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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Devin Dillon, Interim Superintendent
Board Meeting Date February 8, 2017
Subject **Kyla Trammell Johnson, Interim Deputy Superintendent, Academics and Social Emotional Learning**

Action Requested **Approval by the Board of Education of Employment Agreement Kyla Trammell Johnson, Interim Deputy Superintendent, Academics and Social Emotional Learning, for the term 2/1/17 to 6/30/17, at the total base salary of \$87,083.33 plus fringe benefits costs of \$17,396.13.**

Background and Discussion Kyla Trammell Johnson, as Interim Deputy Superintendent, Academics and Social Emotional Learning, will report to the Interim Superintendent of Schools. The Interim Deputy Superintendent is responsible for leading and designing the District's systemic and strategic instructional, leadership and equity improvement initiatives, creating a strong structure to support leadership capacity development, establishing and implementing instructional programmatic and organizational parameters to address systemic inequities; accelerate achievement for targeted groups of students (African American, Latino, Pacific Islander, English Language Learners, Special Education, Newcomers), continuing the focus on ELL and Special Education students.

State law (SB-1436) requires the Board to report a summary of the salaries or compensation paid in the form of fringe benefits of a local agency executive. Kyla Trammell Johnson will receive fringe benefits of health insurance and education, travel and cell phone stipends.

Recommendation Approval by the Board of Education of Employment Agreement Kyla Trammell Johnson, Interim Deputy Superintendent, Academics and Social Emotional Learning, for the term 2/1/17 to 6/30/17, at the total base salary of \$87,083.33 plus fringe benefits costs of \$17,396.13.

Fiscal Impact Funding resource name: GP – base salary of \$87,083.33 plus fringe benefits costs of \$17,396.13

Attachment

- Employment Agreement

**OAKLAND UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
FOR SERVICES OF DISTRICT INTERIM DEPUTY SUPERINTENDENT**

This Employment Agreement for Services of District Interim Deputy Superintendent, Academic and Social Emotional Learning ("Agreement") is effective the 1st day of February 2017 and is made and entered into between the GOVERNING BOARD OF THE OAKLAND UNIFIED SCHOOL DISTRICT (the "Board"), on behalf of the OAKLAND UNIFIED SCHOOL DISTRICT (the "District"), and KYLA TRAMMELL JOHNSON (the "Interim Deputy Superintendent" or "Dr. Johnson").

WHEREAS, the Board desires to employ Dr. Johnson as Interim Deputy Superintendent for the District and desires to provide Dr. Johnson with a written contract in order to enhance the administrative stability within the schools, which the Board believes generally improves the quality of the District's overall educational program; and

WHEREAS, the Board and the Interim Deputy Superintendent believe that a written contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the District.

NOW, THEREFORE, the Board and the Interim Deputy Superintendent, for consideration herein, agree as follows:

1. TERM. The Board offers, and Dr. Johnson accepts, employment as the Interim Deputy Superintendent of Schools for the District, for the period from February 1, 2017 to June 30, 2017, subject to the terms and conditions set forth herein.

2. DUTIES AND RESPONSIBILITIES.

2.1 The Deputy Superintendent, Academics and Social Emotional Learning reports to the Superintendent of Schools. The Deputy Superintendent is responsible for leading and designing the District's systemic and strategic instructional, leadership and equity improvement initiatives. More specifically, the Employee leads strategies to improve the academic performance of students and close the achievement gap; create core curriculum, robust learning and high quality instructional supports focused on college and career readiness for all students (including English Language Learners and Special Education students); is responsible for Professional Learning, Leadership development and; high quality, effective instruction; and create strategies and structures to recruit, empower and retain excellent teachers. The Employee also is responsible for creating a strong structure to support leadership capacity development; provide leadership and establish venues for strong collaborations and coordination between departments, Secondary Experience, School Networks and Early Childhood programs; and, supervises instructional leaders. Employee also shall establish and implement instructional programmatic and organizational parameters to address systemic inequities; accelerate achievement for targeted groups of students (African American, Latino, Pacific Islander, English Language Learners, Special Education, Newcomers), continuing the focus on ELL and Special Education students; establish structures to integrate functions in the service of full-service community schools (including an accountability system); collaborate and support strategic initiatives (including African American Male Achievement, Quality Community Schools Development); and, creates the culture of leadership, collaboration, services and supports that generates and sustains full-service community schools throughout the District. Employee shall

have responsibility for sustaining and improving the culture of high academic excellence in all District schools, authority and accountability to implement a vertically aligned curriculum and assessment system, instruction, research and supporting services.

