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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date January 28, 2015

Subject **Approval of Employment Contract – Aaron Townsend, Deputy Chief Talent of Management**

Action Requested **Approval of Employment Contract – Aaron Townsend, Deputy Chief Talent of Management**

Background Aaron Townsend is the founding principal of CCPA. He has been in Human Resources for three years.

Discussion The Deputy Chief of Talent Management reports to the Chief Talent Officer (CTO) for the District (Brigitte Marshall). The Deputy Chief of Talent Management plans, organizes, manages, and directs the daily operations of assigned HR functions; manages the processes necessary to establish and maintain effective teaching and leadership; collaborates with other departments to implement educator effectiveness; provides leadership and vision to revise systems of growth and development of teacher leaders; manages and directs teacher and principal performance management processes; develops and implements rigorous classified and certificated performance management tools; and performs related duties as assigned. The full job description was approved by the Board as Enactment 14-1851 on November 5, 2014.

Recommendation Approval of the Employment Agreement with Aaron Townsend

Fiscal Impact Funding resource name: GP not to exceed \$146,000 plus the cost of benefits per fiscal year.

Attachment

- Employment Agreement and Board Approved Job Description

EMPLOYMENT AGREEMENT

Aaron Townsend, Deputy Chief of Talent Management

In consideration of the mutual promises made herein, the Oakland Unified School District, ("OUSD") a local public entity pursuant to Government Code § 811.2 and by the California Education and Government Codes (hereinafter "District"), and Aaron Townsend, 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. The term of employment shall be November 1, 2014 to ending June 30, 2016 ("Term"), unless extended in writing by mutual agreement of District and Employee or terminated sooner at the discretion of District.

Article 2 Duties and Obligations of Employee

- 2.1 Employee shall serve as the Deputy Chief of Talent Management. The Deputy Chief of Talent Management collaborates with the Chief Talent Officer (CTO) in championing the strategic direction of programs, policies and services responsive to the human capital needs of the District; develops and implements national best practice strategies; plans, organizes, manages, and directs the daily operations of assigned HR functions; manages the processes necessary to establish and maintain effective teaching and leadership; collaborates with other departments to implement educator effectiveness; provides leadership and vision to revise systems of growth and development of teacher leaders; manages and directs teacher and principal performance management processes; develops and implements rigorous classified and certificated performance management tools; engages labor partners to discuss induction, training, retention and evaluation; and performs related duties as assigned. The full job description was approved by the Board as Enactment 14-1851 on November 5, 2014. The full job description is incorporated by reference as Exhibit A, into this Employment Agreement.
- 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 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 as. 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 \$146,000 per year, 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 a cost of living adjustment equivalent to three percent of his 2014-15 salary, effective July 1, 2016. Employee shall be entitled to salary increases provided to all unrepresented management staff and the stipends to 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 retirement 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. At District's option, 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 his 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 Department budget.
- 6.3 District shall reimburse Employee, pursuant to the policies and practices of District, the necessary costs and expenses incurred by Employee in performing the duties of, including but not limited to gas, travel, materials, supplies and related expenditures, all of which is properly documented by receipts.

Article 7 Termination of Employment

- 7.1 District and Employee agree Employee shall serve at the pleasure and will of the Superintendent and Employee agree that this Agreement may be terminated by either party for no reason upon thirty days written notice given as provided below. In the event the Agreement is terminated for no cause, in accordance with Government Code § 53260, 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. The Superintendent may terminate this Agreement for cause, pursuant to Section 7.2c below, in which case the above shall not apply. Copies of this Agreement and any settlement shall be made available to the public upon request.
- 7.2 This employment contract may otherwise be terminated by:
 - a. Retirement of Employee.
 - b. 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.

- c. 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 his duties under this Agreement; (c) repeated and willful misconduct under this Agreement; or (d) willful neglect of his 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 for the balance of the term hereof, subject to the following: (i) Employee's duty to mitigate such loss through alternative available employment; (ii) offset for Employee's earnings from any active alternative employment or contractual engagements; and (iii) the limitations of Government Code § 53260 (if the remaining contract term exceeds six (6) months). The term "alternative available employment" shall not be construed to require Employee to seek, obtain or mitigate his loss through employment that is not comparable to the position of -, including as it pertains to salary, benefits, duties and responsibilities, or with an employer that is located outside the greater San Francisco Bay Area.

- 7.3 Pursuant to Education Code § 35031, Employee shall be provided written notice at least sixty (60) days in advance of the expiration of his 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:
Antwan Wilson, Superintendent	Aaron Townsend, Deputy Chief
Oakland Unified School District	Oakland Unified School District
1000 Broadway, Suite 680	1000 Broadway, Second Floor
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.

