

Campbell Union School District
155 North Third Street
Campbell, California

AGREEMENT FOR SERVICES
ASSOCIATE SUPERINTENDENT – HUMAN RESOURCES

This agreement is entered into as of this ~~August 20, 2015~~ September 15, 2016, between Campbell Union School District, (“District”) and Shelly Viramontez, (“Associate Superintendent”).

1. TERM OF CONTRACT

1.1 The term of this Agreement shall be for a period of three (3) years commencing July 1, ~~2015- 2016~~ and ending on June 30, ~~2018~~ 2019.

1.2 Following each annual evaluation of the Associate Superintendent’s job performance, if the Superintendent determines the performance is satisfactory, a new three-year agreement may take effect on the succeeding July 1.

2. DUTIES AND RESPONSIBILITIES

The Associate Superintendent agrees to perform the duties of Associate Superintendent as prescribed by the laws of the State of California and policies of the Governing Board, and 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 Governing Board.

3. ASSOCIATE SUPERINTENDENT’S PERFORMANCE OBJECTIVES

On or prior to October 15 of each school year, the Superintendent and Associate Superintendent will meet to establish performance objectives for the next succeeding year. These objectives shall be reduced to writing and shall be among the criteria by which the Associate Superintendent is evaluated by the Superintendent. Following the completion of Associate Superintendent’s evaluation each year, the Associate Superintendent and the Superintendent shall meet to establish goals and performance objectives for the next succeeding year in the same manner.

4. EVALUATION

4.1 The Superintendent shall evaluate the Associate Superintendent’s performance at least once each year during the term of this Agreement and more frequently at the Superintendent’s discretion. The annual written evaluation should be completed before September 30 of each year.

4.2 Any evaluation shall be based upon, but not limited to:

4.2.1 The duties and responsibilities of the Associate Superintendent as described in this Agreement and provided by state law, Board policies, procedures, and direction;

- 4.2.2 The Associate Superintendent's goals and performance objectives for the year in question;
- 4.2.3 The working relationships between the Associate Superintendent and the Superintendent; and
- 4.2.4 The improvement of student achievement as measured by state tests and other multiple measures.

5. SALARY

5.1 Base Salary: For the period beginning July 1, ~~2015~~ 2016, and ending June 30, ~~2016~~ 2017, the Associate Superintendent's annual base salary shall be ~~two hundred forty one thousand five hundred eighty eight dollars (\$241,588.00)~~ two hundred fifty-one thousand two hundred fifty-two dollars (\$251,252.00).

5.2 Installments: The Associate Superintendent's annual salary shall be payable, in twelve (12) equal monthly installments on the last working day of each month for that month's service, during the term of this agreement.

5.3 Merit Increases: Based on merit, job performance, comparability with other school Associate Superintendents' salaries in Santa Clara County and any other criteria determined by the Superintendent, the Superintendent may recommend to the Governing Board additional increases for any and/or all years of this Agreement. Merit increases, if any, shall be determined by the Superintendent no later than November 30 of each year and shall be effective on July 1 of the same fiscal year. The Superintendent shall determine annually whether any merit increase shall be added to and shall increase the base salary for the succeeding year of this Agreement. Specific Board action is required to approve any salary increase.

5.4 Per Diem: The per diem rate shall be calculated in accordance with current District practice.

OTHER SALARY ENHANCEMENTS

6. HEALTH AND WELFARE, AND INSURANCE BENEFITS

The Associate Superintendent shall be permitted to purchase the health and welfare benefits accorded to other certificated management employees of the District, including any retirement benefits. In addition, the District shall provide the Associate Superintendent with the district offered cancer and disability insurance along with term life insurance coverage in the amount of \$200,000 during the tenure of this agreement.

