

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-0631
Introduction Date	4/26/17
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education  
**From** Devin Dillion, Interim Superintendent  
**Board Meeting Date** April 26, 2017  
**Subject** **Amendment No. 1 to Employment Agreement – Preston Thomas**

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**Action Requested** **Approval of Amendment No. 1 to Employment Agreement – Preston Thomas, Network Superintendent High Schools, for the term July 1, 2017 to June 30, 2018.**

**Background and Discussion** Preston Thomas is the Network Superintendent of High Schools. The Amendment extends the term for the period from July 1, 2017 through June 30, 2018.

**Recommendation** Approval of Amendment No. 1 to Employment Agreement with Preston Thomas.

**Fiscal Impact** Funding resource name: General Purpose

**Attachments** Amendment No. 1 to Employment Agreement

**AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT  
PRESTON THOMAS, HIGH SCHOOL NETWORK SUPERINTENDENT AND EXECUTIVE  
DIRECTOR OF LINKED LEARNING  
OAKLAND UNIFIED SCHOOL DISTRICT**

Oakland Unified School District entered into an Employment Agreement with Preston Thomas on November 18, 2015 (Enactment No. 15-1853).

The Board of Education agrees to extend the term of the Employment Agreement and makes the amendments as follows:

**Replace Article 1.1 to read:**

- 1.1 District hereby employs Employee and Employee hereby accepts employment with the District on the terms and conditions stated herein. The term of this Agreement is July 1, 2017 through July 1, 2018 ("Term"), unless extended in writing by mutual agreement of District and Employee or terminated sooner at the discretion of District. Employee's work year shall be 261 work days.

**Replace Article 2.1 to read:**

- 2.1 Employee shall serve as the High School Network Superintendent and Executive Director for Linked Learning for the District. Under the direction of the Chief of Schools and in cooperation with other District administrators, Employee is responsible for providing leadership for all of the assigned network schools aligning high schools, linked learning and other programs, and facilitating the integration of all District resources of assigned schools. In partnership with local community-based organizations and city/county agencies (police, social services, health, juvenile justice), facilitate the optimum use of resources to enable the academic and social emotional success of all students. The Network Superintendent ensures the use of effective instruction in every classroom for every student, every day; the development of safe and supportive schools; and the cultivation of student literacy necessary for success in college and career. The Network Superintendent is responsible for understanding the needs of students, families, and the community of the assigned schools and implementing the best strategies for meeting those needs.

The Network Superintendent is responsible for supporting and leading efforts to turn around struggling schools and plays a critical leadership role in transforming each school to a full-service community school model, supporting the District's transition to a full-service community District.

As Executive Director of Linked Learning, Employee is responsible for building out the various components of the District's Linked Learning program to ensure that students are college and career ready. This work includes developing programs at schools that promote academic rigor, work-based learning experiences, and dual-enrollment opportunities, and integrating Career Technical Education into Linked Learning pathways.

**Replace Article 7 to read:**

7.1 District and Employee agree Employee shall serve at the pleasure and will of the Superintendent.

7.2 This employment contract may be terminated by:

- a. Termination Without Cause. Either party may terminate this agreement for no reason upon thirty days written notice given as provided below. In the event the Agreement is terminated by District for no cause, Employee shall be entitled to an amount equal to the monthly salary of Employee multiplied by the number of months left of the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than six (6) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 6. No other or additional non-cash settlement may be agreed to, except that health benefits may be continued, limited to the same time restrictions as for cash settlement, or until new employment is found, whichever occurs first. Any payment made under this section shall be made no later than thirty (30) days after the last day of employment.
- b. Retirement of Employee.
- c. Death or disability of Employee. For purposes of this Agreement, "disability" means Employee's inability, by reason of physical or mental infirmity or both, to perform the duties contemplated under this Agreement for a period of 120 consecutive days or 150 days in the aggregate in a consecutive twelve (12) month period. "Disability" shall be determined by a licensed physician acceptable to District and Employee. The physician's fee shall be paid by District. Any termination for disability shall not prejudice any rights under any disability policies benefiting Employee.
- d. Discharge for Cause. For purposes of this Agreement, "cause" shall mean Employee's (a) conviction (or a *no lo contendre* plea) to any felony; (b) dishonesty in performing his duties under this Agreement; (c) repeated and willful misconduct under this Agreement; or, (d) willful neglect of his duties under this Agreement.

Prior to final determination by the Board of Education of cause for termination, Employee must have been given sixty (60) calendar days written notice of such possible action and of the grounds therefore, and a reasonable opportunity to be heard by the Board of Education in the way of explanation or defense.

In the event that such termination is determined by the Superintendent (or later adjudicated) to be "without cause," the sole remedy shall be to make Employee whole in salary and benefits pursuant to 7.2.a above.

