

**“CORRECTED and AMENDED”
EMPLOYMENT AGREEMENT
between the
PLEASANTON UNIFIED SCHOOL DISTRICT
and
MICAELA OCHOA**

PREAMBLE

This Employment Agreement is between the Board of Trustees of, and on behalf of, the Pleasanton Unified School District ("District"), and Micaela Ochoa to serve as Deputy Superintendent, Business Services.

TERMS OF AGREEMENT

1. Term of Agreement

- 1.1** This Agreement shall commence on July 1, 2018 and continue through and including June 30, 2019.
- 1.2** This Agreement supersedes any and all other agreements, written or oral, between District and Deputy Superintendent 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 12 of this Employment Agreement.

2. Compensation

2.1 Base Salary

2.1.1 Effective July 1, 2018:

District shall pay Deputy Superintendent an annual Base Salary of Two Hundred Five Thousand Six Hundred Forty Five Dollars and Twenty Six Cents (\$205,645.26).

2.2 Advanced Degrees

In addition to Base Salary, if eligible, Deputy Superintendent shall also receive a stipend of One Thousand Three Hundred Dollars (\$1,300.00) for possession of a Master's degree and a stipend of One Thousand Six Hundred Fifty Dollars (\$1,650.00) for possession of a doctoral degree.

2.3 Employer-Paid Contribution Schedule

Pursuant to the Employer-Paid Contribution Schedule set forth below, employer- paid contributions shall be made (at Deputy Superintendent's choice and based on eligibility) to either a 457 plan or a 403(b) plan for the benefit of Deputy Superintendent provided that Deputy Superintendent:

- (1) Renders satisfactory service for the relevant period; and
- (2) Achieves the established annual goals (see Section 10) for the relevant period; and
- (3) Remains employed on December 31 of the relevant period.

Employer-Paid Contribution Schedule (457 Plan or 403(b) Plan)			
Relevant Period	January 1, 2016 to December 31, 2016	January 1, 2017 to December 31, 2017	January 1, 2018 to December 31, 2018*
Contribution Date	January 30, 2017	January 30, 2018	July 30, 2019
Contribution Rate	\$5,000.00	\$5,000.00	\$5,000.00

* Adjusted to \$2,500 if this Agreement is terminated June 30, 2018.

2.4 General Provisions

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

2.4.2 Annual adjustment of salary:

- (a) The Board shall consider an annual adjustment to salary when Deputy Superintendent is evaluated or in conjunction with raises provided to bargaining units. Such salary adjustment without the consent of

Deputy Superintendent shall not reduce the Base Salary below the amount set forth in Section 2.1.1 during the life of this Agreement.

(b) The Board may consider a bonus based on performance.

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

3. **Professional Duties and Responsibilities**

3.1 The professional duties and responsibilities of Deputy Superintendent shall be as assigned by the Superintendent and/or the Governing Board, to oversee and provide Business Services for the District.

3.2 Deputy Superintendent shall devote her 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.

3.3 This position, Deputy Superintendent, Business Services, is designated to be Senior Management in the Classified Service. See Education Code section 45100.5.

4. **Job Description - Deputy Superintendent, Business Services**

See Attachment A for Job Description.

5. **Duty Days, Non-Duty Days and Holidays**

5.1 Deputy Superintendent shall render two hundred twenty (220) days of service in the July 1 to June 30 fiscal year.

5.1.1 The remaining twenty-seven (27) workdays, exclusive of holidays, are designated as non-duty.

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

5.1.3 Upon leaving District, or upon retirement, Deputy Superintendent may be paid for a maximum of ten (10) non-duty days.

5.2 Deputy Superintendent shall receive those holidays set forth in Section 37220 of the Education Code.

6. **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 Deputy Superintendent to perform the duties of the position. Such report shall be confidential.

7. **Leaves and Other Benefits**

7.1 Deputy Superintendent is entitled to receive other leaves that are granted by the District to its certificated or classified employees.

7.2 Sick leave days shall be earned at the rate of eighteen (18) days per fiscal year.

7.3 District shall establish and maintain an IRC § 125 Plan for the benefit of Deputy Superintendent.

7.4 District shall pay one hundred percent (100%) of the annual dues for Deputy Superintendent in:

7.4.1 the Association of California School Administrators; and

7.4.2 the California Association of School Business Officials.

