

**“CORRECTED and AMENDED”
EMPLOYMENT AGREEMENT
between the
PLEASANTON UNIFIED SCHOOL DISTRICT
and
DR. ODIE DOUGLAS**

PREAMBLE

This “*Corrected and Amended*” Agreement is between the Board of Trustees of, and on behalf of, the Pleasanton Unified School District (“District”), and Dr. Odie Douglas, Assistant Superintendent, Educational Services (“Douglas” or “Assistant Superintendent” or “Incumbent”).

RECITALS

1. Term of Agreement

See Attachment A for the term of this Agreement.

2. Salary

See Attachment A for salary.

3. Professional Duties and Responsibilities

3.1 Incumbent shall devote his time, attention and energy to the business of District. Any activities which require an absence from work for more than one (1) full working day shall be reported to the Superintendent for advance approval.

3.2 See Attachment B for a description of Professional Duties and Responsibilities.

4. Medical Examination

District shall, at its option and expense, provide a complete medical examination prior to the start of each school year. The examination shall be conducted by a Board approved physician. District shall be advised in writing by the physician of continued physical fitness of Incumbent to perform the duties of the position. Such report shall be confidential.

5. Duty – Non-Duty Days and Other Benefits

5.1 Incumbent shall serve two hundred twenty (220) days of the July 1 to June 30 fiscal year unless amended and agreed to by Incumbent and the District on a year-to-year basis. The remaining twenty-seven (27) workdays are designated as non-

duty. With prior Board approval, if Incumbent is required to work on one or more non-duty days, such days may be carried over from one school year to the next.

- 5.2 Upon leaving District, or upon retirement, Incumbent may be paid for a maximum of ten (10) non-duty days.
- 5.3 District shall establish and maintain a 125 Plan for the benefit of Incumbent.
- 5.4 District shall pay one hundred percent (100%) of the Incumbent's membership charges to the Association of California School Administrators.
- 5.5 Sick leave days shall be credited at the rate of eighteen (18) days per fiscal year.
- 5.6 Incumbent shall be entitled to at least all leaves and retirement benefits as granted to certificated and/or classified employees.
- 5.7 Upon retirement, provided Incumbent is employed by District at time of retirement and he has at least seven (7) years of service to District, Incumbent and spouse or domestic partner shall be entitled to District-paid medical, dental and vision premiums on the same basis as regular certificated and/or management employees.
- 5.8 Subject to lawful rules of the insurance provider, after eligibility pursuant to Section 5.7 has expired, Incumbent and spouse or domestic partner shall be permitted to purchase medical and dental insurance, at his own expense, as part of District's group.
- 5.9 Upon retirement, provided Incumbent is employed by District at time of retirement and he has at least seven (7) years of service to District, in addition to District-paid medical, dental and vision premiums, Incumbent shall be entitled to the District-paid golden handshake described in Administrative Regulation 2200.

6. Expense Reimbursement

- 6.1 The District shall reimburse Incumbent for all actual and necessary out-of-District expenses. Reimbursement shall be in accordance with Board policy.
- 6.2 District encourages Incumbent to pursue professional growth. In its encouragement, District shall permit a reasonable amount of release time to attend such matters and shall pay in accordance with Board policy necessary travel and subsistence expenses; in all cases, advance approval shall be obtained.
 - 6.2.1 The operations, programs and other activities conducted or sponsored by local, state and national school board associations;
 - 6.2.2 Seminars and courses offered by public or private educational institutions; and

6.2.3 Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Incumbent to perform professional responsibilities for District.

6.3 Incumbent shall maintain a valid California driver's license.

7. Annual Goals

7.1 On or before October 30th of each year, annual goals shall be submitted to the Superintendent, for each department(s) Incumbent manages. Such goals shall be reviewed, revised, and approved by the Superintendent. The goals shall be reduced to writing.

7.2 The Superintendent shall receive from the Incumbent at least one (1) progress report in December and shall receive a final report in June on the status/achievement of the annual goals.

8. Evaluation

8.1 The Superintendent shall evaluate, in writing, Incumbent's performance at least once a year during the term of this Agreement. Said evaluation shall be related to the duties and responsibilities set forth in Attachment B to this Agreement (Professional Duties and Responsibilities, and Job Description), and the goals and activities established pursuant to Section 7 above (Annual Goals).

8.2 Each June, a copy of the written evaluation shall be delivered to Incumbent and Incumbent shall have the right to make a written reaction or response to the evaluation.

8.3 If the Superintendent determines that performance is unsatisfactory in any respect, the written report shall describe said unsatisfactory performance in reasonable detail. The evaluation shall include recommendations for improvement of all instances where performance is deemed to be unsatisfactory and may be included in other instances where Superintendent deems such to be appropriate.

9. Extension of Employment Agreement

The Superintendent will annually evaluate the Incumbent. If the evaluation is satisfactory, a recommendation will be brought to the Board to extend the term of the Agreement of the Incumbent by one (1) additional year. The recommendation to extend the Agreement will be considered by the Board and acted upon in an open public meeting of the Board on or before June 30th.

10. Termination of Employment Agreement

10.1 This employment Agreement may be terminated by:

10.1.1 Mutual agreement of the parties.

10.1.2 Retirement.

10.1.3 Disability.

- a. In the event of disability by illness or incapacity, the District may terminate this Agreement by written notice to Incumbent at any time after Incumbent has exhausted all accumulated sick leave and one hundred (100) work days of extended personal illness (differential pay), and vested non-duty days (see 5.1 and 5.2 above), and has been absent from employment for whatever cause for an additional continuous period of six (6) months (unpaid). All obligations of the District shall cease upon such termination. If a question exists concerning the capacity of Incumbent to return to duties, the District may require Incumbent to submit to a medical examination, to be performed by a medical doctor selected by the District. The examination shall be done at the expense of the District. The physician shall limit his/her report to the issue of whether Incumbent has a continuing disability which prohibits or restricts him from performing his duties.

