

Board Office Use: Legislative File Info.	
File ID Number	20-0703
Introduction Date	4/22/2020
Enactment Number	20-0549
Enactment Date	4/22/2020 os



Memo

To Board of Education

From Jody London, Board President

Board Meeting Date April 22, 2020

Subject Approval of New Employment Agreement for Superintendent Kyla Johnson-Trammell

Action Approval by the Board of Education of a new Employment Agreement with Dr. Kyla Johnson-Trammell to serve as Superintendent for the term July 1, 2020, through June 30, 2023, with a base salary of \$280,000.08 per year plus fringe benefits costs starting at \$79,654.28 (excluding the cost of term life insurance) for 2020-21.

Background Dr. Kyla Johnson-Trammell has served as Superintendent of the Oakland Unified School District since July 1, 2017. Her current 4-year contract would expire on June 20, 2021.

The Superintendent is the chief executive officer and educational leader of the District and is responsible for carrying out the educational, managerial and administrative responsibilities for the care and maintenance of the District. The Superintendent shall administer the District in accordance with the Board’s policies and State and federal laws as they exist or may hereafter be enacted or amended. The Superintendent shall perform those duties, which are required by state law, prescribed by the Board or as necessary for the efficient and effective management of the District.

Discussion The proposed new contract would be for three years (2020-21 through 2022-23) and would replace the current contract. Thus, it would have the effect of extending Dr. Johnson-Trammell’s contracted time as Superintendent of the District by two years. The proposed new contract keeps most of the current contract language in place but there are certain exceptions, including the following:

- The proposed contract modifies the language regarding when and under what conditions Dr. Johnson-Trammell would need to inform the Board President if she were to interview for another position.
- The proposed contract modifies the Supplemental Retirement Plan payments by slightly reducing the amount of the expected payment for 2020-21 but increase the payments thereafter.
- The proposed contract adds an annual longevity incentive payment if she is employed on June 30 of each year.

A summary of the proposed changes to Dr. Johnson-Trammell's compensation can be found as Attachment A to the memorandum. Additionally, Attachment B to the memorandum compares the proposed compensation for Dr. Johnson-Trammell to those of other Superintendents, including those from similarly-sized school districts.

State law requires the Board to report a summary of the salaries or compensation paid in the form of fringe benefits of a local agency executive. Dr. Johnson-Trammell would receive fringe benefits starting at \$79,654.28 for 2020-21, which includes health, vision, and dental insurance; long term disability insurance; life insurance; membership in professional associations; an annual longevity incentive payment (if she is employed on June 30 of each year); a Supplemental Retirement Plan payment (if she is employed on June 30 of each year); and education, travel and cell phone stipends. (This cost does not include the annual cost of the additional term life insurance as it will not be purchased until after the contract is approved.)

Fiscal Impact

Base salary of \$280,000 per year plus fringe benefits starting at \$79,654.28 (excluding the cost of term life insurance) in 2020-21.

Attachment

Summary of Proposed Changes to Dr. Johnson-Trammell's Compensation (Attachment A)

Comparison of Proposed Compensation for Dr. Johnson-Trammell with Superintendents from Similar and Large Schools Districts (Attachment B)

Proposed Employment Agreement with Dr. Kyla Johnson-Trammell (Attachment C)

ATTACHMENT A: SUMMARY OF PROPOSED CHANGES TO DR. JOHNSON-TRAMMELL'S COMPENSATION

		<u>Year 1</u> 2017-18	<u>Year 2</u> 2018-19	<u>Year 3</u> 2019-20	<u>Year 4</u> 2020-21	<u>Year 5</u> 2021-22	<u>Year 6</u> 2022-23
Term	<i>Current</i>	X	X	X	X		
	<i>Proposed</i>				X	X	X
Base Salary¹	<i>Current</i>	\$280,000	\$280,000	\$280,000	\$280,000		
	<i>Proposed</i>				\$280,000	\$280,000	\$280,000
Longevity Pay²	<i>Current</i>	None	None	None	None		
	<i>Proposed</i>				5% of Base Salary (or \$14,000)	6% of Base Salary (or \$16,800)	7% of Base Salary (or \$19,600)
Supplemental Retirement Plan³	<i>Current</i>	None	None	None	10% of Base Salary (or \$28,000)	10% of Base Salary (or \$28,000)	
	<i>Proposed</i>				20% of combined max retirement contributions (or \$27,000)	30% of combined max retirement contributions (or \$40,950)	40% of combined max retirement contributions (or \$55,200)

Compensation that is unchanged from the current contract: Health, vision, dental, disability, or life insurance (“health, vision, dental, long-term disability, and life insurance plans to the same extent as other confidential administrators as determined by the Health Benefits Governance Board”), other benefits (“same benefits provided to confidential administrators”, which includes stipends), and additional life insurance (“term life insurance in the amount of \$1 million dollars”).

¹ The Superintendent’s base salary only increases if there is a raise for all unrepresented/confidential employees. No such raises have been approved by the Board at this time.

² To be paid as a one-time, lump sum payment if the Superintendent is employed by OUSD as the Superintendent on June 30 of that year.