7.5 Upon retirement, provided Deputy Superintendent is employed by District at time of retirement, and provided she has rendered at least seven (7) years of service to District:

7.5.1 Deputy Superintendent 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.

7.5.2 In addition to District-paid medical, dental and vision premiums, Deputy Superintendent shall be entitled to the District-paid golden handshake described in Administrative Regulation 2200.

- 7.6 Subject to lawful rules of the insurance provider, after eligibility pursuant to Section 8.5.1 has expired, Deputy Superintendent and spouse or domestic partner shall be permitted to purchase medical and dental insurance, at her own expense, as part of District's group.

8. **Expense Reimbursement**

- 8.1 District shall reimburse Deputy Superintendent for all actual and necessary out-of-District expenses. Reimbursement shall be in accordance with Board policy.
- 8.2 District encourages Deputy Superintendent 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.
- 8.2.1 The operations, programs and other activities conducted or sponsored by local, state and national school board associations;
- 8.2.2 Seminars and courses offered by public or private educational institutions; and
- 8.2.3 Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Deputy Superintendent to perform professional responsibilities for District.
- 8.3 Deputy Superintendent shall possess and maintain a valid California driver's license.

9. **Annual Goals**

- 9.1 On or before October 30th of each year, annual goals shall be submitted to the Superintendent for each department(s) Deputy Superintendent manages. Such goals shall be reviewed, revised, and approved by the Superintendent. The goals shall be reduced to writing.
- 9.2 The Superintendent shall receive from the Deputy Superintendent at least one (1) progress report mid-year and shall receive a final report in June on the status/achievement of the annual goals.

10. Evaluation

- 10.1 The Superintendent shall evaluate, in writing, Deputy Superintendent'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 Section 3 to this Agreement (Professional Duties and Responsibilities), and see Attachment A, Job Description, and the goals and activities established pursuant to Section 10 above (Annual Goals).
- 10.2 Each June, a copy of the written evaluation shall be delivered to Deputy Superintendent and Deputy Superintendent shall have the right to make a written reaction or response to the evaluation.
- 10.3 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.

11. Extension of Employment Agreement

Commencing with the evaluation for the first, complete school year covered by this Agreement, if the evaluation performed in accordance with Section 11, above, is satisfactory, a recommendation will be brought to the Board to extend the term of the Agreement of the Deputy Superintendent by one (1) additional year. The recommendation to extend the Agreement will be consider the Board and acted upon in an open public meeting of the Board on or before June 30 .

12. Termination of Employment Agreement

12.1 This Employment Agreement may be terminated by:

- 12.1.1 Mutual agreement of the parties.
- 12.1.2 Retirement.
- 12.1.3 Disability.

In the event of disability by illness or incapacity, the District may terminate this Agreement by written notice to Deputy Superintendent at any time after Deputy Superintendent has exhausted all accumulated sick leave and one hundred (100) work days of extended personal illness (differential pay), and vested non-duty days (see 6.1 and 6.2 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 Deputy Superintendent to return to duties, the District may require Deputy Superintendent 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 Deputy Superintendent has a continuing disability which prohibits or restricts her from performing her duties.

12.1.4 Discharge for Cause.

The District may discharge Deputy Superintendent 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 Deputy Superintendent in writing. Upon request, the District shall serve on Deputy Superintendent a reasonably detailed statement of charges. Deputy Superintendent 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 Deputy Superintendent chooses to be accompanied by legal counsel at such meeting, Deputy Superintendent shall bear any costs therein involved. Such meeting shall be conducted in closed session. Deputy Superintendent shall be provided a written decision describing the results of the meeting within ten (10) days of the hearing date.

