

BERRYESSA UNION SCHOOL DISTRICT
AGREEMENT FOR SERVICES AS
ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES

This is an Agreement between the Board of Trustees ("Board") of the Berryessa Union School District of Santa Clara County, State of California ("District") and Ricardo Cabrera ("Assistant Superintendent of Human Resources") to employ the Assistant Superintendent of Human Resources for a term of three (3) years commencing **July 1, 2024, and ending June 30, 2027** subject to the terms and conditions set forth below. The provisions set forth below reflect the full Agreement between the parties. **This Agreement supersedes and replaces the immediately preceding employment agreement which contained a term of July 1, 2022 through and including June 30, 2025 except as provided in section 6 below regarding a salary increase for the 2023-2024 school year which is deemed to have occurred under that preceding employment agreement by its incorporation herein.**

1. Employment as Assistant Superintendent of Human Resources

The Governing Board employs Ricardo Cabrera, and Ricardo Cabrera accepts employment, as Assistant Superintendent of Human Resources of the Berryessa Union School District in Santa Clara County, State of California. Pursuant to Education Code Section 44830, the Assistant Superintendent of Human Resources is employed as a certificated employee. The Assistant Superintendent of Human Resources works under the Superintendent's direct supervision.

2. Term of Agreement

The term of this Agreement shall become effective on **July 1, 2024**. The Agreement shall end on **June 30, 2027**, unless otherwise terminated or extended.

Following each annual evaluation of the Assistant Superintendent's job performance, the Superintendent may recommend that the Board enter into a new three-year agreement to take effect on the next succeeding July 1. At any time, with the recommendation of the Superintendent, the Board may take additional action to extend this Agreement. Approval by the Board and Assistant Superintendent of Human Resources is required for any extension of the term of this Agreement.

If the Board decides not to reelect or reemploy the Assistant Superintendent at the expiration of this Agreement, the Board shall notify the Assistant Superintendent in writing at least 45 days before this Agreement expires as provided in Education Code Section 35031.

3. Duties and Responsibilities

The duties and responsibilities of the Assistant Superintendent of Human Resources shall be those described in the Position Description and as prescribed by law, as well as other duties and responsibilities that may be assigned by the Superintendent.

The Assistant Superintendent shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of the District, subject at all times to applicable state and federal laws and the policies set by the Board, and subject to the Board's consent when required by the terms of this Agreement or by Board ordinances, policies, rules, or applicable law.

4. Assistant Superintendent of Human Resources Performance Objectives

The Assistant Superintendent of Human Resources and Superintendent annually shall meet to establish the Assistant Superintendent of Human Resources goals and performance objectives. These objectives shall be committed to writing and shall be among the criteria by which the Superintendent evaluates the Assistant Superintendent of Human Resources performance. Following completion of the Assistant Superintendent of Human Resources evaluation each year and before September 1 of the succeeding school year, the parties will meet to establish goals and performance objectives for the next succeeding year.

5. Evaluation

The Superintendent shall evaluate the Assistant Superintendent of Human Resources performance at least once each year during the term of this Agreement and more frequently at the Superintendent's discretion. The annual written evaluation shall use the performance evaluation form mutually agreed upon by the Assistant Superintendent of Human Resources and the Superintendent, and should be completed by July 1 of each year.

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

- the duties and responsibilities of the Assistant Superintendent as described in this Agreement and provided by state law, Board policies, procedures, and direction;
- the Assistant Superintendent of Human Resources goals and performance objectives for the year in question; and
- the working relationship between the Assistant Superintendent of Human Resources and the Superintendent.

6. Salary

Annual Base Salary: The annual base salary of the Assistant Superintendent of Human Resources shall be payable in twelve (12) equal monthly payments and shall be in the following amounts:

- **2023: Effective July 1, 2023, the annual base salary for the 2023-2024 fiscal year shall be Two Hundred Thirteen Thousand, Nine Hundred and Thirty-Four Dollars (\$213,934) which is a six and one-half percent (6.5%) increase over the 2022-2023 annual base salary.**
- Other Increases: Based on merit, job performance, and any other criteria determined by the Superintendent and Board, the Board may provide additional increases in total compensation (including salary, health and welfare benefits, and related compensation and/or benefits), for any and all years of the Agreement. Specific Board action is required to approve any total

compensation increase. Any total compensation increase shall not be considered either as entering into a new agreement or extending the term of this Agreement. Any changes in total compensation made during the term of this Agreement shall be made by a written amendment to this Agreement.

