

**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.") This Contract supersedes and replaces the July 1, 2023 through June 30, 2026 Contract of Employment, and any amendments thereto.

**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's 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.

The Board hereby employs the Assistant Superintendent for a term of two (2) years, commencing on the 1st day of July, 2026, and terminating on the 30<sup>th</sup> day of June, 2028 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.

The Board may elect not to renew this Contract for any reason by providing forty-five (45) days written notice to the Assistant Superintendent prior to the expiration of this Contract in accordance with the provisions of Education Code section 35031. The Assistant 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 Assistant Superintendent of HR and IS that it is electing not to renew this Contract and the Contract is therefore automatically renewed for a term of one (1) year upon the same terms and conditions. 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.

**2. COMPENSATION.**

- A. **Salary.** For the year 2026-2027 the annual salary of the Assistant Superintendent shall be \$318,800 as provided on Step 5 of the applicable Salary Schedule ("Step Increments Schedule") attached as Exhibit A and which is incorporated herein by this reference), payable in twelve equal installments. The full monthly pay is \$26,566.67 and the daily rate of pay is \$1455.71. For the year 2027-2028, any salary increase shall be determined by the Board, subject to the "Overall Assessment" evaluation (requiring and stating that he is performing at least at a "satisfactory level"). Said evaluation shall be conducted in advance of the second year of this Contract as specified in this Contract. It is agreed that the salary paid to the Assistant Superintendent for the subsequent year 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 shall advance one step increment the subsequent year (July 1). The one step increment shall be a percentage increase, based on the Assistant Superintendent's salary during the prior Contract year, as indicated on Exhibit A. 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) above.

### **3. ASSISTANT SUPERINTENDENT'S DUTIES.**

The Assistant Superintendent 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 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 forty-five (45) days at any time. Effective December 31, 2026, a maximum of ten (10) days may be converted to a cash payment on annual basis at the Assistant Superintendent's request based on his per diem rate effective at that time. In the event of termination of this Contract, the Assistant Superintendent shall be entitled to compensation for earned unused vacation days up to a maximum of forty-five (45) 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. As of June 30, 2028, the Assistant Superintendent shall be entitled to compensation for earned unused vacation days up to a maximum of thirty (30) days at the per diem rate effective at that time.

### **5. BENEFITS.**

The Assistant Superintendent shall be eligible to participate in the insurance plans (medical, dental and vision) on the same terms offered to certificated management employees (other than the Superintendent).

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

The Assistant Superintendent 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 shall meet and review the provisions of this paragraph to determine if revisions are 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 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.

The District shall provide the Assistant Superintendent 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.

#### **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 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 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's performance of his duties. The Assistant Superintendent'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 Assistant Superintendent 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 each year hereunder (219) shall be reduced by six (6) days for evening meetings and activities, or weekend activities required of the Assistant Superintendent. All such meetings and activities shall be used by the Assistant Superintendent 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 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'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 Assistant Superintendent 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 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 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-re-election/non-reemployment of the Assistant Superintendent 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 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 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'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 Assistant Superintendent 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 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'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 Assistant Superintendent 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 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 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 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 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 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 has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Assistant Superintendent solely upon written notice to the Assistant Superintendent and the Assistant Superintendent 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 elects to contest the Board's determination in this regard, the Assistant Superintendent 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 is convicted of a crime constituting "abuse of office," the Assistant Superintendent 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 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 under this Contract. The Assistant Superintendent 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 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 shall obtain and maintain any licenses, credentials, certificates, permits and approvals, of whatever nature, that are legally required to fulfill Assistant Superintendent's obligations as the Assistant Superintendent.

DATED: August 13, 2026

GOVERNING BOARD OF SUNNYVALE SCHOOL  
DISTRICT

By [Signature]

By [Signature]

By [Signature] Watson

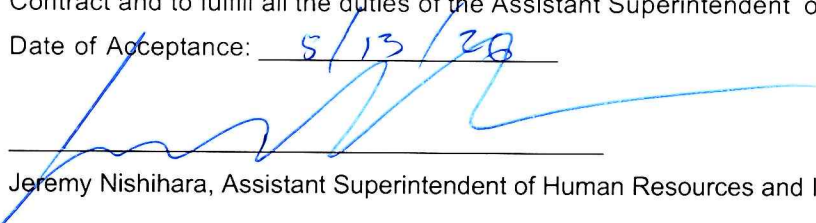
By [Signature] Michael Magat

By [Signature]

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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 the Sunnyvale School District.

Date of Acceptance: 5/13/20



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Jeremy Nishihara, Assistant Superintendent of Human Resources and Information Systems

Attachment: Exhibit A: Step Increments Schedule

Ratified in a public meeting of the Governing Board on August 13, 2026.

## Sunnyvale School District

### CERTIFICATED AND CLASSIFIED ASSISTANT SUPERINTENDENT AND CHIEF BUSINESS OFFICER

#### 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 Assistant Superintendent of Teaching and Learning, the Assistant Superintendent of Human Resources and Information Systems, and the Chief Business Officer ("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.