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 legal 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 she 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.

3. SALARY & BENEFITS.

For the period February 1, 2017 through June 30, 2017, Dr. Johnson shall be paid the total base salary of \$87,083.33 for services provided under this Agreement, payable monthly in the same manner as other confidential administrators. Dr. Johnson shall continue to earn, at the current rates, all cell phone, travel, and education stipends that she currently receives in her position as Deputy Superintendent. Employer shall fund Employer's portion of STRS retirement based upon the base salary.

Interim Deputy Superintendent and her dependents, if any, shall be entitled to paid coverage under the District's health, vision, and dental insurance plans, except that the Interim Deputy Superintendent shall pay all co-pays required by health care providers. The District shall not require the Interim Deputy Superintendent to contribute to insurance premium costs, except to the extent required for other confidential administrators.

The District shall provide the Interim Deputy Superintendent with the same life insurance benefits as it does for all other confidential administrators.

4. VACATION & LEAVE.

The Interim Deputy 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 other non-represented managers of the District.

The Interim Deputy Superintendent may retain all accrued but unused leave balances that she currently has with the District as of February 1, 2017. During the term of this Agreement, Interim Deputy Superintendent shall be entitled to ten (10) non-duty days with pay. The Interim Deputy Superintendent is encouraged to take all non-duty days during the year in which

such days are earned. The Interim Deputy Superintendent shall provide the Board with reasonable advance notice of any travel, including any planned use of non-duty days, before any such non-duty days are taken.

The Interim Deputy Superintendent shall be entitled to accrue paid sick leave at the rate of 1.0 days per month. If the Interim Deputy 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.

5. EXPENSES. The Interim Deputy Superintendent shall be reimbursed for all reasonable, actual and necessary expenses incurred in the course and scope of executing her professional responsibilities for the District, except which is covered by an applicable stipend. Any such request for reimbursement shall comply fully with all District rules and requirements relating to expense reimbursements.

6. TERMINATION. This Agreement may be terminated by the following:

6.1 Death of the Interim Deputy Superintendent.

6.2 By the Board without cause.

The Board may elect to terminate this Agreement, without cause, upon thirty (30) days written notice to the Interim Deputy Superintendent. Prior to exercising this option, the Board shall provide the Interim Deputy Superintendent with an opportunity to meet with the Board to discuss its intentions. However, no cause need be alleged or demonstrated by the Board. In the event that this Agreement is terminated by the Board without cause, Dr. Johnson shall be allowed to return to her former position as Lead Network Superintendent upon request, for the period July 1, 2017 to June 30, 2019, and subject to all of the terms and conditions of that contract.

6.3 By the Board for cause.

The Board may elect to terminate this Agreement for cause upon thirty (30) days written notice to the Interim Deputy Superintendent. Cause shall constitute conduct, which the Board decides is seriously prejudicial to the District, including, but not limited to, the grounds enumerated in Section 44932 of the California Education Code and specifically including the following: (a) the Interim Deputy Superintendent's 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 or which might, in the sole opinion of the Board cause embarrassment to the District; (b) the Interim Deputy Superintendent engages in acts which are defined as moral turpitude under state or federal law and cause embarrassment to the District; (c) actions by the Interim Deputy Superintendent during the term of this Agreement involving willful malfeasance or gross negligence in the performance of the Interim Deputy Superintendent's duties hereunder which could be materially and demonstrably injurious to the District; (d) the Interim Deputy Superintendent's commission of an act of fraud, embezzlement, theft or material dishonesty against the District; (e) the Interim Deputy Superintendent's material breach of any material term of this Agreement or her willful failure or refusal to perform any material obligation or duty as required by this Agreement that has not been cured within 30 days after written notice of such noncompliance has been given to the Interim Deputy Superintendent by the Board; and (f) the Interim Deputy Superintendent's persistent violation of or refusal to obey the school laws of

the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the Board, or any other cause listed in the California Education Code.

