

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Office of the State Administrator**

October 31, 2007

**TO:** Vincent Matthews, State Administrator  
Board of Education

**FROM:** Leon Glaster, MBA  
Interim Chief Financial Officer

**SUBJECT:** Approval of Chief Financial Officer Employment Contract with Leon Glaster

**ACTION REQUESTED:**

Approval by State Administrator of Chief Financial Officer Employment Contract Between the Oakland Unified School District and Leon Glaster to provide services in the position of Chief Financial Officer (CFO); for the period of October 1, 2007 through September 30, 2008 in the amount not to exceed \$176,015.00.

**BACKGROUND:**

Leon Glaster is to provide the District services per the CFO Position Description attached hereto as Attachment 1 and Contract Agreement – Attachment II.

**FISCAL IMPACT:**

In consideration of the services provided in the employment contract, Attachment 1, the District is to pay Leon Glaster an annual compensation of \$161,000.00, exclusive of health benefits which are set for the separately, \$15,015.00 for annuity of CFO's choice, in the amount not to exceed \$176,015.00. The District shall have the right and obligation to deduct or withhold from compensation due the CFO those sums required for applicable federal, state and local income taxes and Social Security taxes and other ordinary and customary payroll deductions.

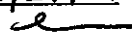
**RECOMMENDATION:**

Approval by State Administrator of Chief Financial Officer Employment Contract Between the Oakland Unified School District and Leon Glaster to provide services in the position of Chief Financial Officer (CFO); for the period of October 1, 2007 through September 30, 2008 in the amount not to exceed \$176,015.00.

**ATTACHMENTS:**

*Attachment I- CFO Position Description*  
*Attachment II – Contract Agreement*

**LEGISLATIVE FILE**

File ID No. 07-1206 v2  
Introduction Date 10-31-07  
Enactment No. 67-1131  
Enactment Date 10/31/07  
By 

## ATTACHMENT II

### **CHIEF FINANCIAL OFFICER EMPLOYMENT CONTRACT**

This employment agreement ("Agreement") is made between the State Administrator of the Oakland Unified School District on behalf of the District and Leon Glaster. The District seeks to secure Mr. Glaster's services as the Chief Financial Officer ("CFO"). Mr. Glaster shall hereinafter be referred to in this Agreement as the CFO.

#### **1. TERM**

##### **1.1**

The term of this Agreement shall be from October 1, 2007 through September 30, 2008, subject to the terms and conditions hereinafter set forth. This Agreement can be extended and/or modified by mutual written agreement of the parties, as necessitated by the conditions present in the District. If the Agreement is not extended in writing or terminated pursuant to section 8 herein, the contract shall automatically expire at the end of the contract term.

#### **2. COMPENSATION**

##### **2.1**

The CFO's annual compensation shall be One Hundred and Sixty-One Thousand Dollars (\$161,000), exclusive of health benefits which are set forth separately below, plus Fifteen Thousand and Fifteen Dollars (\$15,015) the latter sum to be paid into an annuity of the CFO's choice, for a **total of One Hundred And Seventy-Six Thousand And Fifteen Dollars (\$176,015)**. The CFO's compensation shall be paid in monthly on the same schedule as the District's other non-represented confidential senior management employees. The District shall have the right and obligation to deduct or withhold from compensation due the CFO those sums required for applicable federal, state and local income taxes and Social Security taxes and other ordinary and customary payroll deductions.

##### **2.2**

The CFO and his qualified dependents under Internal Revenue Code § 152, shall be entitled to participate in the District's health, dental and vision plans the same as other non-represented confidential senior management of the District, with such benefits not to exceed the maximum benefits afforded to any other non-represented senior management employees of the District. The District further agrees to maintain during the term of employment long term disability insurance for the CFO as provide for other non-represented senior management employees of the District.

##### **2.3**

The District shall provide the CFO with a stipend of Five Hundred Dollars (\$500) per month for mileage.

2.4

The District shall pay the CFO a monthly stipend of Fifty Dollars (\$50) per month for cell phone service.

2.5

The District shall pay the CFO's annual membership up to Twelve Hundred Dollars (\$1,200) per year in the American Association of School Administrators.