If the Associate Superintendent retires from District employment with at least five (5) years of service in a Council level position, the Associate Superintendent will be entitled to five (5) years of the same level of retiree medical, dental, and vision health plan benefits, provided under District policy in effect on the effective date of the Associate Superintendent's retirement for certificated management employees who retire with at least ten years of District service. At the conclusion of each additional year of service in a Council level position, she will be entitled to one (1) additional year of benefits, up to a maximum of ten (10) years. At the conclusion of the period of District-provided retiree benefits contributions, subject to the requirements of the

insurance carriers, the Associate Superintendent may elect to continue coverage at her own expense. In the event of the death of the Associate Superintendent, the Associate Superintendent's spouse may continue coverage under the district paid regular health and welfare plan and continue under the retiree benefit plan after the district provided coverage ends by paying the monthly insurance premiums, subject to the requirements of the insurance carriers. The Associate Superintendent's entitlement to retirement benefits under this paragraph is subject to all terms and conditions applicable to other management employees, except the years of District service requirement.

7. PROFESSIONAL INCENTIVE:

The Superintendent acknowledges that the Associate Superintendent holds an earned Master's Degree and an earned Doctorate Degree.

7.1 Master's Stipend: In addition to her regular base salary, the Associate Superintendent shall be paid a stipend of two thousand five hundred dollars (\$2,500) annually for possessing an earned Master's Degree.

7.2 Doctorate Stipend: In addition to her regular base salary, the Associate Superintendent shall be paid a stipend of three thousand dollars (\$3,000) annually for possessing an earned Doctorate Degree.

8. CAREER INCREMENT

Subject to Superintendent recommendation and Board approval for each year of the Agreement, the District shall pay the Associate Superintendent the career increment for which she qualifies.

Starting with year 2009-2010, the career increment shall be two percent (2%) of her base salary.

Starting with the year 2010-2011, the career increment shall be three percent (3%) of her base salary.

Starting with the year 2015-16 and continuing each year of the contract, the career increment shall be 4% her base salary.

Each career increment for which the Associate Superintendent qualifies shall be added to and shall increase the annual base salary for the succeeding fiscal year.

9. MEDICAL EXAMINATION

The Associate Superintendent shall have an annual comprehensive physical examination by a licensed physician. Following each examination, the Associate Superintendent shall file with the Superintendent a statement signed by the physician certifying to the physical competency of the Associate Superintendent. The physician's statement shall be treated as confidential information by the Superintendent and Governing Board. The district shall pay all the expenses of the examination not covered by medical insurance up to a maximum of \$250.00.

10. WORK YEAR/VACATION

10.1 The Associate Superintendent shall render twelve (12) months of full and regular services to the District during each annual period covered by the Agreement, except that she shall be entitled to twenty-four (24) working days annual vacation with pay, and in addition, legal and Board declared District holidays, as described in the adopted District calendar.

10.2 A minimum of eighteen (18) vacation days must be taken during the year they are earned, except by special written agreement between the Associate Superintendent and the Superintendent. The Associate Superintendent may accumulate unused vacation days to a maximum accrual of twenty (20) days.

10.3 If this Agreement is terminated or the Associate Superintendent retires, the Associate Superintendent shall be entitled to full compensation for unused vacation up to the maximum accrual of twenty (20) days. In no case will more than twenty (20) days of paid vacation be accrued or paid at the expiration or termination of this Agreement or the Associate Superintendent's retirement.

10.4 The Associate Superintendent shall request up to five (5) days prior to use of the Superintendent to use vacation days. Vacation days can be taken only with prior Superintendent's approval. The Associate Superintendent shall follow District procedures and use District forms for requesting and reporting vacation use to the Board and to the District personnel department.

11. SICK LEAVE

11.1 The Associate Superintendent shall be entitled to twelve (12) working days of sick leave each current contract year. The Associate Superintendent may accumulate unused sick leave days.

11.2 Upon termination or expiration of this Agreement, the Associate Superintendent may transfer the accumulated and unused sick leave days to another school district as permitted by Education Code Section 44979.