³ There are three retirement accounts in which the Superintendent may make a contribution: the 403(b), the 457(b), and the 401(a). The combined maximum retirement contribution for each year is estimated for 2021 to be \$135,000 (\$57,500 for 403(b) + \$20,000 for 457(b) + \$57,500 for 401(a)), for 2022 to be \$136,500 (\$58,000 for 403(b) + \$20,500 for 457(b) + \$58,000 for 401(a)), and for 2023 to be \$138,000 (\$58,500 for 403(b) + \$21,000 for 457(b) + \$58,500 for 401(a)).

**ATTACHMENT B: COMPARISON OF PROPOSED COMPENSATION FOR DR. JOHNSON-TRAMMELL
WITH COMPENSATION FOR SUPERINTENDENTS FROM SIMILAR AND LARGE SCHOOLS DISTRICTS**

Figure 1. List of similarly-sized and/or large California school districts with estimated Average Daily Attendance (ADA), Unduplicated Pupil Percentage (Undupl. %), 2018 Base Salary, and 2018 Total Compensation, with the data table sorted by ADA.¹

School District Name	ADA	Undupl. %	2018 Base Salary	2018 Total Compensation
Los Angeles USD	453,122	81%	\$204,166	\$373,482
San Diego USD	97,650	62%	\$260,898	\$332,404
Long Beach USD	69,003	70%	\$287,499	\$357,595
Fresno USD	66,762	88%	\$294,020	\$376,436
San Francisco USD*	49,913	60%	\$288,632	\$381,170
Riverside USD*	39,203	66%	\$295,841	\$356,050
San Juan USD*	37,727	54%	\$305,565	\$373,560
Fontana USD*	35,729	87%	\$250,000	\$367,918
Poway USD*	35,284	23%	\$294,312	\$360,751
Irvine USD*	34,308	32%	\$328,018	\$396,179
Fremont USD*	34,285	28%	\$284,910	\$330,208
Oakland USD (Proposed 2020-21)	32,802	76%	\$280,000	\$359,654
Moreno Valley USD*	31,127	84%	\$266,066	\$313,912
Mt. Diablo USD*	29,299	50%	\$280,000	\$357,705
Sacramento City USD*	28,646	72%	\$303,542	\$353,092
San Jose USD*	28,194	49%	\$259,000	\$340,688
West Contra Costa USD*	26,407	74%	\$263,033	\$342,696
Vallejo City USD	10,879	72%	\$234,035	\$289,763
Berkeley USD	9,356	35%	\$260,900	\$308,566

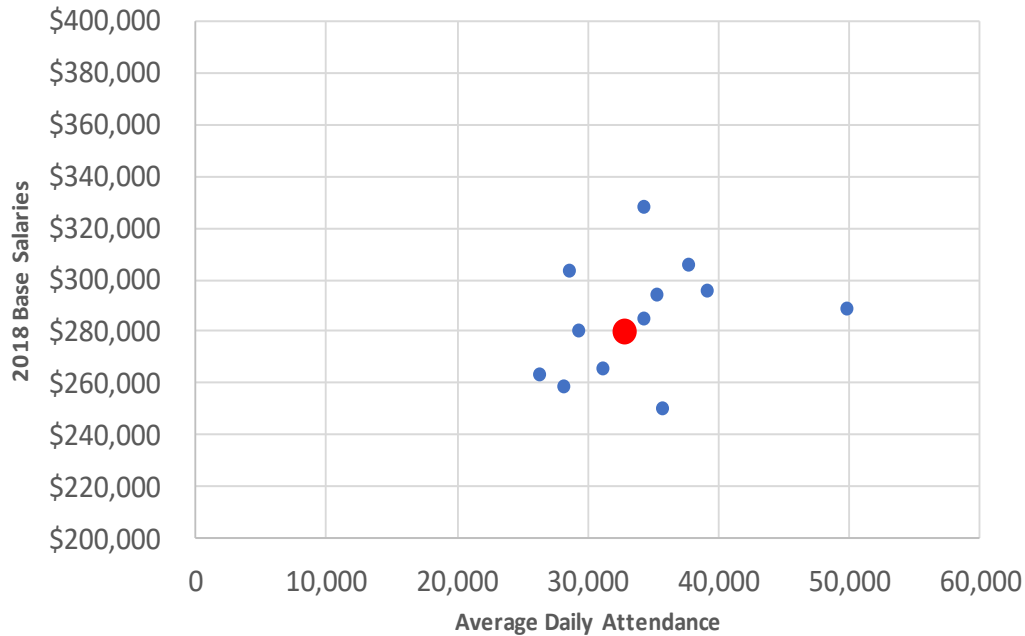
* Similarly-sized districts to Oakland USD

¹ Source for base salary and total compensation is <https://transparentcalifornia.com>. The latest information on base salary and total compensation is from 2018.

