

SUNNYVALE SCHOOL DISTRICT
Santa Clara County, California

**CONTRACT OF EMPLOYMENT FOR
CHIEF BUSINESS OFFICER**

This Contract of Employment ("Contract") is between the Governing Board of the Sunnyvale School District ("the District" or "the Board"), and Santhasundari Rajiv, Chief Business Officer ("CBO").

1. TERM. The term of this Contract is from June 15, 2026 through June 30, 2028.

- A. On an annual basis, and following the annual evaluation under paragraph ten (10) hereof, provided the "Overall Assessment" contained in the CBO's annual evaluation states that she 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 period of time, with the effect that the total term of the contract after extension shall not exceed three (3) years.
- B. The Board may elect not to renew this Contract for any reason by providing forth-five (45) days written notice to the CBO prior to the expiration of this Contract in accordance with the provisions of Education Code Section 35031. The CBO 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 CBO 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 CBO's salary shall not increase in subsequent years notwithstanding Section 2 of this Contract.

2. COMPENSATION.

- A. Salary. For the year 2026-2027 the annual salary of the CBO shall be \$309,505.00 payable in twelve equal installments. The full monthly pay is \$25,792.08, and the daily rate of pay is \$1,413.26. The salary for each of the subsequent years of this Contract will be based upon the yearly evaluation of the CBO by the Superintendent. It is agreed that the salary paid to the CBO 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 CBO will be placed on Step 4 of the applicable step increments schedule. She shall advance one step increment each year of this Contract (on July 1) to begin July 1, 2027.
- C. 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 2026-2027 contract year and the increment is included within the annual salary set forth in Section 2(A).

3. CHIEF BUSINESS OFFICER'S DUTIES. The CBO shall duly and faithfully perform her 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 CBO shall be required to render twelve (12) months of full and regular service to the District during each annual period (July 1 – June 30) covered by this Contract encompassing two hundred and nineteen (219) days of service annually, except that she 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 thirty (30) days at any time. A maximum of ten (10) days may be converted to a cash payment on an annual basis at the CBO's request based on her per diem rate effective at that time. In the event of termination of this Contract, the CBO shall be entitled to compensation for unused vacation days up to a maximum of thirty (30) 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 2.A. above.

5. BENEFITS. The CBO shall be eligible to participate in the insurance plans (medical, dental and vision) on the same terms offered to certificated management employees on non-multi-year employment agreements (other than the Superintendent).

The CBO 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 CBO. This policy will be solely owned and solely chosen by the CBO and she will name her own beneficiary or beneficiaries. The CBO must pay current income tax on the amount of the premium paid by the District.

The CBO shall also receive a fully-paid disability insurance program having the same benefit terms and conditions applicable to certificated management employees (other than the Superintendent). Should negotiations with employee groups result in any changes in benefit contributions or coverage by the District, the Superintendent and the CBO shall meet and review the provisions of this paragraph 5 to be recommended to the Board.

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

The District shall provide the CBO a \$600 annual stipend for the purchase of a cellular telephone service in her 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.

6. TRANSPORTATION ALLOWANCE. Consistent with Education Code Section 44033 and notwithstanding any contrary Board Policy or Administrative Regulation, the CBO is required to possess and maintain an automobile to be used for travel in the performance of her regularly assigned duties throughout the District and the County of Santa Clara, for which she will receive a flat monthly car allowance of five hundred and thirty five dollars (\$535). In addition, the District shall reimburse the CBO 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 CBO 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 CBO's performance of her duties. The CBO's 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 CBO belongs for purposes related to her duties as CBO, and one local service or community club as approved by the Superintendent.

9. IN-LIEU DAYS. The number of working days required of the CBO each year hereunder (219) shall be reduced by six (6) days for evening meetings and activities, or weekend activities required of the CBO. All such meetings and activities shall be used by the CBO 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 CBO 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 CBO's 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 CBO applies for a position with another employer, she shall inform the Superintendent in writing of the fact of such application as nearly simultaneously as possible with her mailing or delivery of such application to the other employment. The Superintendent shall keep such information confidential. Failure by the CBO 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 CBO wishes to terminate this contract, she shall provide 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 CBO 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 conditions mutually agreed to by the CBO 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 CBO 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 CBO's 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 CBO 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 CBO 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 CBO's 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 CBO 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 CBO 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 CBO a notice of hearing; such hearing shall occur no sooner than 30 days following service of said notice.

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.

The CBO 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 CBO 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 on her own behalf.

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 CBO setting forth the reasons therefore.

- 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 CBO has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the CBO solely upon written notice to the CBO and the CBO 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 CBO elects to contest the Board's determination in this regard, the CBO 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 CBO is convicted of a crime constituting "abuse of office," the CBO 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 CBO be unable to serve in her position due to physical and/or mental condition, and upon expiration of the CBO'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 CBO's inability to carry out the duties of the position of CBO, this Contract may be terminated by the Board.

16. NO LIABILITY. The District shall have no liability for any tax and/or retirement system treatment of any amounts paid to the CBO under this Contract. The CBO agrees to hold harmless, defend and indemnify the District concerning any taxes or penalties that may result therefrom.

17. RETIREMENT. As described in Section 5 above, upon serving five complete years of service to the District as CBO, the Board agrees to assume 100% of the cost of any health, dental, and vision program in which the CBO and her 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 CBO will also be changed to the new carrier.

18. SENIOR MANAGEMENT OF THE CLASSIFIED SERVICE/LICENSES. CBO shall be classified as an "employee in the senior management of the classified service" under Education Code Section 35031 and Board ratification of this Contract shall constitute Board adoption of a resolution to this effect in compliance with Education Code Section 45100.5. CBO shall obtain and maintain any licenses, credentials, certificates, permits and approvals, of whatever nature, that are legally required to fulfill CBO's obligations as the CBO.

DATED: JUNE 4, 2026

GOVERNING BOARD OF THE SUNNYVALE
SCHOOL DISTRICT

By [Signature]
By [Signature]
By Bridget Watson
By Michelle Magitt
By _____

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 Chief Business Officer of the Sunnyvale School District.

Date of Acceptance:

[Signature]
06/04/2026, Chief Business Officer

Attachment: Exhibit A: Step Increment Schedule

Ratified in a public meeting of the Governing Board on this 4th day of JUNE, 2026.

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.