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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
**Board Meeting Date** April 11, 2018  
**Subject** Employment Agreement - Marcus Battle

**Action Requested** Approval by the Board of Education of the Employment Agreement between the District and Marcus Battle, for the term May 1, 2018 to June 30, 2021 at an annual salary of \$240,000 and estimated fringe benefits (insurance) of \$20,597.52.

**Discussion** The Employment Agreement provides that the Chief Business Officer (CBO) will provide leadership in planning, supervising and directing the business and operations of the District. Functions in an advisory role to the other support programs of the District. The CBO's work includes the formulation of District policies and plans regarding non-instructional operations and resources, monetary policy and the review of all financial aspects of the District to ensure fiscal solvency. In addition, the CBO is responsible for long-range strategic financial and operational planning and budget development. The CBO oversees the following services and divisions: Nutrition Services, Transportation, Facilities, Information Technology, all Financial Services departments and other operational divisions of OUSD as assigned. Serves as the principal advisor to the Board of Education and the Superintendent in matters related to non-instructional areas of the District. Base salary for the services is \$240,000 per year, plus stipends and health and welfare benefits at their current levels.

**Recommendation** Approval by the Board of Education of the Employment Agreement between the District and Marcus Battle, for the term May 1, 2018 to June 30, 2021 at an annual salary of \$240,000 and estimated fringe benefits (insurance) costs of \$20,597.52.

**Fiscal Impact** \$240,000 salary per year, plus estimated fringe benefits (insurance) costs of \$20,597.52; General Fund

**Attachments**

- Employment Agreement



## EMPLOYMENT AGREEMENT

In consideration of the mutual promises made herein, the Oakland Unified School District, a local public entity ("OUSD" or the "District"), and MARCUS BATTLE, 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.
- 1.2 The term of this Agreement is May 1, 2018 through June 30, 2021 ("Term"), unless extended in writing by mutual agreement of District and Employee, or terminated sooner at the discretion of District or Employee.
- 1.3 Employee's work year shall be 261 days which shall be reduced by 20 days of vacation and 14 paid holidays for a total of 227 work days.

### Article 2 Duties and Obligations of Employee

- 2.1 Employee shall serve as the Chief Business Officer for the District. Employee is supervised by and responsible to the Superintendent. Employee shall perform the duties set forth on the job description attached as Exhibit A and incorporated by reference herein.
- 2.2 This is a Confidential Senior Management position of the classified service as defined by Education Code section 45100.5.
- 2.3 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.
- 2.4 As part of the consideration for the compensation set forth in Article 4 of this Agreement, District and Employee agree that any intellectual property created by Employee related to or concerning the legal work of the District is owned jointly between the District and Employee. 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 lawful work of the District.
- 2.5 As part of the consideration for the compensation set forth in Article 4 of this Agreement, the District may use Employee's name likeness during the term of employment as necessary or convenient without additional compensation to Employee.
- 2.6 Employee warrants and represents that Employee 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 her duties. District may continuously maintain throughout the term of employment adequate insurance for such purpose.

**Article 4 Compensation**

- 4.1 The annual salary of Employee shall be fixed at \$240,000 (Two Hundred Forty Thousand Dollars). Salary shall be payable in monthly installments of \$20,000 per month and shall be 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 salary increases provided to all unrepresented management staff and to any stipends for which Employee is eligible which may include the following which are reviewed annually and subject to budgeted funds: annual cell phone allowance of \$600 (annual cell phone allowance), \$7,200 (annual travel stipend), and upon receipt of official college transcripts: \$1,200 (conferred master's degree), \$2,500 (doctoral equivalent (90 semester units beyond a bachelor's degree of which a portion of these 90 units must be from a conferred master's degree)), or \$3,000 for a conferred doctorate.
- 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, unemployment insurance, and Social Security taxes.
- 4.3 Employer shall fund Employer's portion of the California Public Employees' Retirement System (CalPERS) retirement contributions 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. Employee may be reimbursed annually at her daily rate of pay for any unused days not to exceed twenty (20) per year. Employee shall not accrue more than thirty vacation days 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 To the extent provided to other non-represented senior management employees, District agrees to pay the insurance premiums for health, dental and vision providers relating to 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 to the extent provided to other non-represented senior management employees.
- 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 the approval of the Superintendent and constraints of the budget of Employee's department.