**ATTACHMENT B: COMPARISON OF PROPOSED COMPENSATION FOR DR. JOHNSON-TRAMMELL
WITH COMPENSATION FOR SUPERINTENDENTS FROM SIMILAR AND LARGE SCHOOLS DISTRICTS**

Figure 2. Graph comparing average daily attendance with base salary for Oakland USD Superintendent (proposed 2020-21 base salary) and superintendents at similarly-sized districts (2018 base salary), with the data table sorted by salary.²

**Comparison of 2018 Base Salaries of Superintendents in
Similarly Sized Districts to Proposed 2020-21 Base Salary
for OUSD Superintendent**



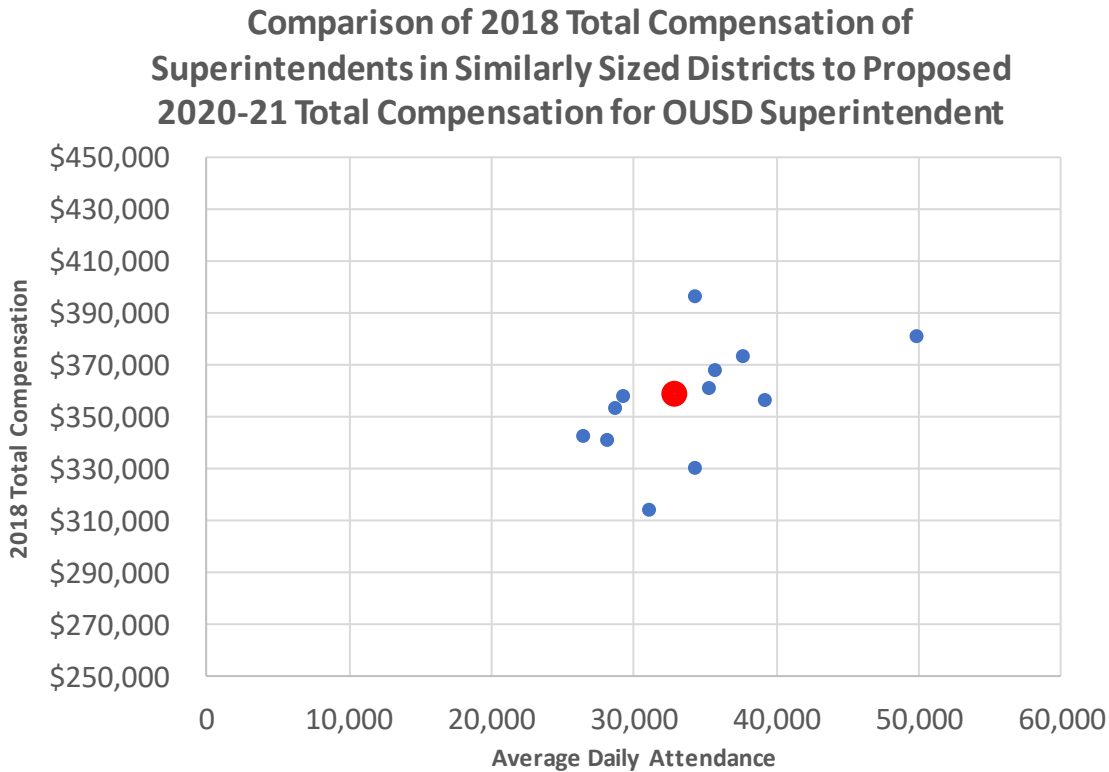
DATA TABLE

Similarly-Sized Districts	ADA	2018 Base Salary
Irvine USD*	34,308	\$ 328,018
San Juan USD*	37,727	\$ 305,565
Sacramento City USD*	28,646	\$ 303,542
Riverside USD*	39,203	\$ 295,841
Poway USD*	35,284	\$ 294,312
San Francisco USD*	49,913	\$ 288,632
Fremont USD*	34,285	\$ 284,910
Mt. Diablo USD*	29,299	\$ 280,000
Oakland USD	32,802	\$ 280,000
Moreno Valley USD*	31,127	\$ 266,066
West Contra Costa USD*	26,407	\$ 263,033
San Jose USD*	28,194	\$ 259,000
Fontana USD*	35,729	\$ 250,000

² Source for base salary is <https://transparentcalifornia.com>. The latest information on base salary is from 2018.

**ATTACHMENT B: COMPARISON OF PROPOSED COMPENSATION FOR DR. JOHNSON-TRAMMELL
WITH COMPENSATION FOR SUPERINTENDENTS FROM SIMILAR AND LARGE SCHOOLS DISTRICTS**

Figure 3. Graph comparing average daily attendance with total compensation for Oakland USD Superintendent (proposed 2020-21 total compensation) and superintendents at similarly-sized districts (2018 total compensation), with the data table sorted by total compensation.³



DATA TABLE

Similarly-Sized Districts	ADA	2018 Total Compensation
Irvine USD*	34,308	\$ 396,179
San Francisco USD*	49,913	\$ 381,170
San Juan USD*	37,727	\$ 373,560
Fontana USD*	35,729	\$ 367,918
Poway USD*	35,284	\$ 360,751
Oakland USD	32,802	\$ 359,654
Mt. Diablo USD*	29,299	\$ 357,705
Riverside USD*	39,203	\$ 356,050
Sacramento City USD*	28,646	\$ 353,092
West Contra Costa USD*	26,407	\$ 342,696
San Jose USD*	28,194	\$ 340,688
Fremont USD*	34,285	\$ 330,208
Moreno Valley USD*	31,127	\$ 313,912

³ Source for total compensation is <https://transparentcalifornia.com>. The latest information on total compensation is from 2018.