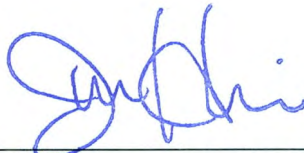
10.9 This Agreement shall be effective upon execution by Employee and the President and Secretary of the Board of Education.

By Employee




Aaron Townsend

By District

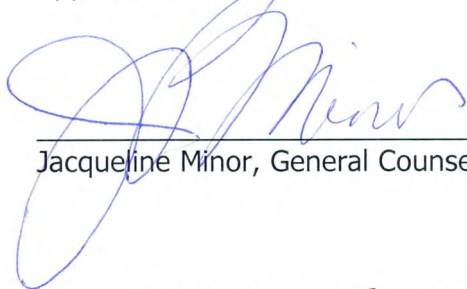
By: 

President, Board of Education
Oakland Unified School District

By: 

Secretary, Board of Education
Oakland Unified School District

Approved as to Form



Jacqueline Minor, General Counsel

File ID Number: 15-0109
Introduction Date: 1/28/15
Enactment Number: 15-0149
Enactment Date: 1/28/15
By: OD

Legislative File	
File ID Number:	14-2175
Introduction Date:	11/05/2014
Enactment Number:	14-1851
Enactment Date:	11/5/14
By:	OA



OAKLAND UNIFIED SCHOOL DISTRICT

Position Description

TITLE:	Deputy Chief, Talent Management	REPORTS TO:	Chief Talent Officer
DEPARTMENT:	Human Resources Services and Support (HRSS)	CLASSIFICATION:	Classified Management, Confidential
FLSA:	Exempt	WORK YEAR/HOURS	261 days
ISSUED:	Created: November 2014	SALARY GRADE:	Contract

BASIC FUNCTION: Under minimum supervision, the Deputy Chief of Talent Management must have the capacity to conceptualize and execute on many levels. Perform professional, highly complex tasks to develop and implement effective talent management practices and principles. Perform independent, specialized tasks in building and retaining a highly qualified workforce in support of schools and departments. The Deputy Chief of Talent Management is empowered to build high quality systems and support to measurably improve District schools by developing and retaining the best educators and staff members.

Maintain confidentiality of all personnel matters; some duties will involve access to confidential information concerning employer-employee relations.

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

Collaborate with the Chief Talent Officer (CTO) in championing the strategic direction of programs, policies, and services that are responsive to the Human Capital needs of the District and that are integrated with the District strategic goals.

Develop and implement national best practice strategies to support effective talent management practices by central office leaders, principals and academic department heads.

Plan, organize, manage, and direct the daily operations of assigned functions within the HRSS department to ensure smooth and efficient delivery of high quality services that comply with laws, policies, and regulations to meet the needs of the District.

Manage the processes to establish and maintain the system wide definitions of effective teaching and leadership in partnership with labor partners.

Collaborate with the other divisions in the integration and implementation of district-wide systems of educator effectiveness.

Provide leadership and vision to revise the systems of growth and development for teachers and leaders, including the systems of evaluation, professional learning, and induction.

Manage and direct improvements to the teacher and principal performance management processes, including evaluation, remediation and dismissal.

Articulate and implement a set of tiered supports to provide all employees with tools to improve performance.

Develop and implement a consistent, calibrated and rigorous comprehensive classified and certificated performance management and evaluation tool for supervisory and management staff at all levels; provide support in the teacher evaluation process.

Collaborate with Chief Talent Officer to lead a team of Human Resources School Partners in providing individual support to principals on a broad range of strategic human resources issues, including employee staffing and retention, employee performance management, employee training and development, and labor and employer/employee relations.

Oversee the creation and implementation of a training and development program for school administrators on progressive talent management strategies and practices for certificated and classified staff.

Oversee implementation of the tenure affirmation process.

Create conditions for sustainable change in certificated and classified induction, training, retention, and evaluation.

Engage Labor partners to discuss induction, training, retention, and evaluation.

Develop an OUSD "grow our own" leadership pipeline, building and strengthening partnerships with local administrative credential programs and other leadership development programs, with an emphasis on developing leadership pipeline that is reflective of OUSD students and families racial, linguistic and cultural diversity.

Collaborate with District staff on the principal community matching process and engage with school communities to form principal recommendation committees; develop protocols for facilitating school communities' engagement with principal selection process.

Collaborate with Teaching and Learning, and Special Education staff to support the development of a Special Education internship credential program and a credential program that supports Special Education teachers to clear their preliminary teaching credential.

Establish a working environment for all District employees which promotes fairness and equity in HR practices and ensures compliance with all Federal and State employment laws and district policies.

