

CONTRACT
Between
THE BOARD OF TRUSTEES
of the
PLEASANTON UNIFIED SCHOOL DISTRICT
and
DIANNE HOWELL

This Interim Employment Contract ("Contract") is by and between the Board of Trustees of the Pleasanton Unified School District, hereafter referred to as "Board" or "District," and Dianne Howell, hereafter referred to as "Interim Assistant Superintendent."

I. TERM

- A. The District employs Interim Assistant Superintendent for a term that begins on August 1, 2015 and terminates on June 30, 2016.
- B. This Contract shall automatically terminate on June 30, 2016, unless the Parties agree in writing to extend the term.
- C. Except as set forth in this Contract, Interim Assistant Superintendent shall have no rights to District employment.

II. COMPENSATION

- A. District shall pay Interim Assistant Superintendent a salary of One Hundred Ninety-Three Thousand Dollars (\$193,000.00).
- B. Salary shall be payable on the last day of each month in installments of one-eleventh (1/11) of the annual salary rate for services rendered during the preceding month.

III. WORK YEAR

- A. During the term of this Contract, Interim Assistant Superintendent shall render service on at least two hundred twenty (220) days.
- B. Interim Assistant Superintendent shall prepare a work day calendar for the term of this Contract for the Board President and Interim Superintendent's approval.
 - 1. Interim Assistant Superintendent shall meet with the Board President and Interim Superintendent once a month to review the calendar.
 - 2. The work day calendar shall, except for good cause, include all student instructional days.

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3. The work day calendar may be modified during the term of this Contract with the prior approval of the Interim Superintendent.

IV. EXPENSES AND OTHER BENEFITS

A. General Expenses

1. Except as otherwise provided in this Contract, District shall reimburse Interim Assistant Superintendent for all actual and necessary expenses that have been incurred within the scope of employment.
 - a. In accordance with prudent business practices, payment shall require counter-signature by District's Chief Financial Officer.
 - b. District shall provide Interim Assistant Superintendent with a credit card to facilitate the payment of actual and necessary expenses.
2. Reimbursement of all expenses shall be in accordance with Board Policy.

B. Mileage

Interim Assistant Superintendent shall be reimbursed, in accordance with Board Policy, for the use of her personal vehicle for District-related travel that is outside Alameda County.

C. Health and Welfare

Interim Assistant Superintendent shall continue to receive the benefits provided by the District that commenced upon her retirement.

V. PROFESSIONAL DUTIES AND RESPONSIBILITIES

Interim Assistant Superintendent shall act as the Assistant Superintendent of Human Resources for the District. The Professional Duties and Responsibilities are set forth in Attachment A.

VI. TERMINATION OF EMPLOYMENT CONTRACT

This Contract may be terminated prior to its normal expiration date by:

- A. Mutual agreement of the parties.
- B. District's Option:
 1. The District shall have the right to terminate this Contract at any time by giving notice of such termination.

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2. If the District gives notice of termination:
 - a. Interim Assistant Superintendent shall immediately cease rendering services pursuant to this Agreement.
 - b. District shall pay Interim Assistant Superintendent for all days of service actually rendered by Interim Assistant Superintendent prior to notice of termination.
 - c. District shall not be liable for any lost profits which might have been made by Interim Assistant Superintendent had the Contract not been terminated or had Interim Assistant Superintendent completed the services envisioned by this Contract.

C. Interim Assistant Superintendent's Option:

1. Interim Assistant Superintendent shall have the right to terminate this Contract upon giving at least thirty (30) calendar days' written notice.
2. District shall pay Interim Assistant Superintendent for all days of service actually rendered by Interim Assistant Superintendent prior to termination of this Contract.

VII. SPECIAL PROVISIONS

- A. Interim Assistant Superintendent is a retired California State Teachers Retirement System ("CalSTRS") annuitant.
- B. It is the expectation of the Parties that Interim Assistant Superintendent will reinstate to active member status with CalSTRS.
- C. It is Interim Assistant Superintendent's responsibility to take all necessary steps to reinstate to active member status with CalSTRS.
- D. Upon reinstatement, it is Interim Assistant Superintendent's responsibility to complete the Retirement System Election Form in accordance with Education Code section 22508.

