2.2 Salary Step Increase: The COO 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 Benefits: The Chief Operations Officer 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 COO shall be the same as its contribution for

unrepresented managers. It is the COO's responsibility to know and comply with the terms of the District's insurance plans.

3.2 Sick Leave: The COO shall be entitled to twelve (12) days of leave of absence for illness or injury during the school year. Such days shall be cumulative and carried forward to the succeeding year.

3.3 Term Life and Disability Insurance: The District shall reimburse the COO up to three thousand dollars ($3,000) annually for premiums paid by the COO for term life insurance and income protection (disability) insurance.

3.4 Car Allowance: The job of the COO requires extended automobile travel throughout the District. Therefore, the COO 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 COO will pay any expense for repairs, fueling, insurance or operation of her own automobile. Any tax consequences for the automobile allowance will be the COO's individual responsibility. This benefit may be used by the COO personally. The allowance shall cover all travel within Santa Clara County. Automobile travel outside Santa Clara County shall be reimbursed to the COO at the rate per mile paid to other District employees.

3.5 Mobile Device Stipend: The job of the COO 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 COO requires access to wireless data and internet. Therefore, the COO shall be provided one hundred dollars ($100) per month as a mobile device stipend.

4. **VACATION**.

The Chief Operations Officer 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 COO shall be entitled to twenty-five (25) 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 2.08 days per month. The COO 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 COO at the end of that fiscal year.

4.3 Payout of Unused Accumulated Vacation: In lieu of carrying over unused accumulated vacation, the COO may request a payout of unused accumulated vacation provided she 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 COO shall be entitled to compensation for any unused accumulated vacation.

5. EXPENSES.

5.1 Subject to the approval of the Superintendent, the Chief Operations Officer 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 COO 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, subject to prior approval of the Superintendent, and not to exceed two thousand dollars ($2,000) annually.

6. CHIEF OPERATIONS OFFICER'S DUTIES.

The Chief Operations Officer shall perform the basic functions and responsibilities as set forth in the job description for the COO. 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 Chief Operations Officer. All such discussions and evaluations shall be confidential unless otherwise requested by the COO. 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 COO 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 COO 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 Chief Operations Officer. Either Party seeking to terminate the Contract shall give ninety (90) days written notice to the other. The Board and the COO 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 forty-five (45) days written notice to the COO prior to the expiration of this Contract in accordance with the provisions of Education Code section 35031. The COO 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 COO 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 COO'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 COO. Prior to exercising this option, the Board shall provide the COO 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 COO agrees to relinquish any claims which she 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 COO 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 COO multiplied by the number of months remaining on her 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 her Contract, but not to exceed twelve (12) months, and, in any event, only until the COO finds other full-time employment, whichever occurs first. Notwithstanding this paragraph, the COO shall retain any rights she 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 COO within thirty (30) days from the effective date of termination of the COO.

8.4 With Cause: The Board may elect to terminate the COO's employment upon thirty (30) days written notice to the COO 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 COO. The COO shall then be entitled to a conference with the Board at which time she shall be given a reasonable opportunity to address the Board's concerns. The COO shall have the right to have a representative of her choice at the conference with the Board. The conference with the Board shall be the COO'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 COO 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 COO'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 COO 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 COO'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 COO with specificity of what she would need to do to remediate said material deficiencies as described in Section 8. If the performance of the COO continues to be materially unsatisfactory, the Board may terminate this Contract.

8.5 Chief Operations Officer's Resignation/Retirement: The COO 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 Chief Operations Officer is a finalist for consideration for any other employment position, she 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 COO 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 COO 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 DISTIRCT

Stacy Yao

Stacy Yao, Superintendent

Dated: 4-23-26

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 Chief Operations Officer of the Cupertino Union School District.

Nicole Meschi

Nicole Meschi

Dated: 4-23-26

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 April 23, 2026 at Cupertino, California.

IN WITNESS THEREOF, we, members and officers of the Cupertino Union School District Board of Education, do hereunto set our hands this 23rd day of April, 2026.

AYES: 4
NOES: 1
ABSTAIN: Ø
ABSENT: Ø

Satheesh Madhathil, President

Ava Chiao, Vice President

Sylvia Leong, Clerk

Long Jiao, Member

Jerry Liu, Member

Attachment 1

CERTIFICATED/CLASSIFIED
CHIEF OPERATIONS OFFICER
2026-27 SALARY SCHEDULE

STEP	A	B	C	D	E	F
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 Chief Operations 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 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 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. 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.

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: July 1, 2026
Board Adopted: August 22, 2024
Updated: April 23, 2026

HR/ck