Assist with the long-range strategic planning of human resources and talent management goals and objectives and the development of measures of achievement and effectiveness.

Direct the preparation and maintenance of a variety of narrative and statistical reports, records, and files; provide for appropriate research and compile accurate reports to ensure the integrity and credibility of the District.

Assist with reviewing board policies, administrative regulations, proposed legislative and changes to laws concerning personnel practices and ensure implementation within the District; take appropriate action in order to ensure compliance with existing rules and regulations.

Collaborate with internal staff and community partners to provide career guidance, counseling and coaching to certificated and classified staff who need improvement in their current position and employees approaching layoff.

Work with other members of the leadership team to support and execute the goals of the Human Resources Services and Support Department.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

TRAINING, EDUCATION AND EXPERIENCE: Bachelor Degree or its equivalency required (2 years of similar and relevant work level experience = 1 year of college) in Public Administration, Education, Public Policy or Social Sciences or related field. A combination of experience and education may be used to meet the Bachelor Degree requirement; however, the work experience years used to qualify for the Bachelor Degree requirement cannot be used to meet the work requirement.

Five (5) years of experience in school administration, developing performance management and career guidance programs and staff management.

Experience as school administrator and/or in principal leadership development

Experience working in an urban school district preferred

Experience working in or with organizations engaged in a significant reform effort; re-engineering operations and processes; developing new strategies; and leading change initiatives

Demonstrated commitment to high expectations and accountability for human resource objectives and performance levels

Strong collaborative problem-solving skills including the ability to partner with key stakeholders to build consensus and develop innovative solutions that foster resolution

Strong understanding of and experience using technology and automation solutions governing Human Resources

Effective and diplomatic communication skills both verbally and written; experience with public speaking

Demonstrated experience in employment law regulatory knowledge and reporting compliance

Influential experience with labor relations and CBA negotiations

Experience and proficiency with Microsoft Office products (e.g. Excel, Word, Access and PowerPoint)

Master's degree preferred

LICENSES AND OTHER REQUIREMENTS:

Valid California Administrative Services Credential preferred

Valid California Driver's License

Employment eligibility will include fingerprints, tuberculosis and/or other employment clearance

Ability to work evenings and weekends when necessary

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

Strategic direction of the District

Applicable laws, codes, regulations, policies, and procedures including the American With Disabilities Act, Fair Labor Standards Act, Family Medical Leave Act, Due Process, Equal Pay Act, Vietnam Era Adjustment Act, Age Discrimination in Employment Act, Health Insurance Portability Act, Education Code, child abuse reporting requirements, sexual harassment, and other state and federal laws

Employee-employer relations, negotiation techniques and bargaining unit agreements

Methods to interpret, apply, and explain rules, regulations, policies and procedures

Budget preparation, laws, regulations, policies and procedures governing human resources functions

Credentialing procedures, requirements, and rules of the California Commission on Teaching Credentialing

Various District bargaining unit contracts related to employee evaluation

Planning, organization and coordination needed for assigned program

Effective strategies, theories, techniques, and methods of professional development

Diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of District students and employees

Interpersonal skills using tact, patience, and courtesy

Correct English usage, grammar, spelling, vocabulary and punctuation

Principles and practices of effective leadership

Presentation, communication, and public speaking techniques

Principles and practices of supervision and evaluation

Computer software, hardware, and related technology

ABILITY TO:

Think strategically and systemically, and participate in long-term strategic planning

Interpret, implement, and maintain current knowledge of applicable laws, codes, policies, procedures, and District regulations governing work scope

Design, develop and implement broad strategic initiatives and work plans

Page 4 of 4 Deputy Chief, Talent Management

Explain complex problems and solutions in clear, concise and compelling ways

Facilitate discussion and learning activities towards a clear end

Interpret District collective bargaining contract language

Establish and maintain effective working relationships with others of diverse backgrounds, experience, and personalities

Demonstrate cultural competence with diverse groups across race, ethnicity, religion, gender, class, and sexuality

Communicate patience and courtesy in a manner that reflects positively on the organization

Implement plans and evaluate their outcomes

Motivate and support adults to transform their practices

Serve as resource to District administrators and facilitate communication throughout the District

Set goals, work independently and drive results

Produce high quality work, including strong attention to detail

Manage multiple assignments, priorities, and projects in a demanding environment

Solve complex problems and think boldly to maximize new opportunities using a data-driven approach

Adapt to feedback and focus on continuous improvement

Design, conduct and cross-train department personnel

Communicate effectively in English orally and in writing

Operate personal computer, related software, and other office equipment

**WORKING CONDITIONS
ENVIRONMENT:**

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

PHYSICAL REQUIREMENTS:

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.