

Board Office Use: Legislative File Info.	
File ID Number	17-0633
Introduction Date	4/12/17
Enactment Number	17-0401
Enactment Date	4/12/17 er



Memo

To Board of Education
From Devin Dillion, Interim Superintendent
Board Meeting Date April 12, 2017
Subject **Employment Agreement – Jeffrey Godown, Chief of Police, Oakland Schools Police Department**

Action Requested **Approval of Employment Agreement – Jeffrey Godown, Chief of Police, Oakland Schools Police Department, for the term July 1, 2017 to June 30, 2018 at the total base salary of \$180,000 plus costs of fringe benefits of \$5034.24**

Background and Discussion Employee serves as the Chief of Police for the District, and is the chief law enforcement official for the District, responsible for approximately 16 sworn and 90 non-sworn personnel (including non-sworn School Security Officers) performing law enforcement and support activities in the Police Services Department, which includes maintaining safety at over 90 elementary, middle and high schools and District administrative sites throughout the City of Oakland.

The term of this Employment Agreement is July 1, 2017 through June 30, 2018, at an annual salary of \$180,000, plus costs of fringe benefits as stated herein.

Recommendation Approval of Employment Agreement with Jeffrey Godown

Fiscal Impact Funding resource name: General Purpose –not to exceed \$180,000 plus costs of fringe benefits of \$5034.24 per fiscal year.

Attachments Employment Agreement

EMPLOYMENT AGREEMENT

Jeff Godown, Chief of Police, Oakland Schools Police Department

In consideration of the mutual promises made herein, the Oakland Unified School District, a local public entity ("OUSD" or the "District"), and Jeff Godown, 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 July 1, 2017 through June 30, 2018 ("Term"), unless extended in writing by mutual agreement of District and Employee or terminated sooner at the discretion of District.
- 1.3 Employee's work year shall be 261 work days.

Article 2 Duties and Obligations of Employee

- 2.1 Employee shall serve as the chief law enforcement official for the District, responsible for approximately 16 sworn and 90 non-sworn personnel (including non-sworn School Security Officers) performing law enforcement and support activities in the Police Services Department, maintaining safety at over 90 elementary, middle and high schools and District administrative sites throughout the City of Oakland; coordinate and monitor development of school site emergency preparedness and safety plans in accordance with the school community needs and state and federal regulations; coordinate and plan emergency preparedness drills at worksites, including fire drills, earthquake drills, and lockdowns; supervise emergency preparedness and crisis response protocol for the District including the development of worksite emergency preparedness and safety plans and the various components of the safety program and to determine the effectiveness, and implement improvements; respond to District-wide calls in emergency situations; establish and direct command post communication system during crisis and emergency situations; utilize personnel to meet normal and emergency conditions and coordinate staffing with other units, sections, or divisions; coordinate and oversee training and support of school security officers at school sites and work with administrators to address performance issues; conduct periodic inspections of officers during their tour of duty; administer, direct, and review the work of sworn and non-sworn personnel; prepare, contribute to, approve annual performance evaluation reports of District police force, school security officers and non-sworn personnel; partner with Oakland Police Department, as necessary, to investigate crimes, including the collection, analysis, and preservation of evidence; and support the successful implementation of District strategies, initiatives and programs, including but not limited to the Voluntary Resolution Plan with the US Department of Education, Office for Civil Rights, and the African American Male Initiative. This is a Confidential – Management position.

- 2.2 Employee shall adhere to and comply with all laws, statutes, regulations, policies and administrative bulletins that presently or prospectively govern District and the conduct of its employees.
- 2.3 District and Employee agree that any intellectual property created by Employee related to or concerning the legal work of the District is owned jointly. Employee shall grant to District the right to share equally in any royalties received by Employee arising out of any intellectual property created by Employee related to or concerning the lawful work of the District.
- 2.4 District may use Employee's name during the term of employment as necessary or convenient without additional compensation to Employee.
- 2.5 Employee warrants and represents that 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) Employee has with any third parties.

Article 3 Obligations of District

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

Article 4 Compensation

- 4.1 The salary of Employee shall be fixed at \$180,000 per year 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, including without limitation, cell phone, leadership stipend, and 10% stipend for certification and expenses. Employee shall be entitled to salary increases provided to all unrepresented management staff and to any stipends for which Employee is eligible.
- 4.2 District shall have the right and obligation to deduct or withhold from compensation due Employee those sums required for applicable federal, state and local income taxes and Social Security taxes.
- 4.3 Employer shall fund Employer's portion of 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 his daily rate of pay for any unused days not to

exceed twenty (20) per year. Employee shall not accrue more than twenty vacation days annually without the expressed approval of the Employer.

- 5.2 Employee shall be entitled to accrue paid sick leave at the rate of 1.0 days per month up to 12 days per year. If Employee does not utilize the total amount of accrued sick leave authorized during any year, Employee may carry over the unused time to sick leave in the subsequent year.
- 5.3 Employee is entitled to accrue annual paid personal leave at the rate of 5 days per year. If Employee does not utilize the total amount of accrued personal leave authorized during any year, such leave may be carried over to unused sick leave in the subsequent year.

Article 6 Employee Health Benefits and Expense Reimbursement

- 6.1 District agrees to pay directly to Employee's or future existing health, dental and vision providers, not to exceed the maximum benefits afforded to any other employee, the insurance premiums associated with Employee, and her qualified dependents under Internal Revenue Code § 152. District further agrees to maintain during the term of employment long term disability insurance for Employee.
- 6.2 District shall pay the reasonable expenses of Employee to attend appropriate professional and official meetings at the local, state and national level subject to constraints of the budget of 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 District for no cause, Employee shall be entitled to an amount equal to the monthly salary of Employee multiplied by the number of months left of the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than six (6) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 6. No other or additional non-cash settlement may be agreed to, except that health benefits may be continued, limited to the same time restrictions as for cash settlement, or until new employment is found, whichever occurs first. Any payment made under this section shall be made no later than thirty (30) days after the last day of employment.
 - b. Retirement of Employee.
 - c. Death or disability of Employee. For purposes of this Agreement, "disability" means Employee's inability, by reason of physical or mental infirmity or both, to perform the duties contemplated under this Agreement for a period of 120 consecutive days or 150 days in the aggregate in a consecutive twelve (12) month period. "Disability" shall be

determined by a licensed physician acceptable to District and Employee. The physician's fee shall be paid by District. Any termination for disability shall not prejudice any rights under any disability policies benefiting Employee.

- d. Discharge for Cause. For purposes of this Agreement, "cause" shall mean Employee's (a) conviction (or a *no lo contendre* plea) to any felony; (b) dishonesty in performing 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 sixty (60) days in advance of the expiration of her term if he is not to be reemployed.

Article 8 Evaluation

- 8.1 Employer shall evaluate Employee not less than annually upon a schedule to be determined by Employer. The evaluation and assessment shall be reasonably related to the position description of the Employee and to the goals and objectives of the Board of Education for the year in question.
- 8.2 In the event that the Superintendent determines that the performance of the Employee is unsatisfactory in any respect, it shall describe in writing and in reasonable detail specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Employee. Employee shall have the right to make a written response to the evaluation and be placed in the personnel file along with the evaluation.

Article 9 Changes in Agreement

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

Article 10 General Provisions

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

To District:	To Employee:
Vernon Hal, Senior Business Officer	Jeff Godown
Oakland Unified School District	Oakland Unified School District
1000 Broadway, Suite 680	1011 Union Street
Oakland, CA 94607	Oakland, CA 94607

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

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

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

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

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

10.6 This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board.

10.7 If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such a ruling shall remain in force.


10.8 This Agreement may be modified or extended only in writing and must be signed by District and Employee.


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

By Employee

By: 
Jeff Godown


By District

By: 
James Harris
President, Board of Education

By: 
Devin Dillon
Interim Superintendent and
Secretary, Board of Education

Approved as to Form

Marion McWilliams, General Counsel

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law