## Article 7 Termination of Employment

- 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 the District for no cause, the District shall pay the Employee a severance 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 severance amount shall be an amount equal to the monthly salary of the employee multiplied by 6. In consideration for said payment, if the severance is accepted by the Employee, the Employee shall have waived all past and present claims against the District, District employees and School Board Members that arise in whole or in part during the Employee's employment or severance from employment, including a waiver of all rights and protections under California Civil Code section 1542. Employee as a condition of said payment shall sign an acknowledgement that Employee has agreed to receive the severance amount in exchange for the aforementioned waivers and release of claims. Any payment made under this section shall be made no later than thirty (30) days after the day Employee executes the aforementioned acknowledgement.

Employee Initials: M.B.

- 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 with or without reasonable accommodation 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 *nolo contendere* plea) to any felony or misdemeanor; (b) dishonesty in performing her duties under this Agreement; (c) repeated and willful misconduct under this Agreement; or, (d) willful neglect of her 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 forty five (45) days in advance of the expiration of Employee's term if Employee 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 the District:  
Kyla Johnson-Trammell,  
Superintendent  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607

To Employee:  
Marcus Battle  
Oakland Unified School District  
1000 Broadway, Suite 680  
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 “Year” as used in this Agreement means a fiscal year, July 1 through and including June 30<sup>th</sup>.
- 10.3 No waiver of any rights or obligations under this Agreement may occur unless provided in writing.
- 10.4 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.
- 10.5 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.
- 10.6 If during the term of this Agreement it is found that any clause of the Agreement is illegal under applicable federal, state or local law, it is the intent and desire of the Parties that the remainder of the Agreement shall remain in force.
- 10.7 If any clause of the Agreement is contrary to any applicable federal, state or local law, it is the intent and desire of the parties that the minimum requirements of said applicable law shall apply to this Agreement in lieu of the offending clause. This Agreement shall be effective upon execution by Employee and the President and Secretary of the Board of Education.



**By Employee**

Marcus Battle

**By District**

By:

Aimee Eng  
President, Board of Education

By:

Kyla Johnson-Trammell  
Superintendent and  
Secretary, Board of Education

**Approved as to Form**

Marion McWilliams, General Counsel

File ID Number: 18-0792  
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By:



## **Chief Business Officer (CBO) – Office of the Superintendent**

### **COMPENSATION**

**Salary:** Negotiated based on qualifications and experience

### **BASIC FUNCTION**

The Chief Business Officer (CBO) provides leadership in planning, supervising and directing the business and operations of the District. Functions in an advisory role to the other support programs of the District. The CBO's work includes the formulation of District policies and plans regarding non-instructional operations and resources, monetary policy and the review of all financial aspects of the District to ensure fiscal solvency. In addition, the CBO is responsible for long-range strategic financial and operational planning and budget development. The CBO oversees the following services and divisions: Nutrition Services, Transportation, Facilities, Information Technology, all Financial Services departments and other operational divisions of OUSD as assigned. Serves as the principal advisor to the Board of Education and the Superintendent in matters related to non-instructional areas of the District.

