

**EMPLOYMENT AGREEMENT**  
between the  
**PLEASANTON UNIFIED SCHOOL DISTRICT**  
and  
**JULIO HERNANDEZ**

**PREAMBLE**

This Agreement is between the Board of Trustees of, and on behalf of, the Pleasanton Unified School District (“District”), and Julio Hernandez, Assistant Superintendent, Human Resources (“Hernandez” or “Assistant Superintendent” or “Incumbent”).

**RECITALS**

**1. Term of Agreement**

- 1.1 The term of this Agreement is October 2, 2017 through and including June 30, 2020.
- 1.2 This Agreement supersedes any and all other agreements, written or oral, between District and Hernandez 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 only upon mutual written consent of Hernandez and District.

**2. Salary**

2.1 Commencement:

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 2017/2018:

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

1.2.1 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 (1/12<sup>th</sup>) 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 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.

**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.

**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 30<sup>th</sup> of each year, annual goals shall be submitted to Superintendent, for each department(s) Incumbent manages. Such goals shall be reviewed, revised, and approved by Superintendent. The goals shall be reduced to writing.

7.2 Superintendent shall receive from 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 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 such to be appropriate.

**9. Termination of Employment Agreement**

9.1 This employment Agreement may be terminated by:

9.1.1 Mutual agreement of the parties.

9.1.2 Retirement.

9.1.3 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 to 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.

9.1.4 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 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.

#### 9.1.5 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 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.

### 10. General Provisions

- 10.1 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 fully set forth herein.
- 10.2 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.

10.3 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:

10.3.1 Paid leave for Incumbent pending an investigation (Government Code section 53243);

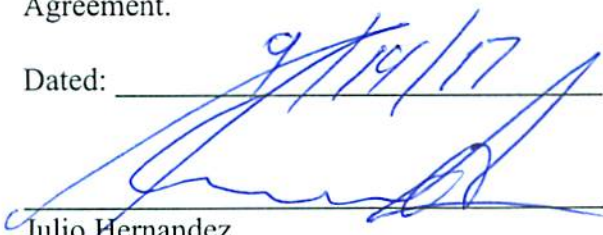
10.3.2 Funds for the legal criminal defense of Incumbent (Government Code section 53243.1); or

10.3.3 Any cash settlement related to 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: 9/14/17

  
Julio Hernandez  
Assistant Superintendent,  
Human Resources

Dated: 9-14-17

  
David Haglund, Ed.D.  
Superintendent

**PROFESSIONAL DUTIES AND RESPONSIBILITIES  
and  
JOB DESCRIPTION**

**1. Professional Duties and Responsibilities**

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

**2. Job Description – Assistant Superintendent, Human Resources**

## **Pleasanton Unified School District**

### **JOB DESCRIPTION**

**TITLE:** Assistant Superintendent, Human Resources

**CLASSIFICATION:** Certificated Management

**REPORTS TO:** Superintendent

**DESCRIPTION:**

A Cabinet level position responsible 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:**

- Participates as a regular member of the Superintendent's Cabinet.
- Prepares the Superintendent's personnel recommendations to the Board of Trustees.
- Assists the Superintendent at Board meetings by providing presentations and/or responding to inquiries from members of the Board of Trustees.
- Advises the Superintendent regarding personnel policies, procedures and resolutions of personnel-related problems.
- Acts as chief negotiator regarding certificated and classified collective bargaining units.
- Directs the evaluation programs of management, certificated and classified personnel.
- Directs and counsels school site principals on difficult and sensitive personnel matters.
- Acts as the District's liaison with employee associations.
- Organizes and supervises the Human Resources Division, and maintains up-to-date records of all personnel.
- Coordinates all district LEA obligations regarding personnel.
- Oversees the placement of district employees on the appropriate salary schedules.
- Maintains liaison with social, professional, civic, volunteer, and other community groups having an interest in the schools.
- Prepares and maintains information on personnel and submits the necessary statistical reports to the State Department of Education and to the Board of Trustees.
- Assists in the development and updating of Board policies and procedures regarding personnel.



- Plans, organizes, directs, and coordinates District programs for service and support to schools and departments through personnel recruitment, retention, and administration for both certificated and classified staff.
- Provides and emphasizes a high standard of customer service to all stakeholders from general employment information to specific employee matters.
- Supervises on and off-site recruitment fairs for selection of all certificated and classified staff to recommend assignment of staff.
- Plans, negotiates, updates, and supervises employee performance evaluations for all employees.
- Provides employee support for development and training for the evaluation process and forms.
- Maintains and updates employee records for timely and orderly processing of personnel transactions.
- Conducts special studies and research related to personnel administration, including employee duties, employee assignment, benefits, and compensation levels.
- Provides guidance to senior cabinet, administrators, certificated and classified employees on personnel matters and oversees the grievance and complaint processes for all employees.
- Provides recommendations on personnel matters and labor negotiations to the Superintendent and Board.
- Interprets, updates, and applies laws, rules and regulations, and District policies regarding personnel administration to ensure compliance.
- Confers with representatives of employee organizations and District officials regarding personnel matters.
- Provides interdepartmental support for site, district and state initiatives to remain compliant with relative laws, contracts, and policies.
- Serves as the District chief negotiator on matters related to collective bargaining agreements and guidelines for all employee organizations.
- Develops and implements innovative programs and processes to update Human Resources practices to current research and technologies.
- Ensures systems and processes are in place and effective for maintaining communications and good relations with the community.
- Updates and oversees the District's formal complaint processes as the District Complaint Officer that includes, but not limited to, Uniform Complaint Procedure, Williams Complaints, and labor employee complaints.
- Serves as Compliance Officer to receive and investigate complaints to ensure District compliance with applicable laws.
- Makes recommendations to the Superintendent and the Board regarding updates to and the establishment of Board policies and regularly reviews and maintains the Leadership Matters handbook.
- Implements employee oversight processes including medical records and fingerprint clearances, credential verification, and interacts with law enforcement and State agencies regarding employee transactions.
- Works with District and site administrators to coordinate enrollment projections and staff assignments.

- Oversees sexual harassment and discrimination complaints to ensure that each complaint is promptly and appropriately investigated and properly concluded.
- Serves as a liaison between the District and various community and civic organizations as assigned by the Superintendent.
- Serves as a resource to District staff on matters of school-community relations and information.
- Assists the Superintendent in establishing advisory groups, as assigned.
- Provides counsel for support and discipline employee matters.
- Creates a leadership pipeline among District staff, assesses gaps in skills and capabilities of staff, designs development opportunities to provide means to close those gaps, prepares District employees to be successful internal candidates for advancement.
- Other duties as assigned.

**QUALIFICATIONS:**

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

**TERMS OF EMPLOYMENT:**

220 days, Senior Management Contract

**BOARD APPROVED: April 18, 2017**