

"CORRECTED and AMENDED"
EMPLOYMENT AGREEMENT
Between the
PLEASANTON UNIFIED SCHOOL DISTRICT
And
DR. ODIE DOUGLAS

PREAMBLE

This 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

I. Term of Agreement

- I.1 The term of this Agreement is July 1, 2018 through and including June 30, 2020.
- I.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.
- I.3 The term set forth in 1.1 above may be extended only upon mutual written consent of Douglas and District.

2. Salary

- 2.1 Commencement:
Base Annual Salary is Two Hundred Thousand Nine Hundred Forty Dollars (\$200,940). This is based on a two hundred twenty (220) day work year. It is subject to increase approved by the Board of Trustees.
- 2.2 Salary Adjustment
 - 2.2.1 The Board shall consider an annual adjustment when incumbent is evaluated or in conjunction with any raise given to bargaining units.'
 - 2.2.2 Such salary adjustment shall not reduce the salary below Two hundred Thousand Nine Hundred and Forty Dollars (\$200,940) 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 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)
- 2.5 In addition to the annual adjustment of salary referenced in 1.2.1, Board may also consider an additional bonus based on performance.

3. **Professional Duties and Responsibilities**

- 3.1 Incumbent shall devote his time, attention and energy to the business of the District. Any activities which require an absence from work for more than one (1) full working day shall be reported to Superintendent for advance approval.
- 3.2 See Attachment A for a description of Professional Duties and Responsibilities and Job Descriptions.

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 the 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 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 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 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 Superintendent, for each department(s) Incumbent manages. Such goals shall be reviewed, revised, and approved Superintendent. The goals shall be reduced to writing.
- 7.2 Superintendent shall receive from Incumbent at least one (1) mid-year progress report and shall receive a final report in June on the status/achievement of the annual goals.

8. **Evaluation**

- 8.1 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 A 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 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 to be appropriate.

9. **Extension of Employment**

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, 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 District shall cease upon such termination. If a question exists concerning the capacity of Incumbent to return to duties, District may require Incumbent to submit a medical examination, to be performed by a medical doctor selected by District. The examination shall be done at the expense of District. The physician shall limit his report to the issue of whether Incumbent has a continuing disability which prohibits or restricts his from performing his duties.

10.1.4 Discharge for Cause

- a. District may discharge Incumbent for cause which shall be defined as conduct which is seriously prejudicial to District. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should District elect to terminate this Agreement prior to its expiration pursuant to this section, District shall notify Incumbent in writing. Upon request, 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 witness. 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. Incumbents 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 sixty (60) days' 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 twelve (12)

months or for that number of months remaining on this Agreement.

ii. The twelve (12) 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 for 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.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 twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly.

11. General Provisions

11.1 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 to the lawful rules and regulations of District's Governing Board. Said laws, rules, regulations, and policies, to the extent they have not been lawfully superseded by this Agreement, are hereby made a part of the terms and conditions of this Agreement as though full set forth herein.

11.2 If this Agreement is terminated, any cash settlement related to the termination that Incumbent may receive from District shall be fully reimbursed to District if 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 District on behalf of or to Incumbent shall be fully reimbursed:

11.3.1 Paid leave for Incumbent pending an investigation (Government Code section 53243):

11.2 If this Agreement is terminated, any cash settlement related to the termination that Incumbent may receive from District shall be fully reimbursed to District if 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 District on behalf of or to Incumbent shall be fully reimbursed:

11.3.1 Paid leave for Incumbent pending an investigation (Government Code section 53243):

11.3.2 Funds for the legal criminal defense of Incumbent (Government Code section 53243.1); or

11.3.3 Any cash settlement related to Incumbent's termination (Government Code section 53243.2).

12. **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.

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

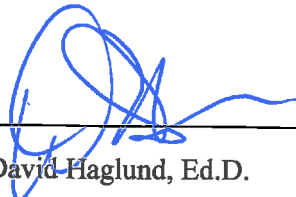
This Agreement is the full and complete agreement between the parties hereto, and it can be changed or modified only by writing, signed by all parties or their successors in interest to this Agreement.

Dated 1/31/2018

Dated 1/31/18



Dr. Odie Douglas
Assistant Superintendent
Educational Services



David Haglund, Ed.D.
Superintendent

**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**