12.1.5 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.
 1. If the Board terminates this Agreement before its normal expiration, except pursuant to paragraphs 13.1.1 to 13.1.4 above, it shall pay to Deputy Superintendent her 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 pay referenced in 13.1.5.ai shall commence on the date that notice of termination is given.
- b. If Deputy Superintendent is gainfully employed, or commences drawing retirement benefits from a retirement system during any portion of the time she is being compensated by District pursuant

to this Section 13.1.5, 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 Deputy Superintendent is to be compensated by District pursuant to this Section 13.1.5, Deputy 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 13.1.5.a. above shall be the only compensation of any kind which shall be due Deputy Superintendent if this Agreement is terminated by the Board pursuant to this Paragraph 13.1.5.
- d. *Note: The following Paragraph is set forth only because California Government Code Section 53260(a) requires its presence in certain employment contracts.*

If this Agreement is terminated, the maximum cash settlement that Deputy Superintendent may receive shall be an amount equal to the monthly salary of Deputy Superintendent 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 salary of Deputy Superintendent multiplied by twelve (12). (*California Government Code Section 53260(a).*)

13. General Provisions

- 13.1 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 the Governing Board of the District. 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.
- 13.2 Any amendment to this Agreement, whether to reflect extensions of the term, updates to compensation, changes in law, or other matters, shall be memorialized in writing and signed by both parties.
- 13.3 If this Agreement is terminated, any cash settlement related to the termination that Deputy Superintendent may receive from the District shall be fully reimbursed to the District if the Deputy Superintendent is convicted of a crime involving an abuse of her office or position.

13.4 If Deputy Superintendent is convicted of a crime involving abuse of her office, the following sums paid by the District on behalf of or to the Deputy Superintendent shall be fully reimbursed:

- 13.4.1 Paid leave for the Deputy Superintendent pending an investigation (Government Code section 53243);
- 13.4.2 Funds for the legal criminal defense of the Deputy Superintendent (Government Code section 53243.1); or
- 13.4.3 Any cash settlement related to the Deputy Superintendent's termination (Government Code section 53243.2).

IN WITNESS WHEREIN 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: 02/05/18



Micaela Ochoa
Deputy Superintendent,
Business Services

Dated: 2/5/18



David Haglund, Ed.D
Superintendent

**PLEASANTON UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION**

TITLE: Deputy Superintendent and Chief Business Official

CLASSIFICATION: Classified or Certificated

REPORTS TO: **Superintendent**

DESCRIPTION:

Providing leadership and management responsibility for all business service operations of the District, including planning, fiscal services and management, enrollment and growth demographics, facilities, risk management, technology services, data processing, maintenance and operations, food services, purchasing, transportation, warehousing, graphics, child care services.

PERFORMANCE RESPONSIBILITIES:

- Serving as the chief officer of the district in the absence or incapacity of the Superintendent
- Assuming designated responsibilities across division lines at the direction of the Superintendent.
- Providing leadership in developing business services that will support the educational program of the district.
- Developing, evaluating, and recommending to the Superintendent policies and regulations governing the operation of all business services.
- Providing leadership for a positive financial management control operation, establishing a sound basis for professional management of all income and expenditures of the district.
- Supervising the preparing and submitting of all reports required for reimbursement to the District of monies from appropriate federal, state, and local government agencies.
- Providing direction and supervision over the development and monitoring of the District's budget.
- Providing direction and supervision over the District's accounting and payroll functions.
- Directing and supervising the District's data processing and technology operations.
- Directing and supervising the District's facilities and planning operations including enrollment/growth projections and staffing allocations.
- Directing and supervising the District's purchasing, warehousing, inventory control, and duplicating operations.
- Directing and supervising the District's risk management procedures.
- Directing and supervising the District's transportation, maintenance and operations, food services, and energy control functions.
- Directing and supervising school construction and expansion programs.

- Collaborating with Human Resources on matters related to performance involving employees in the business department.
- Collaborating with Educational Services on program development in order to implement the District's Strategic Plan.
- Overseeing the classification, storage, and destruction of district records.
- Serving as a member of the Superintendent's cabinet.
- Assisting in selecting, orientating, supervising, and evaluating personnel.
- Establishing and maintaining cooperative relationships with those contracted during the course of work.

QUALIFICATIONS:

Knowledge of:

Management, budgeting and contracts administration principles and practices; effective supervision techniques; problem solving processes and techniques; demographics and school planning, including school construction; purchasing and warehousing principals; data processing operations applicable to business division needs; public finance and investment strategies; basic school accounting and financial management principles.

Ability to:

Give complex oral and written directions in English; compose clear, complete and concise correspondence and reports.

Training and Experience:

Minimum of five years' experience in business division level administrative position.

Education/Credential:

Minimum requirement of administrative services credential or any combination of training / education and experience equivalent to a graduate degree from an accredited college or university with emphasis in business administration.

TERMS OF EMPLOYMENT: 220 days