| Board Office Use: Legislative File Info. |            |
|--|------------|
| File ID Number                           | 24-2950    |
| Introduction Date                        | 12/11/2024 |
| Enactment Number                         |            |
| Enactment Date                           |            |



# Memo

**To** Board of Education

From Kyla Johnson-Trammell, Superintendent

Tara Gard, Chief Talent Officer

Board Meeting Date December 11, 2024

Subject Amendment to Employment Agreement with Lisa Grant-Dawson

Action 

Approve Amendment to Employment Agreement with Lisa

Grant-Dawson to serve as Chief Business Officer, for the term

December 12, 2024 through June 30, 2026.

Background On June 28, 2023, the District entered into an Employment Agreement

(attached) with Lisa Grant-Dawson to serve as Chief Business Officer

of the District through June 30, 2024.

The proposed amendment would extend the agreement term to June

30, 2026.

**Recommendation** Approval by the Board of Education of a Amendment to Employment

Agreement with Lisa Grant Dawson to serve as Chief Business Officer for the term December 12, 2024 through June 30, 2026, with a base salary of \$334,425 per year plus additional pay of \$9,000, District paid benefits of \$12,611.16 and other fringe benefits of \$127,685.99 for

2024-25, some of which increase annually.

Fiscal Impact Funding Resource: AB1840 – a base salary of \$334,425 per year plus

\$9,000 additional pay, and total district paid benefit costs of

\$140,297.15, some of which increase annually.

State law requires the Board to report a summary of the salaries or compensation paid in the form of fringe benefits of a local agency executive. Lisa Grant Dawson would receive \$9,000 in additional pay (eligible stipends), \$12,611.16 in District-Paid Benefits (including health, vision, and dental insurance; long term disability insurance; life insurance; membership in professional associations), and \$127,685.99

in fringe benefits (annual longevity payment and Supplemental Retirement Plan payment). Most of these costs increase each year.

## **Attachment**

- Amendment to Employment Agreement with Lisa Grant-Dawson
- Employment Agreement with Lisa Grant-Dawson (Enactment No. 23-1683)

## AMENDMENT NO. 2 to Employment Agreement with Lisa Grant-Dawson

This Amendment amends the attached Employment Agreement ("Agreement"), incorporated herein by reference, which includes the following information:

• The Agreement is between the Oakland Unified School District ("OUSD") and the below named individual ("GRANT-DAWSON," together with OUSD, "PARTIES"):

**Lisa Grant-Dawson** 

- The Parties entered into the Agreement on the below date: June 22, 2022
- The Enactment Number of the Agreement is below: 22-1180

The PARTIES hereby agree to amend the Agreement as stated herein.

- 1. Term (duration): ☐ The term of the Agreement is extended one year through June 30, 2026.
- 2. Compensation: 
  ☐ The not-to-exceed amount in the Agreement is increased. The base salary schedule placement is unchanged. The contribution to a 403(b), 457(b) or 401(a) plan for 2024-25 and 2025-26 has increased from \$7,000 to \$10,000.
- 3. Remaining Provisions: All other provisions of the Agreement remain unchanged and in full force and effect as originally stated.
- 4. Amendment Publicly Posted. This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 5. Amendment Contingent on Governing Board Approval. OUSD shall not be bound by the terms of this Amendment unless and until it has been formally approved by OUSD's Governing Board.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

|  | Employee                     |
|--|------------------------------|
| Name: Lisa Grant-Dawson, CBO                           | Signature: Lisa Grant Dawson |
|  | Date: 12/7/2024              |
|  | OUSD                         |
| Name: Sam Davis, Board President                       | Signature:                   |
|  | Date:                        |
| Name: Kyla Johnson-Trammell, Superintendent Signature: |                              |
|  | Date:                        |
| Approved as to form                                    |                              |
| Jenine Lindsey   |                              |
| Jenine Lindsey, Deputy General Counsel Labor           | & Employment                 |

#### **EMPLOYMENT AGREEMENT**

# Lisa Grant-Dawson Chief Business Officer (2024-26)

In consideration of the mutual promises made herein, the Oakland Unified School District ("OUSD" or "District"), a local public entity pursuant to Government Code section 811.2 and by the California Education and Government Codes, and Lisa Grant-Dawson (hereinafter "Employee"), an individual, 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 District on the terms and conditions stated herein. In approving and adopting this Agreement, the Governing Board hereby resolves and designates the position of Chief Business Officer as senior management of the classified service pursuant to Education Code section 45100.5. In entering into this Agreement, Employee hereby acknowledges and agrees that as Chief Business Officer, Employee is a member of the senior management of the classified service and that no other employment classification is applicable to Employee's employment with District
- 1.2 The term of this employment agreement is December 12, 2024, through June 30, 2026 ("Term"), unless extended in writing by mutual agreement of District and Employee at least six (6) months prior to the end of this Agreement or terminated sooner at the discretion of District or Employee as referenced in Article 7 of this agreement.
- 1.3 Employee's work year shall be 261 days which shall be reduced by 20 days of vacation and 14 paid holidays for a total of 227 work days.
- 1.4 Employees Full Time Equivalency shall be 1.0 FTE (Full Time Equivalency).