**OAKLAND UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
FOR SERVICES OF KYLA JOHNSON-TRAMMELL DISTRICT SUPERINTENDENT**

In consideration of the mutual promises made herein, this Employment Agreement ("Agreement") is intended to set forth the terms and conditions by which the Governing Board ("Board") of the Oakland Unified School District ("District") employees Kyla Johnson-Trammell ("Superintendent") as the District.

1. TERM

The term of this Agreement is for three (3) years, beginning on July 1, 2020 ("Effective Date") and ending on June 30, 2023.

2. REPLACEMENT OF PRIOR AGREEMENT

This Agreement replaces the prior employment agreement between the parties. Upon the signing of this Agreement by all parties, all parties agree that the prior agreement will terminate and be void as of the Effective Date of this Agreement.

3. RENEWAL

Provided the Board and the Superintendent mutually agree and Superintendent has met performance goals, the Board may annually take official action at a noticed, public meeting to extend this Agreement for an additional year.

4. DUTIES AND RESPONSIBILITIES

4.1. The Superintendent is the chief executive officer and educational leader of the District and is responsible for carrying out the educational, managerial and administrative responsibilities for the care and maintenance of the District. The Superintendent shall administer the District in accordance with the Board's policies and State and federal laws as they exist or may hereafter be enacted or amended. The Superintendent shall perform those duties, which are required by law, prescribed by the Board, or as necessary for the efficient and effective management of the District. Such duties include, but are not limited to, the following:

- a. reporting directly to the Board; the Superintendent is directly responsible to the Governing Board of the Oakland Unified School District; the Superintendent facilitates communication and information among the administrators, the Board, staff, parents and community, and sets a positive tone for the District;

- b. directing the day-to-day administration of the District; the Superintendent has the authority to direct and supervise the activities of all District employees, programs, and functions to ensure the effective administration of the total school program;
- c. planning, implementing and evaluating programs regarding the organizational, operational, fiscal and educational functions of the District;
- d. performing the duties of a Superintendent as set forth in Education Code section 35035 and Education Code section 35250;
- e. instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary and expedient in order to affect positive change in the District;
- f. developing and implementing a program of professional development that the Superintendent finds necessary and expedient in order to affect positive changes in the District;
- g. soliciting parental/guardian involvement in the development and implementation of the District's policies, as appropriate;
- h. recommending policies to the Board and reasonably interpreting and implementing policies adopted by the Board;
- i. organizing departments and assigning employees of the District;
- j. developing and implementing administrative regulations that the Superintendent deems necessary for the efficient and effective operation of the school system and that are consistent with the Board's policies, and with state and federal law;
- k. selecting qualified candidates for District employment, unless the position is one which reports wholly or jointly to the Board;
- l. directing, assigning, transferring, evaluating, and dismissing all the employees of the District consistent with the Board's policies, and with state and federal law; the Superintendent shall not create new positions outside of those that are vacant and approved within the adopted budget without Board approval;
- m. accepting all resignations of employees of the District, unless the position is one which reports wholly or jointly to the Board;

- n. assuming responsibility for the overall financial planning of the District, including preparation of the annual budget and the submission of the budget to the Board for review and approval;
 - o. attending and participating in all discussions in all regular, special and executive sessions of the Board. From time to time, the Superintendent may appoint an appropriate administrator to attend such meetings in lieu of the Superintendent with the Board's or Board's designee consent;
 - p. making recommendations on items of business for Board meetings as the Superintendent deems necessary for the efficient and effective operation of the District;
 - q. establishing and implementing a process, including a means and time parameters for keeping the Board up-to-date on developments, initiatives, and issues in the District;
 - r. seeking Board input prior to engaging in work that is not detailed in the Board or Superintendent work plan, and advising the Board of sources of funds that may be available to implement such programs for initiatives; and
 - s. seeking Board input on a desirable organizational structure for leadership positions within central office.
- 4.2. This is an Agreement for the performance of professional services involving a relationship of confidence and is not assignable by either party.
- 4.3. The Superintendent acknowledges and agrees, as provided in Board Bylaw 9124, that the District's General Counsel is appointed jointly by the Board and Superintendent and is a dual report to the Board and the Superintendent.

5. BOARD/SUPERINTENDENT COMMUNICATIONS

- 5.1. The Board and the Superintendent agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other periodic opportunities to discuss Board/Superintendent relationships and communications.
- 5.2. As provided in Board Bylaw 9200 and the Oakland City Charter, no board member may interfere with the performance by the Superintendent of the District of those duties vested in or delegated to the Superintendent of the District by statute or by act of the Board. Such interference specifically includes any attempt

by a board member to order, coerce or influence, publicly or privately, any subordinate, official or employee of the District as to any matter within the authority of the Superintendent under statute or as conferred by the Board through its policies, procedures, resolutions, or minutes of meetings. The Board agrees they shall refer all personnel complaints or other communications concerning the day-to-day administration of the District to the Superintendent for investigation and report to the Board. Individual members of the Board, by virtue of holding office, shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. The Superintendent is neither obligated nor expected to follow the directions or instructions of individual board members, officers, and committees unless the Board has specifically delegated such exercise of authority. Individual board members may submit a request for information to the Superintendent. The Superintendent shall share with the Board criticisms, complaints, and suggestions concerning the District that may come to her attention.