7.3 Pursuant to Education Code § 35031, Employee shall be provided written notice at least sixty (60) days in advance of the expiration of the term if he is not to be reemployed.

Except as expressly provided above, the Agreement is unchanged and is incorporated by reference into this Amendment. This Amendment to the Employment Agreement constitutes the entire understanding and agreement between the Parties. All understandings, agreements,

covenants, representations and warranties, express or implied, oral or written between are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

**Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this Employee does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

This Employment Agreement shall be effective upon execution by Employee and the President and Secretary of the Board of Education.

**By Employee**



Preston Thomas

Date: 4/17/19

**By District**

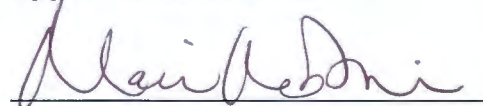
\_\_\_\_\_  
James Harris, President  
Board of Education

Date: \_\_\_\_\_

\_\_\_\_\_  
Devin Dillon  
Interim Superintendent and  
Secretary of Board

Date: \_\_\_\_\_

**Approved as to Form**



Marion McWilliams  
General Counsel

Date: 4/21/17

Board Office Use: Legislative File Info.	
File ID Number	15-2261
Introduction Date	11/18/15
Enactment Number	15-1853
Enactment Date	11/18/15 <i>JA</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools Through Learning

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting Date** November 18, 2015

**Subject** **Preston Thomas, Network Superintendent – High Schools Network**

**Action Requested** Approval of Employment Agreement with Preston Thomas

**Background** Preston Thomas is being appointed by the Superintendent to the position of Network Superintendent – High Schools Network.

**Discussion** Under the direction of the Chief of Schools and in cooperation with other District administrators, the High Schools Network Superintendent is responsible for providing leadership for all of the assigned network schools aligning high schools and other programs, and facilitating the integration of all District resources of assigned schools. In partnership with local community-based organizations and city/county agencies (police, social services, health, juvenile justice), facilitate the optimum use of resources to enable the academic and social emotional success of all students. The Network Superintendent ensures the use of effective instruction in every classroom for every student, every day; the development of safe and supportive schools; and the cultivation of student literacy necessary for success in college and career. The Network Superintendent is responsible for understanding the needs of students, families, and the community of the assigned schools and implementing the best strategies for meeting those needs.

The Network Superintendent is responsible for supporting and leading efforts to turn around struggling schools and plays a critical leadership role in transforming each school to a full-service community school model, supporting the District's transition to a full-service community District.

The term of the Agreement is November 1, 2015 to June 30, 2017 with an annual salary of \$150,380.



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

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**Recommendation**

Approval of the Employment Agreement with Preston Thomas.

**Fiscal Impact**

Funding resource name: GP -- not to exceed \$150,380 per fiscal year.

**Attachment**

- Employment Agreement

## **EMPLOYMENT AGREEMENT**

### **Preston Thomas, Network Superintendent, High School Network and Executive Director, College & Career Readiness**

In consideration of the mutual promises made herein, the Oakland Unified School District, ("OUSD") a local public entity pursuant to Government Code § 811.2 and by the California Education and Government Codes (hereinafter "District"), and Preston Thomas an individual (hereinafter "Employee"), enter into this Employment Agreement ("Agreement") and agree as follows:

#### **Article 1 Acceptance of Employment and Term**

- 1.1 District hereby employs Employee and Employee hereby accepts employment with the District on the terms and conditions stated herein. The term of employment shall be from November 1, 2015 to June 30, 2017 ("Term"), unless extended in writing by mutual agreement of District and Employee or terminated sooner at the discretion of District.

#### **Article 2 Duties and Obligations of Employee**

- 2.1 Under the direction of the Chief of Schools and in cooperation with other District administrators, the High Schools Network Superintendent and Executive Director, College & Career Readiness is responsible for providing leadership for all of the assigned network schools aligning high schools and other programs, and facilitating the integration of all District resources of assigned schools. In partnership with local community-based organizations and city/county agencies (police, social services, health, juvenile justice), facilitate the optimum use of resources to enable the academic and social emotional success of all students. The Network Superintendent ensures the use of effective instruction in every classroom for every student, every day; the development of safe and supportive schools; and the cultivation of student literacy necessary for success in college and career. The Network Superintendent is responsible for understanding the needs of students, families, and the community of the assigned schools and implementing the best strategies for meeting those needs. The Network Superintendent is responsible for supporting and leading efforts to turn around struggling schools and plays a critical leadership role in transforming each school to a full-service community school model, supporting the District's transition to a full-service community District.
- 2.2 As Executive Director, College & Career Readiness, employee shall continue to lead the District's transformational work to ensure students reach their ultimate potential and graduate from the District college, career and community ready.
- 2.2 Employee shall adhere to and comply with all laws, statutes, regulations, policies and administrative bulletins that presently or prospectively govern District and the conduct of its employees.
- 2.3 District and Employee agree that any intellectual property created by Employee related to or concerning the legal work of the District is owned jointly. Employee shall grant to District the right to share equally in any royalties received by Employee arising out of any

intellectual property created by Employee related to or concerning the legal work of the District.

