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Introduction Date	12-11-13
Enactment Number	13-2534
Enactment Date	12/11/13 OZ



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date December 11, 2013

Subject **AMENDMENT-II TO EMPLOYMENT AGREEMENT WITH MARIA SANTOS, DEPUTY SUPERINTENDENT, INSTRUCTION, LEADERSHIP AND EQUITY-IN-ACTION**

Action Requested Approval of Amendment-II to Employment Agreement with Maria Santos

Background Maria Santos' agreement was previously extended to June 30, 2016. The purpose of Amendment II is to make it clear that the position DEPUTY SUPERINTENDENT, INSTRUCTION, LEADERSHIP AND EQUITY-IN-ACTION is certificated.

Discussion The Amendment-II make it clear that the position DEPUTY SUPERINTENDENT, INSTRUCTION, LEADERSHIP AND EQUITY-IN-ACTION is certificated. There are no other changes in the agreement

Recommendation Approval of the Amendment-II to the Employment Agreement with Maria Santos

Fiscal Impact n/a

Attachment

- Amendment-II
- Amendment to Employment Agreement
- Employment Agreement

**AMENDMENT-II TO EMPLOYMENT AGREEMENT
DEPUTY SUPERINTENDENT, INSTRUCTION, LEADERSHIP AND EQUITY-IN-ACTION
OAKLAND UNIFIED SCHOOL DISTRICT**

The purpose of this Amendment-II is to provide that the position **DEPUTY SUPERINTENDENT, INSTRUCTION, LEADERSHIP AND EQUITY-IN-ACTION** is a certificated position in the District and that Maria Santos is certificated. Maria Santos' employment contract with the District is hereby changes to reflect she is certificated.

Except as expressly provided above, the prior Amendment and Agreement are unchanged and are incorporated by reference into this Amendment. This Amendment to the Employment Agreement constitutes the entire understanding and agreement between the Parties. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.


Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this Employee does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

By Employee:

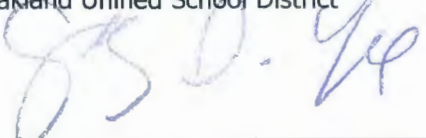
Maria Santos
Maria Santos

Date: November 12, 2013


By District:

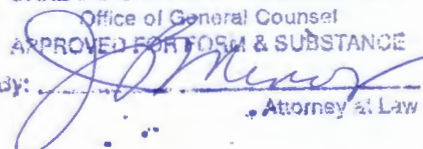
By: 
President, Board of Education
Oakland Unified School District

Date: 12/12/13

By: 
Dr. Gary Yee, Superintendent and
Secretary, Board of Education

Date: 12/12/13

File ID Number: 13-2587
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Enactment Date: 12/11/13
By: 

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

**AMENDMENT TO EMPLOYMENT AGREEMENT
DEPUTY SUPERINTENDENT, INSTRUCTION, LEADERSHIP AND EQUITY-IN-ACTION
OAKLAND UNIFIED SCHOOL DISTRICT**

The Board of Education agrees to extend the term of the Agreement as follows:

The term of employment shall be extended until June 30, 2016, unless extended in writing by mutual agreement of District and Employee or terminated as provided in said Employment Agreement.

Except as expressly provided above, the Agreement is unchanged and is incorporated by reference into this Amendment. This Amendment to the Employment Agreement constitutes the entire understanding and agreement between the Parties. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this Employee does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

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

By Employee:

Maria Santos Date: _____
Dr. Maria Santos

By District:

By: [Signature] Date: 5/22/13
President, Board of Education
Oakland Unified School District

By: [Signature] Date: 5/22/13
Edgar Rakestraw, Jr.
Secretary, Board of Education

File ID Number: 13-1022
Introduction Date: 5-22-13
Enactment Number: 13-0906
Enactment Date: 5-22-13
By:

OAKLAND UNIFIED SCHOOL DISTRICT
Office of Legal Affairs
APPROVED AND IN WITNESS WHEREOF
By: [Signature]
Attorney at Law



EMPLOYMENT AGREEMENT

Maria Santos

Deputy Superintendent, Instruction, Leadership and Equity in Action

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 Maria Santos, 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. In approving and adopting this Agreement, the Governing Board hereby resolves and designates the position of as senior management of the classified service pursuant to Education Code § 45100.5. In entering into this Agreement, Employee hereby acknowledges and agrees that she is a member of the senior management of the classified service and that no other employment classification is applicable to her employment with the District.
- 1.2 The term of employment shall be three years commencing on and ending ("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 Superintendent, Instruction, Leadership and Equity-in-Action for the District, reporting to the Superintendent. In this capacity, Employee shall be responsible for leading and designing the District's systemic and strategic instructional, leadership and equity improvement initiatives. More specifically, for Instruction, Employee shall lead 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); establish a Professional Learning and Leadership Academy for educators and a task force focused on high quality effective instruction; and create strategies and structures to recruit, empower and retain excellent teachers. For Leadership, create a strong structure to support leadership capacity development in academics, operations and community engagement; provide leadership and establish venues for strong collaborations and coordination between departments, Secondary Experience and Achievement Network and P-8 Networks; and, supervise instructional leaders. For Equity-in-Action, 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); establish a task force to assess the quality of instructional supports and services for ELL and Special Education students; lead the design and implementation of sustainable collaborative

structures to integrate functions in the service of full-service community schools (including an accountability system); collaborate in the construction of strategic innovations (including African American Male Achievement, Quality Community Schools Development, Comprehensive Finance Equity Report Efforts (RBB redesigned), Option and School Choice, Single Shared Data Warehouse and Balanced Scorecard); and, create the culture of leadership, collaboration, services and supports that generates and sustains full-service community schools throughout the District. Perform other duties as assigned by the Superintendent.

- 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.

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 and Benefits

- 4.1 The salary of Employee shall be fixed at One Hundred Eighty-Nine Thousand Dollars (\$189,000) 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 salary increases provided to all unrepresented management staff.
- 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 PERS 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 her 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 commence employment with a balance of 118 days of sick leave in acknowledgement of her balance of sick leave with her prior employer(s). Employee shall further 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 Instructional Services.

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. 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 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 forty-five (45) 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 her loss through employment that is not comparable to the position of Deputy Superintendent, 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 forty-five (45) days in advance of the expiration of her term if she 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:
Anthony Smith, Ph.D., Superintendent	Maria Santos, Deputy Superintendent
Oakland Unified School District	Oakland Unified School District
1025 Second Avenue, Third Floor	1025 Second Avenue, Third Floor
Oakland, CA 94606	Oakland, CA 94606
Email: tony.smith@ousd.k12.ca.us	Email: maria.santos@ousd.k12.ca.us

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 OUSD 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:

Maria Santos
 Maria Santos

Date: June 24, 2010

By District:

By: [Signature]
 Anthony Smith, Ph.D.
 Superintendent

Date: 6/24/10

By: [Signature]
 Dr. Gary Yee
 President, Board of Education
 Oakland Unified School District

Date: 6/30/10

By: [Signature]
 Edgar Rakestraw, Jr.
 Secretary, Board of Education
 Oakland Unified School District

Date: 6/30/10

LEGISLATIVE FILE

File ID No. 10-1726
 Introduction Date 6-29-10
 Enactment No. 10-1351
 Enactment Date 6-29-10