Masters & Doctoral Degree Stipends: Two percent (2%) of the base salary will be awarded for a Master's Degree; and three percent (3%) of the base salary will be awarded for a Doctoral Degree. No more than one Master's Degree and one Doctoral Degree shall be counted for this purpose.

Administrative Service Increments: Career administrative service increments will be granted as follows:

- Upon completion of twelve (12) years of career administrative services, two percent (2%) additional compensation;
- Upon completion of fifteen (15) years of career administrative service, two percent (2%) additional compensation; and
- Upon completion of eighteen (18) years of career administrative service, two percent (2%) additional compensation.
- Upon completion of twenty-six (26) years of career administrative service, two percent (2%) additional compensation.

STRS: The District is required to follow the requirements of law and related regulations of the State Teachers Retirement System. This Agreement includes no promises or warranties regarding whether any particular item of compensation or service credit will be deemed creditable by STRS.

7. Health and Welfare Benefits

The Assistant Superintendent may participate in medical, dental, and/or vision insurance benefits programs offered by the District pursuant to the applicable program enrollment rules. The maximum District contribution toward the Assistant Superintendent's medical, dental and vision benefits premiums shall be the same amount as applicable to other certificated management employees of the District. The Assistant Superintendent shall be required to pay all benefits premiums costs above this maximum District contribution level, and may use an IRC Section 125 plan for this purpose.

The District shall also pay the full premium for the District-provided fifty thousand dollar (\$50,000) life insurance policy.

8. Business Expenses

In accordance with Board policies, the Assistant Superintendent of Human Resources shall also be compensated for actual reasonable and necessary expenses incurred when District-related duties and obligations require him to travel outside the boundaries of Santa Clara County.

9. Professional Memberships

The District shall contribute up to a maximum of two-thousand dollars (\$2,000) per school year towards an individual membership for the Assistant Superintendent in ACSA, AERA, NAESP, and ASCD and any other organizations pre-approved by the Superintendent.

10. Work Year

During the term of this Agreement, the Assistant Superintendent shall provide two hundred and twenty-five (225) days of service per year. Periods of leaves of absences, including sick leave, bereavement leave, and personal necessity shall be considered days of service. The Assistant Superintendent shall not earn vacation during the term of this Agreement.

11. Sick Leave

11.1 The Assistant Superintendent shall be entitled to twelve (12) working days of sick leave per year. Unused sick leave days shall be accumulated.

11.2 Upon termination or expiration of this Agreement, the Assistant 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 Assistant Superintendent for accumulated and unused sick leave.

11.4 The Assistant Superintendent shall follow District procedures and use District forms for reporting sick leave use.

12. Termination of Agreement

This Agreement may be terminated by any of the following events:

- Parties' mutual written agreement.
- Assistant Superintendent's retirement or death.
- Assistant Superintendent's disability.

The Assistant Superintendent of Human Resources may be removed from his position by the Board if, in the Board's opinion, he is unable to serve in this position due to a physical and/or mental condition, and a licensed physician selected by the District evaluates the Assistant Superintendent and indicates the Assistant Superintendent is unable to perform the essential functions of his position or will be unable to perform the essential functions of the position for at least six (6) months or longer.

Termination for Cause

The Board may terminate this Agreement for good and just cause.

If the Board proposes to terminate this Agreement for cause, it shall give the Assistant Superintendent written notice of its intent to terminate for cause ("Notice"); a detailed delineation of charge(s) against him; and copies of any documents substantiating the charge(s).

The Assistant Superintendent shall be given not less than fifteen (15) days from the date of receipt of the Notice, charge(s), and documents in which to meet with the Board and respond to the charge(s).

The Board's official decision to terminate this Agreement for cause shall not be made until after the conclusion of the pre-termination meeting. If the proposed termination for cause is finalized by Board vote, the Assistant Superintendent shall have no right to further employment by the District; nor shall he be paid a salary or provided any other benefit beyond the given date of termination, which in no event shall be earlier than thirty (30) days from the receipt of the Notice.

If this Agreement is terminated for cause, the Assistant Superintendent shall have no right of action against the Board for breach of contract.