- 5.3. The Board shall provide the Superintendent with periodic opportunities to discuss the Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. As a part of this process, when it is deemed necessary by either the Board or the Superintendent, the District may retain an outside advisor to facilitate this process.
- 5.4. The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies which establish what it expects the schools to accomplish. It is through Board policy and official Board action that the Board gives direction to the Superintendent.

6. SALARY AND BENEFITS

- 6.1. The annual base salary of the Superintendent for 2020-21 shall be \$280,000.08, payable in twelve (12) equal monthly installments. During the term of this Agreement, the Superintendent shall be entitled to salary increases provided to all other District confidential administrators. In addition, the Superintendent shall be eligible for those stipends made available to eligible confidential administrators.
- 6.2. In order to encourage continuity of leadership in the District, the Board wishes to provide additional compensation to the Superintendent to incentivize longevity and provide stability to the District. This longevity payment shall be in the following lump sum amounts on the following dates, provided that the Superintendent is employed as Superintendent on each date under this Agreement:

- On June 30, 2021: 5% of the Superintendent's 2021-22 base salary as determined by this Agreement;
- On June 30, 2022: 6% of the Superintendent's 2022-23 base salary as determined by this Agreement.
- On June 30, 2023: 7% of the Superintendent's 2022-23 base salary as determined by this Agreement.

6.3. Provided that this Agreement is in effect and has not been terminated by either party by June 30, 2021, the District shall contribute the following amounts on the following dates to a Supplemental Retirement Plan ("SRP"), provided that the Superintendent is employed as Superintendent on each date under this Agreement:

- On June 30, 2021: 20% of the aggregate maximum contributions permitted by the Code for a 403(b) plan, 457(b) plan, and 401(a) plan for 2020-21;
- On June 30, 2022: 30% of the aggregate maximum contributions permitted by the Code for a 403(b) plan, 457(b) plan, and 401(a) plan for 2021-22;
- On June 30, 2023: 40% of the aggregate maximum contributions permitted by the Code for a 403(b) plan, 457(b) plan, and 401(a) plan for 2022-23.

The SRP shall be a plan established under Section 403(b)/457(b)/401(a) of the Internal Revenue Code of 1986, as amended. The SRP shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The SRP plan shall be established under a written plan document that meets the requirements of the Code and such document is incorporated herein by reference. The funds for the SRP plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code and California law for the applicable type of plan. The contributions to the SRP shall be contributed to the 403(b) plan, the 457(b) plan, and the 401(a) plan as directed by the Superintendent. The contributions to the SRP and all earnings thereon shall at all times be vested with the Superintendent.

6.4. The Superintendent and her eligible dependents shall be entitled to paid coverage under the District's health, vision, dental, long-term disability, and life insurance plans to the same extent as other confidential administrators as determined by the Health Benefits Governance Board, including without limitation, contributions towards premiums and all co-pay costs required by health care providers.

- 6.5. In addition to the benefits provided in this Agreement, the District will provide the Superintendent the same benefits provided to confidential administrators.
- 6.6. The District, at its cost, shall provide the Superintendent with term life insurance in the amount of \$1 million dollars. Upon termination or expiration of this Agreement, the Superintendent shall be entitled to maintain this insurance by assuming the payments the then applicable premiums applicable to his policy. In addition, the District, at its cost, shall provide the Superintendent with disability insurance at 100% her annual base salary. Both the life insurance policy and disability policy shall be owned by the Superintendent and the premiums for such policy shall be treated as taxable income to her.
- 6.7. Any additional benefits not specified in this Agreement shall be approved by the Board.

7. LEAVE

- 7.1. The Superintendent shall render services in accordance with the District's standard work year for confidential administrators and she shall be entitled to the same holidays as are provided for confidential administrators of the District. In addition, the Superintendent shall be entitled to twenty-five (25) annual vacation days with pay. The Superintendent is encouraged to take all vacation days during the year in which such days are earned. At Superintendent's option, the Superintendent may be reimbursed annually at her daily rate of pay for any unused days not to exceed twenty-five (25) per year. The Superintendent shall not accrue more than twenty-five (25) vacation days annually without the written approval of the Board President. If the Superintendent's vacation balance reaches 25 days, she will stop earning vacation in each month until vacation days are taken. The Superintendent shall provide the Board President with reasonable advance notice of any planned use of vacation days before any vacation is taken. Upon termination or expiration of this Agreement, the Superintendent shall be entitled to receive payment for any accrued and unused vacation days equal to the number of accrued but unused vacation days multiplied by her then daily rate of pay, subject to the limitations on the accrual of vacation days set forth in this paragraph. The Superintendent's daily rate of pay is the Superintendent's then-current annual salary divided by 240.
- 7.2. The Superintendent shall be entitled to accrue paid sick leave at the rate of 1.0 day per month up to twelve (12) days per year. If the Superintendent does not utilize the total amount of accrued sick leave authorized during any year, she may carry over the unused time to sick leave in the subsequent year.
- 7.3. The Superintendent shall be entitled to all other leave, including personal leave, provided to confidential administrators.