## Article 2 Duties and Obligations of Employee

- 2.1 Employee shall serve as the Chief Business Officer for the District. Employee is supervised by and responsible to the Superintendent. Employee shall perform the duties set forth and prioritized by the Superintendent and the job description attached below and incorporated by reference herein.
- 2.2 Employee shall adhere to and comply with all laws, statutes, Board policies, and administrative regulations that presently or prospectively govern District and the conduct of its employees.
- 2.3 As part of the consideration for the compensation set forth in Article 4 of this Agreement, District and Employee agree that any intellectual property created by Employee stemming from or as part of Employee's performance under this Agreement is owned jointly between District and Employee. Employee hereby grants to District the right to share equally in any royalties received by Employee arising out of such intellectual property.
- 2.4 As part of the consideration for the compensation set forth in Article 4 of this Agreement, District may use Employee's name and likeness during the Term as necessary or convenient without additional compensation or notice to Employee.

- 2.5 Employee warrants and represents that Employee 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.
- 2.6 Employee agrees to devote her full time to the performance of her duties; however, Employee may undertake consultative work, speaking engagements, and lectures upon written permission from the Superintendent and the use of eligible leave.
- 2.7 Employee agrees to transition, train, recruit, and provide coaching and advice to other District employees as determined by the Superintendent, to fully assume the management or projects within the Business Services division. Such training and coaching may extend to employees who are not directly impacted by the transition plan, but may require additional support to further strengthen the leadership of the District as part of the intended outcomes of the transition plan and future of the District. Employee shall provide a written work plan to the Superintendent by August 2025 as part of the transition plan, which will include special projects and assignments in support of strong operational outcomes and continued fiscal sustainability.
- 2.8 The Employee agrees to transition out of their current role in accordance with the terms of this agreement. During the term of this agreement and throughout the transition period, the Employee will continue to be responsible for ensuring the financial solvency and stability of the District. In the final year of the agreement, beginning April 1, 2026, the Employee may assume a fractional CBO role, with a Full-Time Equivalency (FTE) of no less than 0.75 FTE and salary pro-rated according to the FTE. In this capacity, the Employee at minimum will be accountable to the District solvency while providing coaching and support to the Chief Financial Officer (CFO) and Chief Student Services Officer (CSSO) ensuring a seamless transition of responsibilities and continued operational success.
- 2.9 If either the Superintendent or the Employee wishes to extend the Employee's role as a full-time Chief Business Officer or as a Fractional CBO beyond 2026, a formal agreement between the Employee and the District must be established.

## 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 pursuant to this Agreement. District may continuously maintain adequate insurance for this purpose throughout the Term.
- 3.2 District shall provide Employee with the office, equipment, materials, and resources reasonably required by Employee to fulfill her duties, responsibilities, and obligations under this Agreement.

#### Article 4 Compensation

The base salary of Employee shall remain at \$334,425 for the 2024-26 fiscal years, payable on the same schedule as other non-represented senior management employees, or at such other times as 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.

- 4.1 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.
- 4.2 District shall fund its (the employer's) portion of CalPERS retirement based upon the salary herein.
- 4.3 District shall provide a longevity payment to the Employee of \$10,000.00 recognizing the fourth year of her employment of April 27, 2024 upon the execution of this agreement.
- 4.4 Provided that this Agreement is in effect and has not been terminated by either party by June 30 of each year of this agreement, the District shall contribute in lieu of a cash payment in recognition of the employees longevity, the following amounts on the following dates to a Supplemental Retirement Plan ("SRP"), provided that the employee is employed as the Chief Business Officer on each date under this Agreement:
  - a. On June 30, 2025: \$10,000 contribution to the employees 403(b) plan, 457(b) plan, or 401(a) plan for 2024-25.
  - b. On June 30, 2026: \$10,000 contribution to the employees 403(b) plan, 457(b) plan, or 401(a) for 2025-26.