VIII. GENERAL PROVISIONS

- A. This Contract is the full and complete Contract between the parties.
 1. It can be changed or modified only by writing, signed by the parties or their successors in interest to this Contract.
 2. If any Board policy, regulation, etc. is inconsistent with this Contract, this Contract shall prevail.


- B. Should any term, condition, covenant or provision of this Contract be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, unless to do so would frustrate the intent and purpose of this Contract.
- C. This Contract shall be construed in all respects and in accordance with and governed by the laws and decisions of the State of California. Venue shall be in Alameda County.
- D. This Contract shall extend its benefits to and be binding upon the heirs, administrators, successors, and assigns of the parties hereto.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.


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

Dated: 6/11/15

Dated: 7/15/15



Dianne Howell
Interim Assistant Superintendent



Valerie Arkin
President, Board of Trustees
of the Pleasanton Unified School District

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ATTACHMENT A
to
EMPLOYMENT CONTRACT

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JOB DESCRIPTION

TITLE: Assistant Superintendent, Human Resources

CLASSIFICATION: Certificated

REPORTS TO: Superintendent

DESCRIPTION:

Having specific responsibility, as a cabinet level position, for managing all aspects of the Human Resources Division, both classified and certificated. The Assistant Superintendent, Human Resources, is also responsible for the completion of any special assignment or project, inside or outside the scope of the Human Resources Division, delegated by the Superintendent.

PERFORMANCE RESPONSIBILITIES:

- * Participating as a regular member of the Superintendent's Cabinet.
- * Preparing the Superintendent's personnel recommendations to the Board of Trustees.
- * Assisting the Superintendent at Board meetings by providing presentations and/or responding to inquiries from members of the Board of Trustees.
- * Advising the Superintendent regarding personnel policies, procedures and resolutions of personnel-related problems.
- * Acting as the designee in addressing Level II certificated grievances.
- * Acting as chief negotiator regarding certificated collective bargaining unit. Supervising the Director of Classified Personnel regarding classified negotiations.
- * Participating in the supervision of the district employees' IRC 125 benefit program.
- * Assisting the Assistant Superintendent, Educational Services in evaluating school site principals.
- * Directing the evaluation programs of both certificated and classified personnel.
- * Directing and counseling school site principals on difficult and sensitive personnel matters.
- * Acting as the District's liaison with employee associations.
- * Organizing and supervising the Human Resources Division, and maintaining up-to-date records of all personnel.

- * Coordinating all district LEA obligations regarding personnel.
- * Preparing and administering the departmental budget.
- * Planning, directing, coordinating, and participating in the recruitment, selection, and assignment of all certificated personnel.
- * Reviewing and processing all requests for transfers, leaves, and retirements by district employees in accordance with district needs and regulations.
- * Overseeing the certificated and classified staffing of all school sites and the district office.
- * Processing recommendations for terminating employees, assembling dismissal information, and arranging needed conferences and hearings.
- * Providing inservice programs to district managers regarding interpretations and applications of district collective bargaining agreements.
- * Overseeing the placement of district employees on the appropriate salary schedules.
- * Maintaining liaison with social, professional, civic, volunteer, and other community groups having an interest in the schools.
- * Preparing and maintaining information on personnel and submitting the necessary statistical reports to the State Department of Education and to the Board of Trustees.
- * Assisting in the development and updating of Board policies and procedures regarding personnel.
- * Planning and directing the District's affirmative action program.
- * Coordinating the District's student teaching program.
- * Directing the District's substitute teacher program.

QUALIFICATIONS:

- * Master's degree (emphasis in Educational Leadership or Organizational Leadership preferred)
- * Administrative credential
- * Five years of successful site level administrative experience