10.1.4 Discharge for Cause.

- a. The District may discharge Incumbent for cause which shall be defined as conduct which is seriously prejudicial to the District. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the District elect to terminate this Agreement prior to its expiration pursuant to this section, the District shall notify Incumbent in writing. Upon request, the District shall serve on Incumbent a reasonably detailed statement of charges. Incumbent will be afforded an opportunity for a meaningful hearing before the Governing Board which shall include the right to be represented by counsel and the right to call witnesses. If Incumbent chooses to be accompanied by legal counsel at such meeting, Incumbent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Incumbent shall be provided a written decision describing the results of the meeting. Incumbent shall be provided a written decision describing the results of the meeting within ten (10) days of the hearing date.

10.1.5 Governing Board Option

- a. Notwithstanding any other provision of this Agreement, the Board shall have the sole right, provided it gives at least six (6) months' notice, to terminate this Agreement during its term as set forth below.
 - i. If the Board terminates this Agreement before its normal expiration, except pursuant to paragraphs 10.1.1 to 10.1.4 above, it shall pay to Incumbent his base salary and medical/dental/vision benefits for the lesser of either eighteen (18) months or for that number of months remaining on this Agreement.
 - ii. The eighteen (18) month payment period shall commence on the date of termination.
- b. If Assistant Superintendent is gainfully employed, or commences drawing retirement benefits from a retirement system during any portion of the time he is being compensated by District pursuant to this Section 10.1.5, such earnings shall reduce, on a dollar-for-dollar basis, District's obligation under this section.

For each affected month during the period of time Assistant Superintendent is to be compensated by District pursuant to this Section 10.1.5, Assistant Superintendent shall provide District with a statement of earnings, if any, which shall become a pro-rated dollar-for-dollar offset against District's monthly obligation under this section for the following months.

- c. The compensation set forth in Paragraph 10.1.5.a. above shall be the only compensation of any kind which shall be due Incumbent if this Agreement is terminated by the Board pursuant to this Paragraph 10.1.5.
- d. ***Note: The following Paragraph is set forth only because California Government Code Section 53260(a) requires its presence in certain employment contracts. Due to the existence of Paragraphs 10.1.5.a.i. and 10.1.5.a.ii, however, this paragraph (10.1.5.d) is of no force or effect.***

If this Agreement is terminated, the maximum cash settlement that Incumbent may receive shall be an amount equal to the monthly salary of Incumbent multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly

- 11.2 If this Agreement is terminated, any cash settlement related to the termination that Incumbent may receive from the District shall be fully reimbursed to the District if the Incumbent is convicted of a crime involving an abuse of his office or position.
- 11.3 If Incumbent is convicted of a crime involving abuse of his office, the following sums paid by the District on behalf of or to the Incumbent shall be fully reimbursed:
 - 11.3.1 Paid leave for the Incumbent pending an investigation (Government Code section 53243);
 - 11.3.2 Funds for the legal criminal defense of the Incumbent (Government Code section 53243.1); or
 - 11.3.3 Any cash settlement related to the Incumbent's termination (Government Code section 53243.2).

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties hereto.

This Agreement 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: 10/14/2015

Dated: 10/13/15

Odie Douglas
Odie Douglas, Ed.D.
Assistant Superintendent,
Educational Services

Jim Hansen
Jim Hansen
Interim Superintendent

TERM AND SALARY

1. Term of Agreement

- 1.1 The term of this Agreement is July 1, 2015 through and including June 30, 2018.
- 1.2 This Agreement supersedes any and all other agreements, written or oral, between District and Douglas as of the date of the commencement of the term of this Agreement.
- 1.3 The term set forth in 1.1 above may be extended pursuant to Section 9 of the Employment Agreement, above.

2. Salary

2.1 2015/2016:

Base Annual Salary is One Hundred Ninety-Seven Thousand Dollars (\$197,000). This is based on a two hundred twenty (220) day work year. It is subject to increase approved by the Board for Assistant Superintendents.

2.2 2016/2017:

2.21 The Board shall consider an annual adjustment when the Incumbent is evaluated.

2.2.1 Such salary adjustment shall not reduce the salary below One Hundred Ninety Seven Thousand Dollars (\$197,000) during the life of this Agreement without the consent of Incumbent.

2.3 Salary shall be payable on the last day of each month in installments of one-twelfth (1/12th) of the annual salary rate for services rendered during the preceding month.

2.4 Except as specifically modified by this Agreement, Incumbent shall receive all benefits provided to executive cabinet members.

2.5 In addition to the Base Annual Salary, Incumbent shall receive a Master's stipend of One Thousand Three Hundred Dollars (\$1,300.00) and a doctoral stipend of One Thousand Six Hundred Fifty Dollars (\$1,650.00).

2.6 In addition to the annual adjustment of salary referenced in 2.2.1, Board may also consider an additional bonus based on performance.

3. Special Provisions

In addition to membership in the Association of California School Administrators (*see* Section 5.4 of this Agreement), in light of Incumbent's responsibilities as the District's Assistant Superintendent, Educational Services, the District will also pay one hundred percent (100%) of the membership charges for the California Association of School Educational Officials.

**PROFESSIONAL DUTIES AND RESPONSIBILITIES
and
JOB DESCRIPTION**

1. Professional Duties and Responsibilities

As assigned by the Superintendent and/or the Governing Board, Assistant Superintendent shall be responsible for Educational Services.

2. Job Description – Assistant Superintendent, Educational Services