- 2.4 District may use Employee's name during the term of employment as necessary or convenient without additional compensation to Employee.
- 2.5 Employee warrants and represents that she has the ability and authority to enter into this Agreement, that there are no restrictions or limitations on entering into this Agreement, and that entering into this Agreement will not violate any agreement(s) Employee has with any third parties.

### **Article 3 Obligations of District**

- 3.1 District agrees to defend, indemnify and hold Employee harmless against any claims, demands, actions, lawsuits, losses or damages of any kind or nature arising out of or related to the course and scope of Employee's discharge of his duties as. District may continuously maintain throughout the term of employment adequate insurance for such purpose.

### **Article 4 Compensation**

- 4.1 The salary of Employee shall be fixed at \$150,380 per year, payable on the same schedule as other non-represented senior management employees, or at such other times as the District may provide for the payment of employee salaries. Employee shall be entitled to a 3% increase effective July 1, 2016 if the base salary have not increase as a part of an across the board increase for unrepresented, management employees. Employee shall be entitled to salary increases provided to all unrepresented management staff and the stipends to which Employee is eligible.
- 4.2 District shall have the right and obligation to deduct or withhold from compensation due Employee those sums required for applicable federal, state and local income taxes and Social Security taxes.
- 4.3 Employer shall fund Employer's portion of STRS retirement based upon the salary herein.

### **Article 5 Vacation, Sick and Personal Leave**

- 5.1 Employee shall be entitled to twenty (20) annual vacation days with pay. Employee is encouraged to take all vacation days during the year in which such days are earned. At District's option, Employee may be reimbursed annually at his daily rate of pay for any unused days not to exceed twenty (20) per year. Employee shall not accrue more than twenty vacation days annually without the expressed approval of the Employer.
- 5.2 Employee shall be entitled to accrue paid sick leave at the rate of 1.0 days per month up to 12 days per year. If Employee does not utilize the total amount of accrued sick leave authorized during any year, Employee may carry over the unused time to sick leave in the subsequent year.



- 5.3 Employee is entitled to accrue annual paid personal leave at the rate of 5 days per year. If Employee does not utilize the total amount of accrued personal leave authorized during any year, such leave may be carried over to unused sick leave in the subsequent year.

## **Article 6 Employee Health Benefits and Expense Reimbursement**

- 6.1 District agrees to pay directly to Employee's or future existing health, dental and vision providers, not to exceed the maximum benefits afforded to any other employee, the insurance premiums associated with Employee, and his qualified dependents under Internal Revenue Code § 152. District further agrees to maintain during the term of employment long term disability insurance for Employee.
- 6.2 District shall pay the reasonable expenses of Employee to attend appropriate professional and official meetings at the local, state and national level subject to constraints of the budget of the Legal Office.
- 6.3 District shall reimburse Employee, pursuant to the policies and practices of District, the necessary costs and expenses incurred by Employee in performing the duties of, including but not limited to gas, travel, materials, supplies and related expenditures, all of which is properly documented by receipts.

## **Article 7 Termination of Employment**

- 7.1 District and Employee agree Employee shall serve at the pleasure and will of the Superintendent and Employee agree that this Agreement may be terminated by either party for no reason upon thirty days written notice given as provided below.
- 7.2 This employment contract may otherwise be terminated by:
- a. Retirement of Employee.
  - b. Death or disability of Employee. For purposes of this Agreement, "disability" means Employee's inability, by reason of physical or mental infirmity or both, to perform the duties contemplated under this Agreement for a period of 120 consecutive days or 150 days in the aggregate in a consecutive twelve (12) month period. "Disability" shall be determined by a licensed physician acceptable to District and Employee. The physician's fee shall be paid by District. Any termination for disability shall not prejudice any rights under any disability policies benefiting Employee.
  - c. Discharge for Cause. For purposes of this Agreement, "cause" shall mean Employee's (a) conviction (or a *no lo contendre* plea) to any felony; (b) dishonesty in performing his duties under this Agreement; (c) repeated and willful misconduct under this Agreement; or (d) willful neglect of his duties under this Agreement.

Prior to final determination by the Board of Education of cause for termination, Employee must have been given sixty (60) calendar days written notice of such possible action, and of the grounds therefore, and a reasonable opportunity to be heard by the Board of Education in the way of explanation or defense.