3.

### **VACATION AND LEAVE**

3.1

The CFO shall be entitled to 5 days of annual paid personal leave per year. The CFO is encouraged to use his personal leave annually. If he 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.

3.2

The CFO shall be entitled to accrue annual paid sick leave at rate of one day per month. If the CFO does not utilize the total amount of accrued sick leave authorized during any year, he may carry over the unused time to sick leave in the subsequent year.

3.3

The CFO shall be entitled to twenty (20) annual vacation days with pay. He is encouraged to take all vacation days during the year in which such days are earned. The CFO may carry over no more than twenty (20) days annually without the expressed approval of the Employer.

4.

### **WORK SCHEDULE**

The CFO's work year shall consist of 261 days per year at 7.5 hours per day. The District agrees that the CFO shall be allowed to telecommute one day per week.

5.

### **OBLIGATIONS OF THE CFO**

5.1

The CFO shall adhere to and comply with all laws, statutes, regulations, policies and administrative regulations that presently or prospectively govern the District and the conduct of its employees.

5.2

The CFO warrants and represents that he 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) he has with any third parties.

6.

**OBLIGATIONS OF EMPLOYER**

6.1

The District shall provide the CFO with the office, equipment, material, and resources reasonably necessary to fulfill the duties, responsibilities and obligations of his position, and shall provide the standard issue of equipment for District department heads.

6.2

The District agrees to defend, indemnify and hold CFO 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 his discharge of his duties as the CFO including allegations of professional incompetence.

7.

**EVALUATION**

7.1

The State Administrator shall evaluate the CFO not less than annually upon a schedule to be determined by the District. The evaluation and assessment shall be reasonably related to the Position Description of the CFO, the goals and objectives of the Board for the year in question, and the deliverables referenced in Paragraph 5, above.

7.2

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

8.

**TERMINATION OF EMPLOYMENT**

8.1

The parties agree that the CFO shall serve at the pleasure and will of the State Administrator. The parties further agree that this Agreement may be terminated by either party for no reason upon sixty (60) days written notice. This Agreement shall supersede all Board policies which may otherwise govern this provision.

8.2

This employment Agreement may also be terminated by:

- a. Retirement of the CFO.
- b. Death or disability of the CFO. For purposes of this Agreement, "disability" means the CFO'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 the parties. The physician's fee shall

be paid by District. Any termination for disability shall not prejudice any rights under any disability policies benefiting the CFO.

- c. Discharge for Cause. For purposes of this Agreement, "cause" shall mean the CFO'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.

**9. CHANGES IN AGREEMENT**

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

**10. APPLICABLE LAW**

This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Should any provision of this Agreement be deemed invalid, the remainder of the Agreement shall nevertheless be binding and effective. The parties agree to engage in binding mediation of any dispute arising out of this Agreement, with each party to bear its own costs.

**11. GENERAL PROVISIONS**

**11.1**

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

To Employer:	To Employee:
State Administrator	Leon Glaster
Oakland Unified School District	Home Address
1025 Second Avenue, Rm. 320	
Oakland, CA 94606	
Phone: (510) 879-8000	

The parties may change the designated address for the giving of notices by providing to

**11.2**

Any controversy between the parties 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. The parties 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.*

11.3

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

11.4

No waiver of any rights or obligations under this Agreement may occur unless provided in writing.

11.5

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement. Any prior agreements or understandings between the parties concerning the same subject matter not contained within this Agreement are null and void.

11.6

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.

11.7

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.

11.8

This Agreement may only be modified or extended in writing and must be signed by the parties.

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11.9

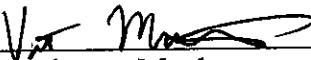
The effective date of this Agreement is October 1, 2007.

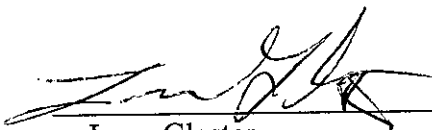
**SIGNATURES**

Date: October 31, 2007

Date: October 31, 2007

Oakland Unified School District

By:   
Vincent Matthews  
Interim State Administrator

  
Leon Glaster