

Campbell Union School District
155 North Third Street
Campbell, California

AGREEMENT FOR SERVICES
RESPONSE TO INSTRUCTION & INTERVENTION (RtI²) PROGRAM SPECIALIST
(SENIOR TRAINER)

This agreement is entered into as of this ~~August 20, 2015~~ September 15, 2016, between Campbell Union School District, (“District”) and Cara Bergen, (“RtI² Program Specialist”).

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 RtI² Program Specialist’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 RtI² Program Specialist agrees to perform the duties of RtI² Program Specialist 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. RtI² PROGRAM SPECIALIST’S PERFORMANCE OBJECTIVES

On or prior to October 15 of each school year, the Superintendent and RtI² Program Specialist 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 RtI² Program Specialist is evaluated by the Superintendent. Following the completion of RtI² Program Specialist’s evaluation each year, the RtI² Program Specialist 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 RtI² Program Specialist’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 RtI² Program Specialist as described in this Agreement and provided by state law, Board policies, procedures, and direction;
- 4.2.2 The RtI² Program Specialist's goals and performance objectives for the year in question;
- 4.2.3 The working relationships between the RtI² Program Specialist 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 RtI² Program Specialist's annual base salary shall be two hundred thirty-three thousand eight hundred seventy dollars (\$233,870.00).

5.2 Installments: The RtI² Program Specialist'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 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 RtI² Program Specialist may 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 RtI² Program Specialist 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 RtI² Program Specialist retires from District employment with at least five (5) years of service in her current position, the RtI² Program Specialist 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 RtI² Program Specialist'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 her current 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 RtI² Program Specialist may elect to continue coverage at her own expense. In the event of the death of the RtI² Program Specialist the RtI² Program Specialist'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 RtI² Program Specialist'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. MEDICAL EXAMINATION

The RtI² Program Specialist shall have an annual comprehensive physical examination by a licensed physician. Following each examination, the RtI² Program Specialist shall file with the Superintendent a statement signed by the physician certifying to the physical competency of the RtI² Program Specialist. 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.

8. WORK YEAR/VACATION

8.1 The RtI² Program Specialist 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.

8.2 A minimum of eighteen (18) vacation days must be taken during the year they are earned, except by special written agreement between the RtI² Program Specialist and the Superintendent. The RtI² Program Specialist may accumulate unused vacation days to a maximum accrual of twenty (20) days.

8.3 If this Agreement is terminated or the RtI² Program Specialist retires, the RtI² Program Specialist 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 RtI² Program Specialist's retirement.

8.4 The RtI² Program Specialist 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 RtI² Program Specialist shall follow District procedures and use District forms for requesting and reporting vacation use to the Board and to the District personnel department.

9. SICK LEAVE

9.1 The RtI² Program Specialist shall be entitled to twelve (12) working days of sick leave each current contract year. The RtI² Program Specialist may accumulate unused sick leave days.

9.2 Upon termination or expiration of this Agreement, the RtI² Program Specialist may transfer the accumulated and unused sick leave days to another school district as permitted by Education Code Section 44979.

9.3 In no event shall the District make a cash payment to the RtI² Program Specialist for accumulated and unused sick leave.

9.4 The RtI² Program Specialist shall follow District procedures and use District forms for reporting sick leave use to the Superintendent and the District personnel department.

10. BUSINESS EXPENSES

10.1 Consistent with Board policies and subject to Superintendent and Board approval, the District shall reimburse the RtI² Program Specialist for actual reasonable and necessary expenses incurred by the RtI² Program Specialist within the scope of her employment and in the normal course of performing District business.

10.2 The RtI² Program Specialist 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 RtI² Program budget, from which they will be paid.

10.3 Any payments made by the District for expense reimbursements or travel allowance under this Section 10 shall not be incorporated into the employee's compensation.

11. OUTSIDE PROFESSIONAL ACTIVITIES

With the Superintendent's prior approval, the RtI² Program Specialist 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 RtI² Program Specialist's performance of her duties under this Agreement.

12. 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 RtI² Program Specialist (Education Code section 35031). In the event of such termination, the District shall pay to the RtI² Program Specialist the lesser of one year's salary or the salary due to the RtI² Program Specialist for the remainder of this Agreement. Severance pay under the terms of this section shall not be greater than one year's salary.

13. 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.

14. 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)

15. AMENDMENT

This Agreement may be amended by mutual consent of the Superintendent and Cara Bergen, 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

Pablo A. Beltran, Member

Eric Andrew, Ed.D.
Superintendent

Richard H. Nguyen, Member

I agree to all terms and conditions of this contract:

Cara Bergen
RtI² Program Specialist – Senior Trainer

DATE