11.3 In no event shall the District make a cash payment to the Associate Superintendent for accumulated and unused sick leave.

11.4 The Associate Superintendent shall follow District procedures and use District forms for reporting sick leave use to the Superintendent and the District personnel department.

12. INSTITUTIONAL MEMBERSHIP

The District shall pay individual membership for the Associate Superintendent in the Association of California School Administrators and two other professional organizations that are directly related to the employment of the Associate Superintendent. District contribution shall not exceed \$3,000 annually.

13. MILEAGE REIMBURSEMENT

13.1 The District shall pay for mileage at the current District rate for the operation of the Associate Superintendent's automobile for District related business outside of the San Francisco Bay Area.

14. BUSINESS EXPENSES

14.1 Consistent with Board policies and subject to Superintendent and Board approval, the District shall reimburse the Associate Superintendent for actual reasonable and necessary expenses incurred by the Associate Superintendent within the scope of her employment and in the normal course of performing District business.

14.2 The Associate Superintendent will follow normal District procedures for requesting expense reimbursement. Each reimbursement request shall be accompanied by detailed receipts and other appropriate documentation. Such expenses must be planned within the Human Resources budget, from which they will be paid.

14.3 Any payments made by the District for expense reimbursements or transportation allowance under this Section 14 shall not be incorporated into the employee's compensation.

15. OUTSIDE PROFESSIONAL ACTIVITIES

15.1 With the Superintendent's prior approval, the Associate Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations; these outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Associate Superintendent's performance of her duties under this Agreement.

16. TERMINATION OF CONTRACT

The Superintendent may, at his option, recommend to the Governing Board, and the Governing Board may, at its option, unilaterally terminate this agreement with a minimum of forty-five (45) days notice to the Associate Superintendent (Education Code section 35031). In the event of such termination, the District shall pay to the Associate Superintendent the lesser of one year's salary or the salary due to the Associate Superintendent for the remainder of this Agreement. Severance pay under the terms of this section shall not be greater than one year's salary.

17. ARBITRATION

No civil action concerning any dispute arising under this Agreement shall be instituted before any court and all such disputes shall be submitted to final and binding arbitration under either informal procedures if the parties agree or formal arbitration procedures under the auspices of the American Arbitration Association if the parties cannot agree on an informal arbitration procedure to resolve any dispute. The formal arbitration shall be conducted in accordance with the rules of the American Arbitration Association before a single arbitrator. The parties agree that the parties will be irreparably damaged in the event that this Agreement is not specifically

enforced. Therefore, in addition to any award of damages, any such award shall, if the party entitled to the same demands it, grant specific performance of this Agreement. All costs of the arbitration shall be divided equally between the parties.

The arbitrator's award resulting from such arbitration shall be final and binding and may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. Further, the parties hereto expressly agree that proceeding to arbitration shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this Agreement, except for the institution of a civil action to maintain the status quo during the pendency of any arbitration proceeding.

18. AB 1344 PROVISION

AB 1344 mandates that if a local public agency provides for: (1) paid leave for the official pending an investigation; (2) funds for the legal criminal defense of the official, or (3) any cash settlement related to the official's termination, that such sums be fully reimbursed by the official to the local public agency if the official is convicted of a crime involving abuse of his or her office or position. (Gov. Code §53243.3)

19. This Agreement may be amended by mutual consent of the Superintendent and Shelly Viramontez, upon approval of the Governing Board.

Approved by the Campbell Union School District Governing Board ~~August 20, 2015~~
September 15, 2016.

Danielle M.S. Cohen, President

Thomas M. Gemetti, Vice President

Michael L. Snyder, Clerk

Richard H. Nguyen, Member

Eric Andrew, Ed.D.
Superintendent

Pablo A. Beltran, Member

I agree to all terms and conditions of this contract:

Shelly Viramontez, Ed.D. DATE
Associate Superintendent – Human Resources