7.3 Pursuant to Education Code § 35031, Employee shall be provided written notice at least sixty (60) days in advance of the expiration of his term if she is not to be reemployed.

## **Article 8 Evaluation**

8.1 Employer shall evaluate Employee not less than annually upon a schedule to be determined by Employer. The evaluation and assessment shall be reasonably related to the position description of the Employee and to the goals and objectives of the Board of Education for the year in question.

8.2 In the event that the Superintendent determines that the performance of the Employee is unsatisfactory in any respect, it shall describe in writing and in reasonable detail specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Employee. Employee shall have the right to make a written response to the evaluation and be placed in the personnel file along with the evaluation.

## **Article 9 Changes in Agreement**

9.1 Additional written amendments may be added to the Agreement by mutual consent of the Employee and the Superintendent at any time during the period of this Agreement.

## **Article 10 General Provisions**

10.1 All notices required to be given under this Agreement shall be delivered via hand delivery, by first class mail or via email as follows:

To District:  
Antwan Wilson, Superintendent  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607

To Employee:  
Preston Thomas, Network  
Superintendent, High Schools Network  
Oakland Unified School District  
1000 Broadway, Suite 600  
Oakland, CA 94607

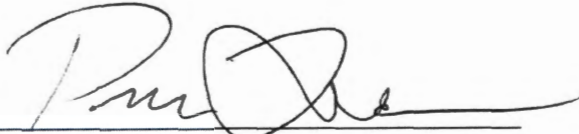
The Superintendent or Employee may change the designated address for the giving of notices by providing to the other amended notice information in writing.

10.2 Any controversy between the District and Employee involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either party served on the other, be submitted to binding arbitration. Arbitration shall comply with and be governed by the provisions of the California Arbitration Act. District and Employee shall agree on the selection of one person to hear and determine the dispute. If the parties are unable to agree on a single arbitrator to hear the dispute, they shall obtain a list of arbitrators from the American Arbitration Association and select the arbitrator by alternative strike method. The arbitration shall be governed by the California Arbitration Act, Code of Civil Procedure § 1280 *et seq.*

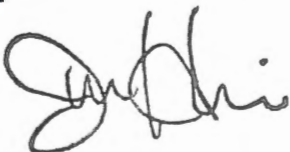
10.3 "Year" as used in this Agreement means a fiscal year, July 1 through and including June 30<sup>th</sup>.


- 10.4 No waiver of any rights or obligations under this Agreement may occur unless provided in writing.
- 10.5 This Agreement constitutes the entire agreement between District and Employee concerning the subject matter of this Agreement. Any prior agreements or understandings between District and Employee concerning the same subject matter not contained within this Agreement are null and void.
- 10.6 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 Board.
- 10.7 If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such a ruling shall remain in force.
- 10.8 This Agreement may be modified or extended only in writing and must be signed by District and Employee.
- 10.9 This Agreement shall be effective upon execution by Employee and the President and Secretary of the Board of Education.
- 10.10 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this Employee does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

**By Employee**

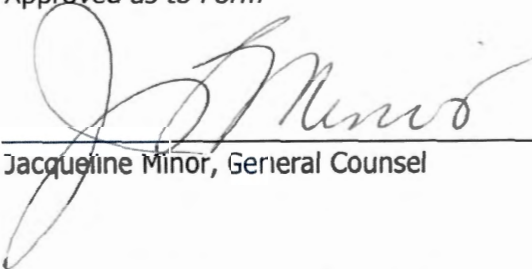
  
\_\_\_\_\_  
Preston Thomas

**By District**

  
By: \_\_\_\_\_  
James Harris  
President, Board of Education  
Oakland Unified School District

  
By: \_\_\_\_\_  
Superintendent and Secretary, Board of Education  
Oakland Unified School District

**Approved as to Form**

  
\_\_\_\_\_  
Jacqueline Minor, General Counsel

File ID Number: 15-226A  
Introduction Date: 10/15/15  
Enactment Number: 15-1853  
Enactment Date: 11/18/15  
By: dm



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** 15-2261

**Department:** Superintendent

**Vendor Name:** Preston Thomas

**Contract Term:** Start Date: 11/01/2015 End Date: 06/17/2017

**Annual Cost:** \$ 150,380.00

**Approved by:** Superintendent

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

This is an employment contract for a current employee who is moving into a management role.

**Summarize the services this Vendor will be providing.**

This is an employment contract for a current employee who is moving into a management role.

**Was this contract competitively bid?** Yes  No

\_\_\_ If No, answer the following:

1) How did you determine the price is competitive?

Compensation is aligned with other employment contracts.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**