Cause shall also constitute unsatisfactory performance provided the Board complies with all of the following conditions: (a) the Board shall be responsible for specifically identifying the material deficiencies and advising the Interim Deputy Superintendent with specificity of what she would need to do to remediate said material deficiencies; (b) a majority of the Board determines that the performance of the Interim Deputy Superintendent continues to be materially unsatisfactory even after receiving notice of material deficiencies; and (c) the Board provides the Interim Deputy Superintendent with written notice of the termination at least forty-five (45) days prior to the effective day of termination.

Dismissal for cause shall be effective upon action taken by the Board, and 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 said action shall be paid to the Interim Deputy Superintendent within thirty (30) days of said action.

Timely notice of discharge for cause shall be given in writing and the Interim Deputy Superintendent shall be entitled to appear before the Board to discuss such charges. If the Interim Deputy Superintendent chooses to be accompanied by legal counsel at such meeting, she shall bear any fees and/or costs therein involved. Such meeting shall be conducted in closed session unless specifically prohibited by law. The Interim Deputy Superintendent shall be provided a written decision describing the results of the meeting. Discharge of the Interim Deputy Superintendent pursuant to this Agreement may be accomplished by a majority vote of the Board.

6.4 By the Interim Deputy Superintendent at any time during this Agreement by providing the Board with thirty (30) days written notice.

6.5 By mutual agreement between the Board and the Interim Deputy Superintendent at any time.

6.6 By expiration of the term of this Agreement on June 30, 2017. No further notice is required for this Agreement to terminate at the end of its term. Upon expiration of the term of this Agreement, Dr. Johnson shall be allowed to return to her former position as Lead Network Superintendent upon request, for the period July 1, 2017 to June 30, 2019 and subject to all of the terms and conditions of that contract.

8. 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.

9. 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.

10. 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.

11. SAVINGS 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.

12. 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.

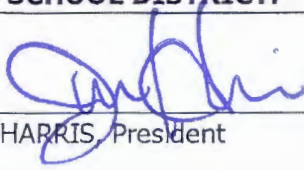
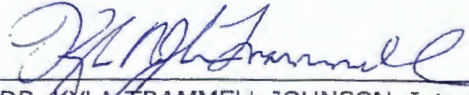

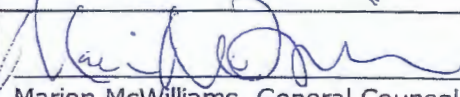
13. INDEMNIFICATION OF Interim Deputy Superintendent. In accordance with the provisions of California Government Code Section 995, the Board shall defend, hold harmless, and indemnify the Interim Deputy Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Deputy 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 Interim Deputy 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 Interim Deputy 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 Interim Deputy Superintendent under the District's insurance policy and the insurance carrier and/or the District does not provide and assign separate counsel to represent Interim Deputy Superintendent, then Interim Deputy Superintendent may engage separate legal counsel for which the District shall indemnify Interim Deputy 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 Interim Deputy Superintendent under any other insurance or professional association membership.

14. 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.

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IN WITNESS WHEREOF, the parties hereto, affix their signatures to this Agreement in Oakland, California.

GOVERNING BOARD OF THE OAKLAND UNIFIED SCHOOL DISTRICT:	DR. KYLA TRAMMELL JOHNSON
By  JAMES HARRIS, President	 DR. KYLA TRAMMELL JOHNSON, Interim Deputy Superintendent
By  DEVIN DILLON, Interim Superintendent & Secretary	 Marion McWilliams, General Counsel Approved As To Form

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By: