

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the State Administrator

October 10, 2007

TO: Vincent Matthews, State Administrator  
Board of Education

FROM: Leon Glaster, MBA  
Interim Chief Financial Officer

**VOID**

SUBJECT: Adoption Chief Financial Officer Consulting Contract with Leon Glaster

**ACTION REQUESTED:**

Ratification by State Administrator of Chief Financial Officer Consulting Contract Between the Oakland Unified School District and Leon Glaster to provide services as a consultant in the position of Chief Financial Officer (CFO); for the period of October 1, 2007 through September 30, 2009 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 work schedule shall be followed as listed hereto as Attachment 2.

**FISCAL IMPACT:**

In consideration of the services provided in the consulting contract, Attachment 1 and 2, 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 not take usual and customary withholding deductions from CFO's annual compensation. The CFO shall be responsible for the payment of his own taxes.

**RECOMMENDATION:**

Ratification by State Administrator of Chief Financial Officer Consulting Contract Between the Oakland Unified School District and Leon Glaster to provide services as a consultant in the position of Chief Financial Officer (CFO); for the period of October 1, 2007 through September 30, 2009 in the amount not to exceed \$176,015.00.

*Attachment 1 & 2*

**LEGISLATIVE FILE**

File ID No. 07-1206  
Introduction Date 10-10-07  
Enactment No. \_\_\_\_\_  
Enactment Date \_\_\_\_\_  
By \_\_\_\_\_

**VOID**

## CHIEF FINANCIAL OFFICER CONSULTING CONTRACT

This consulting contract ("Contract") 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 a consultant in the position as Chief Financial Officer ("CFO"). Mr. Glaster shall hereinafter be referred to in this Contract as the CFO.

### 1. CONTRACT TERM

#### 1.1

The term of this Contract shall be from October 1, 2007 through September 30, 2009, subject to the terms and conditions hereinafter set forth. This Contract can be extended and/or modified by mutual written agreement of the parties, as necessitated by the conditions present in the District.

#### 1.2

This Contract shall be terminable by either party by providing thirty days written Notice of Termination ("Notice"). If either party terminates this Contract prior to September 30, 2009, the CFO expressly acknowledges that he shall only be entitled to payment for: (a) uncompensated work performed up to the date of the Notice; and (b) work performed, if any, during the Notice period.

### 2. COMPENSATION

In consideration of the performance of the Responsibilities and Deliverables (Section 3) described in this Contract, the CFO shall be compensated as follows:

#### 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 District shall not take usual and customary withholding deductions from CFO's annual compensation. The CFO shall be responsible for the payment of his own taxes.

#### 2.2

The CFO's compensation shall be paid in monthly installments by the fifth District business day of each month and shall be paid one month in arrears. The CFO shall provide a monthly record of his hours to the State Administrator by the 20<sup>th</sup> of each month.

2.3

The District shall pay the cost of the CFO's health coverage under the Kaiser Family Plan. The District also shall pay the cost of family coverage for the CFO to be covered by the District's dental and vision plans.

2.4

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

2.5

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

2.6

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.

2.7

Given that the CFO is not a District employee, he shall not be entitled to paid vacation, the accrual of sick leave, or other days of paid non-service.

3.

### **RESPONSIBILITIES AND DELIVERABLES**

3.1

The CFO's responsibilities shall be as provided in the CFO Position Description attached hereto as Attachment 1 and incorporated by reference herein. The CFO Position Description may be modified at the District's sole discretion upon fourteen (14) days written notice to the CFO.

3.2

The CFO shall be responsible for the following deliverables:

- a) Immediately develop and implement a budget strategy that assures OUSD long-term financial stability while rigorously supporting student achievement;
- b) Deliver state required regularly scheduled financial reports including, but not limited to:
  - i. 1<sup>st</sup> Interim report;
  - ii. 2<sup>nd</sup> Interim report;
  - iii. 3<sup>rd</sup> Interim report;
  - iv. Adoption budget; and
  - v. Unaudited Actuals

- c) The District shall receive a Positive Certification from the Alameda County Office of Education by June 30, 2009 for the 2009/2010 Adoption Budget; and
- d) The District shall obtain an AAA rating from Standards and Poor's by January 31, 2009.