## 4.5 Vacation, Sick, and Personal Leave

- 4.6 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 Employee's daily rate of pay for any unused days, not to exceed twenty (20) days per year. Employee shall not accrue more than twenty (20) vacation days annually. Any cap or limit on total accrued vacation days applicable to other unrepresented management staff shall apply to Employee. This accrual shall be prorated based on any changes in Employee's FTE.
- 4.7 District shall allow Employee to transfer 150 hours of accrued personal necessity leave to vacation leave upon the execution of this Agreement or on June 30, 2025, whichever comes first. The personal necessity leave, converted to vacation time, will be utilized during the 2025-26 fiscal year after 2nd interim. The employee and the Superintendent will mutually agree on the scheduling, determining together whether the vacation will be taken consecutively or in segments as the transition plan is implemented. In the event that the vacation is unable to be used, the accrued hours will be treated as listed above in item 4.6.
- 4.8 Employee shall be entitled to accrue paid sick leave at the rate of 1.0 days per month, up to a maximum of 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 sick leave to sick leave in the subsequent year. This accrual shall be prorated based on any changes in Employee's FTE.
- 4.9 Employee is entitled to accrue annual paid personal leave at the rate of five (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. This accrual shall be prorated based on any changes in Employee's FTE.

### Article 5 Employee Health Benefits and Expense Reimbursement

- 5.1 District agrees to pay directly to Employee's existing or future health, dental, and vision providers, the insurance premiums associated with Employee, and Employee's qualified dependents under Internal Revenue Code section 152, at the same level District does for other unrepresented management staff. District further agrees to maintain during the Term long-term disability insurance for Employee.
- 5.2 District shall pay the reasonable expenses of Employee, or shall reimburse Employee, pursuant to the policies and practices of District, to attend appropriate professional and official meetings at the local, state, and national levels, subject to constraints of District's budget.

### Article 6 Termination of Employment

- 6.1 District and Employee agree Employee shall serve at the pleasure and will of the Superintendent.
- 6.2 This Agreement may be terminated by:
  - Termination Without Cause. Either party may terminate this Agreement for no reason upon sixty a. (60) days written notice given as provided below. In the event this Agreement is terminated by District without cause under this paragraph, District shall pay Employee a severance amount equal to the monthly salary of Employee multiplied by the number of months left of the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than three (3) months, the maximum severance amount shall be an amount equal to the monthly salary of Employee multiplied by three (3). Subject to Government Code section 53260, regardless of the Term, if this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of this Agreement, not to exceed three (3) months. In consideration for said payment, if the severance is accepted by Employee, Employee shall have waived all past and present claims against District, District employees, and District Board Members that arise in whole or in part during Employee's employment or severance from employment, including a waiver of all rights and protections under California Civil Code section 1542. Employee, as a condition of said payment, shall sign an acknowledgement via a Waiver and Release that Employee has agreed to receive the severance amount in exchange for the aforementioned waivers and release of claims. Any payment made under this section shall be made no later than thirty (30) days after the day Employee executes the aforementioned acknowledgement.
    - 1. I expressly waive the provisions of Section 1542 of the Civil Code of the State of California, and I understand that said Section provides:
      - "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
    - 2. I agree not to institute or cause to be instituted any action in state or federal court, or before any local, state, or federal governmental entity, relating to or arising out of my employment with the District or separation from District employment, including claims based on the Age Discrimination in Employment Act of 1967.

- 3. I agree not to institute or cause to be instituted any action in state or federal court, or before any local, state, or federal governmental entity, that arises out of or reasonably relates in any manner to my employment with the District or separation of employment with the District including, without limitation, contract or tort claims, claims based on the Fair Employment and Housing Act, Government Code § 12940 et seq., California Labor Code § 132a, 42 U.S.C. § 2000(e) et seq., 29 U.S.C. § 621 et seq., the California Civil Code, the California Government Code, 42 USC Section 1983, Title IX, the Unruh Act, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq. (except as excluded by law), the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., the False Claims Act, 31 U.S.C.§ 3729 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., COBRA, the California Family Rights Act, the Educational Employment Relations Act of 1976, Cal. Govt Code § 3540 et. seq., the Genetic Information Act.
- 4. I understand the following information, which is required by the Older Workers Benefit Protection Act ("OWBPA"), if legally applicable to me:
  - (a) I have been advised to consult an attorney regarding this Waiver and Release of Claims ("Waiver and Release") and the terms contained in this Waiver and Release before deciding whether or not to sign it;
  - (b) I have 21 days from the date this Waiver and Release is presented to me to consider this Waiver and Release and to decide whether to sign it, although I may, in the exercise of my own discretion, sign or reject it at any time before the 21-day period expires, thus waiving the remainder of the 21-day consideration period;
  - (c) At any time within 7 days after signing this Waiver and Release, I may revoke the waiver and release of Age Discrimination in Employment Act ("ADEA") claims.
  - (d) The waiver and release of ADEA claims is not effective or enforceable until the 7-day revocation period has passed. If during the 7-day revocation period I choose to revoke the waiver and release of claims under this Section 4 of this release, the revocation must be in writing and delivered prior to the expiration of the 7-day period to: Oakland Unified School District, Office of the General Counsel, 1000 Broadway, Suite 300, Oakland, CA 94607.
- 5. I understand that a revocation of the waiver and release of ADEA claims, if legally applicable to me, will release the District from any obligation to provide me with the severance consideration described herein.
- 6. This acknowledgement of waiver and release may be signed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Faxed, electronic and/or email signatures shall be acceptable signatures for purposes of binding the parties to the terms of the Waiver and Release.
- 7. I understand the contents of this release and sign the same voluntarily and without duress.