8. TRAVEL EXPENSES

The Superintendent shall receive \$750 per month to cover travel- related expenses, including parking, tolls, and mileage, within 100 miles of the District. For travel outside of 100 miles of the District, the Superintendent shall be reimbursed for all reasonable, actual and necessary expenses incurred in the course and scope of executing his professional responsibilities for the District, including reasonable expenses for travel outside the District. The District shall reimburse the Superintendent for automobile travel outside of 100 miles of the District at the mileage rate as provided to all confidential administrators in the District. Any such request for reimbursement shall comply fully with all District rules and requirements relating to expense reimbursements. In the Board's discretion, the District may offer the Superintendent security services which include a driver. In the event of such a determination, the Superintendent will receive those services in lieu of a monthly travel stipend. Any actual and approved District travel expenses incurred by the Superintendent would be reimbursed in accordance with District policy.

9. TECHNOLOGY SUPPORT

The Board shall provide the Superintendent with appropriate equipment that will assist the Superintendent in the performance of her duties and responsibilities. This shall include a cell phone (or equivalent stipend), iPad, laptop, and printer. The District shall own equipment. Upon termination of this Agreement, the Superintendent shall return all District equipment.

10. PROFESSIONAL ACTIVITIES

The Superintendent may engage in outside professional activities, including writing, consulting, and lecturing, with or without honorarium, as long as such activities do not interfere with the performance of her duties as Superintendent. The Superintendent may not serve as a consultant without the prior approval of the Board President, which will not be unreasonably withheld.

11. BUSINESS EXPENSES

The Board shall reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in the course of District's business that are within the District's Board-approved budget. The Superintendent shall provide expense records normally required for reimbursement.

12. PROFESSIONAL GROWTH AND DEVELOPMENT

The Board encourages the Superintendent to maintain and improve her professional competence by all available means including subscription to and reading of professional

journals, participation in professional organizations and meetings, and other continuing education. The District shall pay the Superintendent's membership dues and reasonable related expenses to belong to a reasonable number of relevant professional organizations, including the Association of California School Administrators (ACSA) and the American Association of School Administrators (AASA) or alternatives as otherwise approved by the Board. Prior notice shall be given to the Board when the Superintendent attends a function outside of Alameda County or the San Francisco Bay Area.

13. EVALUATION

- 13.1. No later than June 30 of each year, unless mutually agreed otherwise, the Board and the Superintendent shall jointly establish the Superintendent's Work Plan, the performance goals, and the evaluation form to be used by the Board for the following school year. The Board shall complete the Superintendent's evaluation no later than June 30 of each year. The Board shall provide the Superintendent a copy of the completed evaluation. The Superintendent shall have the right to respond to the Board's written evaluation orally or in writing.
- 13.2. No later than January 31 of each year of this Agreement, the Board and the Superintendent shall meet to discuss and review the Superintendent's progress in meeting the agreed-upon goals.
- 13.3. No later than May 1 of each year of this Agreement, the Superintendent, prior to her evaluation, shall provide the Board a written self-appraisal of her accomplishments and progress toward meeting the agreed-upon goals. After the Board receives the Superintendent's self-appraisal, the Board and the Superintendent shall meet no later than June 1 of each year of this Agreement to discuss the Superintendent's self-appraisal. The Board's evaluation of the Superintendent shall occur as provided in Section 12.1 of this Agreement. Any publication of the Superintendent's progress towards the work plan goals shall be designated as a self-evaluation.

14. TERMINATION

This Agreement may be terminated by the following:

- 14.1. Superintendent's Option to Terminate. Notwithstanding any other provisions of this Agreement, the Superintendent shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than one hundred and twenty (120) days prior to said termination date. The Superintendent and the Board may mutually agree to a termination notice of less than one hundred twenty (120) days. In the event Superintendent opts to terminate, all reasonable efforts shall be made to

have the cessation of services be at the conclusion of a fiscal year. In the event that the Superintendent opts to terminate, the District shall have no obligation to pay the severance as provided in paragraph 13.2 and reserves the right to notify the California Commission on Teacher Credentialing (CCTC) of the early termination.

- 14.2. District's Option to Terminate Without Cause. Notwithstanding any other provision of this Agreement or law, the District, at its sole discretion, shall upon giving ninety (90) days written notice, have the option to terminate this Agreement without cause. If the District elects the option to terminate the Agreement pursuant to this Section, the District shall, within ninety (90) days of giving written notice of termination, pay the Superintendent in one lump-sum payment an amount equal to her current salary of nine (9) months or the salary of the remainder of the Agreement if such remainder is less than nine (9) months. In addition, the Superintendent shall be paid for all accrued but unused vacation days in accordance with Section 6.1 of this Agreement. The Superintendent shall also be provided with all of the other benefits under this Agreement with the exception of vacation and sick days, for a period of nine (9) months. In the event that the Superintendent obtains comparable benefits through another source, the Superintendent shall so notify the District and its obligation to continue those benefits shall cease. The calculation for purposes of the lump-sum payment shall be based upon the rate of base salary excluding stipends in effect on the date of the notice of termination. The Superintendent may elect to receive the termination payments paid on the same monthly installment basis as the Superintendent's salary is currently paid, rather than receive a lump sum payment. This provision applies to any termination without cause of the Superintendent initiated by the Board, or any agent operating on behalf the District.
- 14.3. State Administrator. The parties expressly agree to promptly inform the other of any communications or events that may result in the appointment of an administrator ("State Administrator") to administer some or all of the District's functions or operations. In the event that within the initial two years of the term of this Agreement, the parties are on notice of an appointment of a State Administrator and acknowledging that such appointment was not caused by the Superintendent, the Termination Without cause section (13.2) shall apply and the Superintendent shall be paid the severance terms set forth in that paragraph. The parties have reviewed the provisions of Education Code sections 41320 *et seq.* and acknowledge that this Agreement cannot be implemented contrary to the law. Specifically, the parties acknowledge that, under some fiscal situations, the Education Code requires the termination of the Superintendent and sets the final compensation of the Superintendent. The parties intend for this Agreement to be construed in compliance with such sections. (See Education Code section 41326, subsections (c) and (j).)