### **REPRESENTATIVE DUTIES**

*(Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to reflect the principal job elements accurately.)*

#### **Essential Functions:**

- Lead and provide sound leadership and direction to fiscal and business services
- Collaborate with the Superintendent, Leadership Team and Board to formulate the District's approach to strategic financial management and business development and execution
- Provide broad financial leadership through advice and counsel, and lead the development and implementation of an integrated strategic financial plan that allows for the successful management of the District
- Support strategic management of the District assisting management in addressing key financial issues
- Manage systems that track financial performance providing forecasts and insightful analyses of financial results
- Facilitate the annual and long-range business planning function, including the selection of measurement tools to assess and evaluate the District's financial and business performance; coordinate and maintain support for integrated annual and long-range business and financial planning
- Analyze the District's short- and long-term financial position and make recommendations to the Superintendent, Leadership Team and Board regarding ongoing organization, integration and effectiveness of various business functions and overall capital structure
- Develop and implement short- and long-term plans and activities to meet both educational and financial goals of the District, including prioritization of resources; analyze the District's financial position, and develop recommendations for immediate and long-range financial management
- Provide strategies and recommendations for ensuring the District's fiscal solvency; ensure integrity of the District's financial reports and solvency in accordance with state and federal law
- Provide leadership to ensure a robust prioritization process to ensure adequate funding for District priorities while also maintaining funds for unanticipated operating costs and capital expenditures; ensure appropriate utilization of resources and adherence to budgets

#### **NON-DISCRIMINATION POLICY:**

*The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.*



## EXHIBIT "A"



### HUMAN RESOURCES SERVICES & SUPPORT

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- Maintain the development and maintenance of a District financial support function that is viewed as transparent, responsive and service-oriented
- Oversee the development and ongoing monitoring of the District's annual operating budget and multiyear financial planning; provide financial information to the Superintendent, Board of Education and other divisions to facilitate decision making
- Provide technical expertise, information, and assistance regarding assigned financial and business operations; formulate and develop policies, procedures, and programs to assure effective management controls
- Provide technical expertise, information and assistance to the Superintendent regarding District budgets and financial and accounting activities; advise the Superintendent of unusual trends or problems and recommend appropriate corrective action
- Provide advice and counsel to the Superintendent, Board of Education, and District staff on matters pertaining to assigned areas of responsibility; prepare reports and recommendations for the Superintendent and the Board of Education, including comprehensive financial data covering all aspects of school finance; advise the Superintendent of business and financial trends or problems, and recommend appropriate corrective action
- Conduct financial analyses, and provide financial data as required for District negotiations; participate in the negotiation process with employee groups when needed; prepare and certify the District's public disclosure, as required by law, on all collective bargaining agreements before they are approved by the Board of Education
- Attend meetings of the Board of Education; present and interpret financial impact of proposals as necessary
- Communicate and collaborate with other District administrators, District personnel, outside organizations, public entities, contractors, the community, and various local, state, and federal agencies to coordinate activities and programs, resolve issues and conflicts, and exchange information; propose, as needed, and monitor District standards of business and financial ethics and professionalism
- Remain current on all laws, rules, regulations, and interpretations of law regarding school finance, fiscal reporting requirements, mandated changes, and District entitlement to federal, state, and local monies; participate in the development of legislation affecting school finance and business management; modify programs, functions, policies, regulations, and procedures to assure compliance with local, state, and federal requirements as appropriate
- Attend and conduct a variety of meetings as assigned; establish and maintain relations/memberships with local, state, and federal agencies and associations to remain current on programs and issues that affect business and financial duties
- Supervise, evaluate, and hold accountable the performance and professionalism of assigned staff; interview and select employees, and recommend transfers, reassignments, terminations, and disciplinary actions; plan, coordinate, and arrange for appropriate training of assigned staff
- Serve as a member of the Superintendent's Cabinet; attend or participate in required District, Board of Education, and committee meetings, and other activities deemed necessary by the Superintendent
- Perform related duties as assigned

#### NON-DISCRIMINATION POLICY:

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## EXHIBIT "A"



### HUMAN RESOURCES SERVICES & SUPPORT

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#### MINIMUM QUALIFICATIONS

##### Training, education, and experience:

- A Master's degree in Business Administration, Public Administration, Finance, Accounting or related field
- Seven (7) years of comprehensive and progressive related experience in fiscal and business management in a large school district or county office of education and three (3) years of senior management responsibility