- 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 with or without reasonable accommodation for a period of 120 consecutive days or 150 workdays 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 *nolo contendere* plea) to any felony or misdemeanor; (b) dishonesty in performing Employees' duties under this Agreement; (c) repeated and willful misconduct under this Agreement; or (d) willful neglect of Employee's duties under this Agreement.

Prior to final determination by the Superintendent of cause for termination, Employee must have been given thirty (30) calendar days written notice of such possible action, and of the grounds therefore, and a reasonable opportunity to be heard by the Superintendent 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.

Pursuant to Education Code section 35031, Employee shall be provided written notice at least forty five (45) days in advance of the expiration of the Term if Employee is not to be reemployed.

Employee initials acknowledging termination clauses:

#### Article 7 General Provisions

- 7.1 The Superintendent shall evaluate Employee not less than annually upon a schedule to be determined by the Superintendent. The evaluation and assessment shall be reasonably related to the position description and specific performance goals, and to the goals and objectives of the District for the applicable years.
- 7.2 The Superintendent, in consultation with Employee, shall determine the performance metrics and progress timelines.
- 7.3 In the event that the Superintendent determines that the performance of Employee is unsatisfactory in any respect, District 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 Employee. Employee shall have the right to make a written response to the evaluation, which shall be placed in Employee's personnel file along with the evaluation.

#### Article 8 General Provisions

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

**To District:** Kyla Johnson-Trammell, Superintendent 1011 Union Street, Oakland, CA 94607 Superintendent@ousd.org

**To Employee:** Lisa Grant-Dawson 1011 Union Street, Oakland, CA 94607 Lisa.GrantDawson@ousd.org

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

- 8.2 Any controversy between 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.
- 8.3 "Year" as used in this Agreement means a fiscal year, July 1 through and including June 30, unless stated otherwise. "Day" or "days" as used in this Agreement means calendar days unless stated otherwise.
- 8.4 No waiver of any rights or obligations under this Agreement may occur unless provided in writing.

- 8.5 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.
- 8.6 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.
- 8.7 If during the Term it is found that a specific clause of this Agreement is illegal under Federal or State law, the remainder of this Agreement not affected by such a ruling shall remain in force.
- 8.8 This Agreement may be modified or extended only in writing and must be signed by District and Employee.
- 8.9 This Agreement shall be effective upon execution by Employee and the President and Secretary of the Board of Education. This Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), this Agreement shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

| By Employee: Docusigned by:  |                       |
|--|-----------------------|
| Lisa Grant Dawson Lisa Grant-Dawson                                    |                       |
| By District:   |                       |
| Benjamin "Sam" Davis   | Kyla Johnson-Trammell |
| President, Board of Education  | Superintendent        |
| Approved as to form  Docusigned by:  Jenine Lindsey.  90.4556855BCE455 |                       |
| Jenine Lindsey, General Counsel  |                       |

// // In alignment with the position description below, the Employee must exemplify OUSD values, thrive in high-pressure environments, and demonstrate collaborative leadership at all times. The Employee will be expected to display exceptional leadership skills, particularly in coaching team members on essential fiscal and operational practices within the District. As part of a strategic and effective succession planning model, the Employee will actively support the recruitment of the incoming Chief Business Officer and provide critical documentation and guidance to ensure a smooth transition.

This role's scope is not limited to the outlined priorities; the Superintendent, in consultation with the Employee, reserves the right to establish additional and evolving priorities as needed to meet the dynamic needs of the District.