14.4. Mutual Agreement. The Board and the Superintendent at any time during this contract may mutually agree to terminate this Agreement. In the event of mutual termination, the District shall have no obligation to pay the severance, provided in paragraph 13.2 unless it otherwise agrees in writing.

14.5. By the Board for Cause.

13.5.1. The Board may elect to terminate this Agreement for cause upon sixty (60) days written notice to the Superintendent. Cause shall constitute conduct enumerated in Education Code section 44932 and shall specifically include, but not be limited to, the following: (a) a conviction for, indictment regarding (or procedural equivalent), or the entering of a guilty plea (or plea of nolo contendere) to, any crime with respect to which imprisonment is a possible punishment (whether or not actually imposed), which involves moral turpitude; (b) an act that is defined as moral turpitude under state or federal law and that is materially and demonstrably injurious to the District; (c) willful malfeasance or gross negligence in the performance of duties pursuant to this Agreement that are materially and demonstrably Injurious to the District; (d) an act of fraud, embezzlement or theft; (e) material breach of any material term of this Agreement or repeated, willful failure or refusal to perform any material obligation or duty pursuant to this Agreement that has not been cured within 30 days after written notice by the Board; and (f) persistent, willful violation of the school laws of the state or reasonable regulations of the State Board of Education.

13.5.2. Dismissal for cause shall be effective upon action taken by majority vote of the Board at a closed session of the Board. With the exception of any salary and benefits accrued prior to Board action, all salary and benefits provided for in this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to Board action shall be paid to the Superintendent within thirty (30) days of Board action.

13.5.3. Prior to any Board action, the Board shall provide the Superintendent notice in writing of possible termination for cause, including reasons for proposed termination for cause, at least 15 days prior to the Board meeting to discuss and take possible action to terminate the Superintendent for cause. The Superintendent shall have the opportunity to appear before the Board with her counsel and to present evidence at the meeting to discuss and take possible action to terminate the Superintendent for cause. Within five days of the Board's decision to terminate the Superintendent, the Board shall provide the

Superintendent a written decision, including reasons, for terminating the Superintendent for cause.

15. MEDICAL EVALUATION

In light of the unique nature of the professional duties of Superintendent, Superintendent shall receive, at District expense, a complete medical examination prior to February 15 of each Contract Year. The examination shall be conducted by a licensed physician selected by Superintendent. The written statement which shall be provided to Board shall be limited to the physician's determination of the continued fitness of Superintendent to perform the duties required under the Contract, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Superintendent to submit to a fitness for duty exam at any time, or as otherwise permitted by law.

16. JOB SEARCH NOTICE

If, at any time during the term of this Agreement, the Superintendent is selected for a final interview for any other employment position, the Superintendent shall notify the Board President within 3 days in writing upon being selected for a final interview. However, if the Superintendent agrees to interview for another position (not only a final interview) during the months of July through December, the Superintendent shall notify the Board President within 3 days in writing.

17. NON-SOLICITATION OF EMPLOYEES

Without the prior written consent of the District, upon termination or expiration of this Agreement, the Superintendent shall not directly recruit or hire the District's personnel away from the District. This does not prevent Superintendent from hiring any such person who contacts her on his or her own initiative without any direct solicitation by or encouragement from or on the behalf of the Superintendent.

18. SELECTION OF EMPLOYEES

The Superintendent will follow District policies, protocols and agreements in selecting the best qualified candidates for employment and promote practices that are free of conflicts of interest or the appearance of impropriety. In accordance with the District's hiring of relatives policy, the Superintendent will not select or recommend for appointment any of her relatives without the permission of the Board. In addition, the Superintendent will not select or recommend for appointment in senior leadership persons who are related to others in the District which could involve or be perceived to involve management, supervisory, evaluation, promotion responsibilities, or other decisions impacting the employment of a relative without the permission of the Board.

The Superintendent also shall not recruit individuals who are related to other candidates for District jobs without the permission of the Board.

19. APPLICABLE LAWS

This Agreement is subject to all applicable laws and regulations of the State of California, to the rules and regulations of the State Board of Education, and to the rules, regulations, and policies of the District, except as otherwise stated herein. Said applicable laws, rules, regulations, and policies are hereby made part of the terms and conditions of this Agreement as though fully set forth herein.