##### Licenses and other requirements:

- Valid California Driver's License
- Employment eligibility that may include fingerprints, Tuberculosis and/or other employment clearance

#### KNOWLEDGE AND ABILITIES

##### Knowledge of:

- Planning, organization, control, direction, and administration of the financial and business operations of the District
- Federally accepted categorical and general fund guidelines and requirements
- Generally accepted accounting and auditing principles, practices, and procedures
- State and federal regulations for financial management of a public school district
- State, federal and local laws, regulations and court decisions applicable to school business operations and financial management
- Principles and practices of public administration, intergovernmental relations, school business operations and financial management
- Principles, practices, tools and techniques of statistical analysis and project management
- Principles and practices of negotiations and collective bargaining
- Techniques and principles of high-quality customer service, customer relationship management and internal consulting concepts and practices
- Principles and practices of effective leadership, management and supervision
- Principles and techniques of leadership, organization, supervision, budgeting, personnel administration and management
- Principles, practices and trends relating to the full scope of school business management and California educational programs pertaining to school districts and county offices of education
- Laws, rules, regulations relating to school districts
- Principles, practices, and techniques of program and policy development, implementation, monitoring and control; operating programs and guidelines of California's FCMAT (Fiscal Crises and Management Team) or comparable system operating in another state, and AB1200 and AB2756 responsibilities for school districts
- Diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of District students and staff
- Supervisory, organization and management principles and practices
- Correct English usage, grammar, spelling, and punctuation
- Computer software, hardware, and related technology

#### NON-DISCRIMINATION POLICY:

*The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.*



## EXHIBIT "A"



### HUMAN RESOURCES SERVICES & SUPPORT

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#### Ability to:

- Develop strategic goals and translate into tactical operations in a manner which is understandable to all employees
- Plan, organize, control, direct, and administer the financial and business operations of the District
- Provide internal consultation services for business and financial services to the Superintendent of Schools, Board of Education, and District departments
- Analyze District financial requirements, implement effective systems and controls, and make recommendations
- Plan, direct and integrate a broad range of complex business and financial planning, budgeting and service programs and activities
- Oversee preparation and monitoring of District budgets
- Analyze processes and problems, identify opportunities for improvement and follow through on changes, in a timely and consistent manner
- Develop, modify, and direct the implementation of budgetary control and accounting systems
- Critically evaluate financial performance
- Provide creative and effective solutions for meeting the financial needs of the District
- Review existing and pending legislation related to procedural guidelines and District budget program
- Understand, interpret, apply and explain complex state and federal policy, law, regulation and court decisions applicable to school business and financial operations
- Establish and maintain cooperative and effective working relationships with others
- Demonstrate effective written communication skills, including content communication, conciseness, grammar and usage
- Present views in a clear and compelling manner and develop trust and influence as a senior thought leader with a broad relationship base
- Analyze situations accurately, and adopt an effective course of action
- Work independently with little direction
- Plan and organize work to meet schedules and timelines
- Prepare and present clear and concise comprehensive narrative, reports and correspondence to a variety of audiences
- Represent the District in a variety of public settings
- Provide leadership by building, directing and motivating a diverse workforce at all levels in the organization
- Supervise and evaluate the performance of assigned staff
- Operate personal computer, related software, and other office equipment

#### WORKING CONDITIONS

##### Environment:

Office and diverse school site environments; driving a vehicle to conduct work; fast-paced work; constant interruptions

##### Physical demands:

Consistent mental alertness; sitting or standing for extended periods of time; lifting, carrying, pushing, and pulling objects up to 30 pounds, occasionally 30+ pounds; bending and twisting at the waist, reaching overhead, above the shoulders and horizontally; dexterity of both hands and fingers while performing duties; seeing to read, write and use the computer; hearing and speaking to exchange information, in person or on the telephone, and make presentations.

#### NON-DISCRIMINATION POLICY:

*The Oakland Unified School District does not discriminate in any program, activity, or in employment on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, sex, or sexual orientation.*