**4. WORK SCHEDULE**

**4.1**

The CFO's on-site work schedule shall be as listed in Attachment 2, which is incorporated by reference herein. The CFO commits to work from the District Administrative Offices at least four days per week for the term of this Contract. His off-site work schedule shall be verified by email communications and telephone logs.

**5. PERFORMANCE EVALUATION**

**5.1**

The District shall evaluate the CFO's performance in writing at 6 month intervals. The performance standards and expectations shall be those contained in the District's customary Executive Performance Evaluation. The Executive Performance Evaluation can be revised at the District's sole discretion upon thirty days' written notice to the CFO.

**6. APPLICABLE LAW**

**6.1**

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

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7.

**COMPLETE AGREEMENT**

7.1

This Contract constitutes the entire agreement between the parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of terms and conditions of the parties. All prior agreements, representations, negotiations and understandings made by the parties, oral or written, express or implied, are hereby superseded.

**SIGNATURES**

Date: September 25, 2007

Date: September 25, 2007

Oakland Unified School District

By: Vincent Matthews  
Vincent Matthews  
Interim State Administrator

Leon Glaster  
Leon Glaster

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of General Counsel  
**APPROVED FOR FORM & SUBSTANCE**  
By: Deborah A. Cook  
Attorney at Law

## Attachment 1

### **Oakland Unified School District CHIEF FINANCIAL OFFICER**

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TITLE: Associate Superintendent Chief Financial Officer  
REPORTS TO: Superintendent  
DEPARTMENT: Educational Support Office  
CLASSIFICATION: Classified Management  
FLSA: Exempt  
WORK YEAR/HOURS: 261 days/7.5 hours  
ISSUED: Revised June 27.2007 SALARY GRADE: Contract

**BASIC FUNCTION:** Develop Oakland Unified School District (OUSD) short and long term financial strategy, policies, and budget. Monitor and maintain financial health of OUSD. Deliver regularly scheduled reports regarding the financial status 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 accurately reflect the principal job elements).  
E = Essential Functions

Set and communicate high level fiscal policy and budget (target spend per category). E  
Determine high level fiscal policy (short and long term) based on District goals. E  
Determine and set target spend for following budget year. E  
Provide direction to budgeting group to ensure that budget meets target spend and fits high level fiscal policy. E  
Present budget to the Board and other stakeholders and revise based on feedback. E  
Provide direction to the budgeting group and others to ensure that enrollment projections are completed and that other key inputs are forecasted such as demographic shifts.  
Ensure cost efficiency by determining fixed and variable costs for the District, and analyzing how costs can be managed in context of changing revenues and cost of inputs. E  
Maximize revenues by developing strategies for increasing revenues from all sources including working with the Director of Development on private funding strategy and proposing efficient use of restricted funds, initiating Bond measures, etc. E  
Determine financial reporting requirements at all levels. E  
Develop appropriate liaisons with government groups, e.g. auditors. E  
Provide direction to the reporting group to ensure report completion and accuracy. E  
Monitor balance sheet and cash flow health, and regularly report on progress. E  
Ensure that Multi-Year Fiscal Recovery Plan is on track. E  
Set long term financial targets, measure and manage performance. E  
Provide direction to shared services regarding assessment and analysis of financial performance against targets. E

## Attachment 1

Review performance and recommend corrective actions. E  
Perform related duties as assigned.

### MINIMUM QUALIFICATIONS:

#### TRAINING, EDUCATION AND EXPERIENCE:

Any combination of education, training and/or experience equivalent to: a Master's degree in business administration, accounting, public administration or a related field, and eight years of progressively responsible fiscal and business management experience.

#### LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

Employment eligibility that may include fingerprints, TB and/or other employment clearance.

#### KNOWLEDGE AND ABILITIES:

##### KNOWLEDGE OF:

Financial analysis, accounting methods, financial systems. (Financial Expert)

Financial reporting requirements

Budget preparation and control

State and federal regulations for financial management of a public school district

##### ABILITY TO:

Critically evaluate financial performance (Auditor)

Ensure that financial reporting requirements are met

Be the architect of a long term financial plan (Strategic Thinker)

Deliver a long term financial plan. "Think outside the box" regarding ways to maximize revenues and minimize costs. (Creative Resourcer)

#### WORKING CONDITIONS:

##### ENVIRONMENT:

Office environment; driving vehicle to conduct work, fast-paced work, constant interruptions.

#### PHYSICAL DEMANDS:

Dexterity of hands and fingers to operate a computer keyboard; sitting or standing for extended periods of time; hearing and speaking to exchange information and make presentations; seeing to read and write reports.

**Attachment 2**  
**Contract Schedule Agreement**  
**for Leon Glaster**

<b>On-site working schedule</b>				
<b>October, 2007</b>	<b>March, 2008</b>	<b>August, 2008</b>	<b>January, 2009</b>	<b>June, 2009</b>
1,2,3,4	3,4,5,6,	4,5,6,7	12,13,14,15	1,2,3,4
8,9,10,11	10,11,12,13	11,12,13,14	19*,20,21,22	8,9,10,11
15,16,17,18	17,18,19,20	18,19,20,21		15,16,17,18
22,23,24,25	24,25,26,27	25,26,27,28	26,27,28,29	22,23,24,25
29,30,31	31			
		<b>September, 2008</b>	<b>February, 2009</b>	<b>July, 2009</b>
<b>November, 2007</b>	<b>April, 2008</b>	8,9,10,11	1,3,4,5	6,7,8,9
1,	1,2,3	15,16,17,18	9,10,11,12	13,14,15,16
5,6,7,8	7,8,9,10	22,23,24,25	16*,17,18,19	20,21,22,23
12*,13,14,15	14,15,16,17	29,30,	23,24,25,26	27,28,29,30
26,27,28,29	21,22,23,24			
	28,29,30	<b>October, 2008</b>	<b>March, 2009</b>	<b>August, 2009</b>
<b>December, 2007</b>		1,2	2,3,4,5	2,3,4,5
3,4,5,6	<b>May, 2008</b>	6,7,8,9	9,10,11,12	10,11,12,13
10,11,12,13	1,	13,14,15,16	16,17,18,19	17,18,19,20
17,18,19,20	5,6,7,8	20,21,22,23	23,24,25,26	24,25,26,27
	12,13,14,15	27,28,29,30	30*,31,	31
<b>January, 2008</b>	19,20,21,22			<b>September, 2009</b>
14,15,16,17	26*,27,28,29	<b>November, 2008</b>	<b>April, 2009</b>	1,2,3
21*,22,23,24		3,4,5,6	1,2	14,15,16,17
28,29,30,31	<b>June, 2008</b>	10,11,12,13	6,7,8,9	21,22,23,24
	2,3,4,5	17,18,19,20	13,14,15,16	28,29,30
<b>February, 2008</b>	9,10,11,12		20,21,22,23	
4,5,6,7	16,17,18,19	<b>December, 2008</b>	27,28,29,30	
11,12,13,14	23,24,25,26	1,2,3,4		
18*,19,20,21		8,9,10,11	<b>May, 2009</b>	
25,26,27,28	<b>July, 2008</b>	15,16,17,18	4,5,6,7	
	7,8,9,10		11,12,13,14	
	14,15,16,17		18,19,20,21	
	21,22,23,24			
	28,29,30,31			

\*District I