Discharge without Cause

The Board may terminate this Agreement without cause, with forty-five (45) days written notice to the Assistant Superintendent. Upon exercising its option under this subsection, the Board shall pay to the Assistant Superintendent any amounts specified in this paragraph and shall advise the public and prospective employers that the Assistant Superintendent was terminated under a provision of this contract that does not require cause.

Except as provided in Government Code Section 53260 (b), if the Board terminates this Agreement without cause, the District shall pay the Assistant Superintendent monthly sums equal to the Assistant Superintendent's current salary rate for a period of six (6) months following the effective date of termination, or the number of months remaining on the unexpired term of this Agreement beyond the termination date, whichever is less. The Assistant Superintendent shall fully reimburse the District for any such payment if he is convicted of a crime involving abuse of his office or position.

The provisions of this paragraph comply with California Government Code Sections 53243 - 53243.4 and 53260.

The parties expressly understand and agree that any breach or termination of this Agreement by the District shall not result in the Assistant Superintendent continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the Assistant Superintendent.

Assistant Superintendent Election to Terminate Agreement

The Assistant Superintendent shall notify the Superintendent and all Board members if he becomes a finalist for a position with another employer. The Assistant Superintendent may resign at any time upon giving forty-five (45) days written notice to the Board.

13. Professional Liability

The Governing Board agrees that, consistent with the requirements of law, it shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits,

actions, and legal proceedings at law or in equity (specifically excluding, however, any demands, claims, suits, actions, or legal proceedings brought against the Assistant Superintendent by or on behalf of the District, any criminal proceedings brought against the Assistant Superintendent in his individual capacity or in his official capacity as agent and employee of the Governing Board), provided the incident giving rise to the claim arose while the Assistant Superintendent was acting in good faith and within the scope of his employment. In no event shall individual Governing Board members be individually liable or responsible to the Assistant Superintendent, for defending or indemnifying him against such demands, claims, suits, actions, and legal proceedings.

14. Severability and Savings

If any provisions of this Agreement shall be held invalid by operation of law of any arbitrator, tribunal, or court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by an arbitrator, tribunal, or court pending a final determination as to its validity, the remainder of this Agreement shall not be affected.

15. Arbitration

No civil action concerning any dispute arising under this Agreement shall be instituted before any court. All disputes under this Agreement shall be submitted to final and binding arbitration under either informal mediation procedures if the parties agree, or to formal arbitration procedures under the auspices of the American Arbitration Association if the parties cannot agree on an informal mediation procedure. The formal arbitration shall be conducted in accordance with the rules of the American Arbitration Association before a single arbitrator. All costs of the arbitration shall be divided equally between the parties. The arbitrator's award resulting from the 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.

16. Amendment

This Agreement may be amended by mutual written consent of the Governing Board and Assistant Superintendent.

17. General Provisions

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education and the California State Teachers Retirement System, and to the lawful rules and regulations of the Governing Board of the Berryessa Union School District.

This Agreement is the full and complete agreement between the parties, and it can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.

We sign this Agreement as the full and complete understanding of the relationships between the parties.

GOVERNING BOARD OF TRUSTEES OF THE BERRYESSA SCHOOL DISTRICT,
SANTA CLARA COUNTY, STATE OF CALIFORNIA:

Dated: January 10, 2024

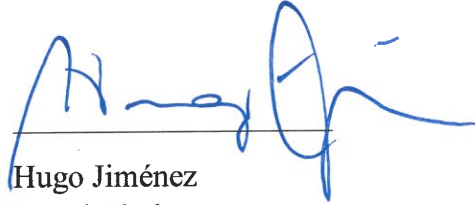
Berryessa Union School District Board of Trustees



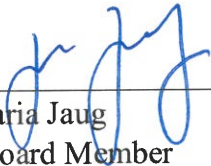
Jai Srinivasan
Board President



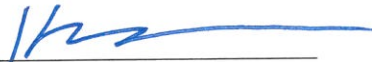
Thelma Boac
Board Vice President



Hugo Jiménez
Board Clerk



Jaria Jaug
Board Member



Khoa Nguyen
Board Member

Dated: January 11, 2024



Ricardo Cabrera

Ratified in a Public Meeting of the Governing Board on January 10, 2024