20. MEDIATION

Before filing a lawsuit in respect of a dispute under this Agreement, a party claiming to be aggrieved ("aggrieved party") must first notify the other party ("other party") of its claim and initiate mediation under the mediation rules of the Judicial Arbitration and Mediation Service ("JAMS") unless the parties within thirty (30) days of the aggrieved party's notice agree upon a neutral mediator and a timetable for the mediation. If the parties cannot so agree, the mediation will be initiated by the aggrieved party and conducted by JAMS and each party will use its best efforts to mediate the dispute as expeditiously as possible. Unless (a) such mediation has been unsuccessful in resolving the dispute or (b) the other party has unreasonably delayed the mediation, the aggrieved party cannot file a lawsuit in respect of the dispute. The costs of mediation shall be borne equally by both parties.

21. ENTIRE AGREEMENT

It is expressly understood by both parties that any previous letter, email, or any other communication, whether oral or in writing, between the parties is null and void and of no legal force or effect. This Agreement constitutes the full and complete understanding between the parties hereto, and its terms can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.

22. SEVERABILITY CLAUSE

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 full force and effect.

23. NOTICES

Any notice required or permitted under this Agreement will be in writing and deemed to have been duly given on the date of service if served personally, or on the third day after mailing if mailed, first class postage prepaid, return receipt requested, and

addressed to the addressee at the address stated opposite his or her name below, or at the most recent address specified by written notice given to the sender by the addressee under this provision.

24. LIMITATION OF DAMAGES FOR BREACH

The parties agree that in the event of breach of this Agreement, the damages for such breach shall not exceed the sums due as compensation under this Agreement in accordance with the limitations set forth in California Government Code Section 53260 *et seq.*

25. INDEMNIFICATION OF SUPERINTENDENT

In accordance with the provisions of California Government Code Section 995, the Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope and course of her employment; and provided further, that such liability coverage is within the authority of the Board to provide under California law. The Board shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this Contract and any extensions thereof and after her employment with the District ends. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. If, in the opinion of legal counsel to the District or counsel to the insurance carrier to the District, a conflict exists with regards to providing a defense to Superintendent under the District's insurance policy and the insurance carrier and/or the District does not provide and assign separate counsel to represent the Superintendent, then the Superintendent may engage separate legal counsel for which the District shall indemnify the Superintendent for costs and legal fees to such items for which the District has agreed to provide indemnification as stated above. Those costs and legal fees shall not exceed reasonable rates and amounts, provided that such legal costs and fees are not recoverable by the Superintendent under any other insurance or professional association membership. This Section 20 shall survive termination of this Agreement.

26. WAIVERS

No delay or omission on the part of either party in exercising any rights under this Agreement constitutes a waiver of the right or of any other right. A waiver or estoppel found in one instance does not constitute a waiver or estoppel in another instance, whether the circumstances are the same or different.

27. SIGNATURES

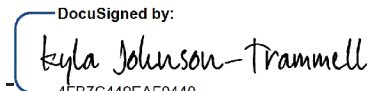
This Agreement and all amendments and supplements to it may be executed in two or more counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representatives, affix their signatures to this Agreement.

OAKLAND UNIFIED SCHOOL DISTRICT

By 

JODY LONDON
President

By 

4FB7C449EAF0440...
KYLA JOHNSON-TRAMMELL
Superintendent

Approved as to Form

By 

JOSHUA R. DANIELS
General Counsel

Certificate Of Completion

Envelope Id: FE1F80AF09D348D883F795ABDBF54D37	Status: Completed
Subject: Please DocuSign: Kyla Johnson-Trammell Contract - Oakland USD (updated).pdf	
Source Envelope:	
Document Pages: 14	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Mason Moses
Time Zone: (UTC-06:00) Central Time (US & Canada)	PO BOX 2800
	Omaha, NE 68103-2800
	mmoses@tcgservices.com
	IP Address: 34.239.28.209

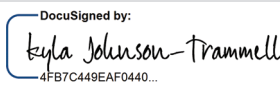
Record Tracking

Status: Original 4/18/2020 7:13:01 PM	Holder: Mason Moses mmoses@tcgservices.com	Location: DocuSign
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Signer Events

Kyla Johnson-Trammell
kjrenee76@gmail.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 69.181.3.42
Signed using mobile

Timestamp

Sent: 4/18/2020 7:13:43 PM
Viewed: 4/18/2020 8:02:47 PM
Signed: 4/18/2020 8:09:13 PM

Electronic Record and Signature Disclosure:
Accepted: 4/18/2020 8:02:47 PM
ID: 457cbfbc-86d2-4ed1-bc87-6ca18a173945

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/18/2020 7:13:43 PM
Certified Delivered	Security Checked	4/18/2020 8:02:47 PM
Signing Complete	Security Checked	4/18/2020 8:09:13 PM
Completed	Security Checked	4/18/2020 8:09:13 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, TD Ameritrade Institutional (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact TD Ameritrade Institutional:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: techservices@tdameritrade.com

To advise TD Ameritrade Institutional of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at techservices@tdameritrade.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from TD Ameritrade Institutional

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to techservices@tdameritrade.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with TD Ameritrade Institutional

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to techservices@tdameritrade.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify TD Ameritrade Institutional as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by TD Ameritrade Institutional during the course of my relationship with you.