The following high-level deliverables articulate the key objectives, strategies, and actions necessary to ensure a seamless leadership transition within Oakland Unified School District. These deliverables emphasize a steadfast commitment to fiscal sustainability, robust governance, and continuous progress, all in service of our students and community.

As part of this transition, the Employee will be responsible for developing a comprehensive action plan to guarantee the continuity of services and progress. This plan will ensure the District remains solvent, sustainable, and independent of additional oversight as illustrated below.

#### 2024-26

- Recruitment of Chief Financial Officer (CFO)
  - Successfully recruited and onboard a Chief Financial Officer (CFO) by June 2025.
- Business Services Restructure Plan:
  - Finalize and implement a business services restructure plan with the CFO and CSSO assessing the current structure of business services to identify areas for improvement. Begin the transition of day-to-day financial management to the CFO no later than July 2025, while still managing and evaluating CFO performance throughout the term of this contract. This includes ensuring all other applicable vacancies are recruited for and filled to support the continuity of the department. Provide guidance for committee meetings and build capacity within the Chief Financial Officer and Chief Systems & Services Officer teams for 2025-26 transition.
  - **District Fiscal Sustainability Plan**: Develop and implement a district-wide fiscal sustainability plan. Present the plan to the BOE and stakeholders, ensuring alignment with long-term financial goals.

#### 2025-26

- Supporting District Solvency: Maintain and support district solvency by overseeing budget decisions with accountability to maintain solvency.
  - Consistent Transition Support Provide ongoing support including developing a transition guide outlining key milestones and responsibilities for board committee meeting attendance, financial reporting, bond management and other business and operational functions.

## Chief Business Officer (CBO) - Office of the Superintendent Position Description

#### **BASIC FUNCTION**

The Chief Business Officer (CBO) provides leadership in planning, supervising and directing the business and operations of the District. Functions in an advisory role to the other support programs of the District. The CBO's work includes the formulation of District policies and plans regarding non-instructional operations and resources, monetary policy and the review of all financial aspects of the District to ensure fiscal solvency. In addition, the CBO is responsible for long-range strategic financial and operational planning and budget development. The CBO oversees the following services and divisions: Nutrition Services, Transportation, Facilities, Information Technology, all Financial Services departments and other operational divisions of OUSD as assigned. Serves as the principal advisor to the Board of Education and the Superintendent in matters related to non-instructional areas 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 reflect the principal job elements accurately.)

#### **Essential Functions:**

- Lead and provide sound leadership and direction to fiscal and business services
- Collaborate with the Superintendent, Leadership Team and Board to formulate the District's approach to strategic financial management and business development and execution
- Provide broad financial leadership through advice and counsel, and lead the development and implementation of an integrated strategic financial plan that allows for the successful management of the District
- Support strategic management of the District assisting management in addressing key financial issues
- Manage systems that track financial performance providing forecasts and insightful analyses of financial results
- Facilitate the annual and long-range business planning function, including the selection of measurement tools to assess and evaluate the District's financial and business performance; coordinate and maintain support for integrated annual and long-range business and financial planning
- Analyze the District's short- and long-term financial position and make recommendations to the Superintendent, Leadership Team and Board regarding ongoing organization, integration and effectiveness of various business functions and overall capital structure
- Develop and implement short- and long-term plans and activities to meet both educational and financial goals of the District, including prioritization of resources; analyze the District's financial position, and develop recommendations for immediate and long-range financial management
- Provide strategies and recommendations for ensuring the District's fiscal solvency; ensure integrity of the District's financial reports and solvency in accordance with state and federal law
- Provide leadership to ensure a robust prioritization process to ensure adequate funding for District
  priorities while also maintaining funds for unanticipated operating costs and capital expenditures;
  ensure appropriate utilization of resources and adherence to budgets
- Maintain the development and maintenance of a District financial support function that is viewed as transparent, responsive and service-oriented
- Oversee the development and ongoing monitoring of the District's annual operating budget and

- multiyear financial planning; provide financial information to the Superintendent, Board of Education and other divisions to facilitate decision making
- Provide technical expertise, information, and assistance regarding assigned financial and business operations; formulate and develop policies, procedures, and programs to ensure effective management controls
- Provide technical expertise, information and assistance to the Superintendent regarding District budgets and financial and accounting activities; advise the Superintendent of unusual trends or problems and recommend appropriate corrective action
- Provide advice and counsel to the Superintendent, Board of Education, and District staff on matters
  pertaining to assigned areas of responsibility; prepare reports and recommendations for the
  Superintendent and the Board of Education, including comprehensive financial data covering all aspects
  of school finance; advise the Superintendent of business and financial trends or problems, and
  recommend appropriate corrective action
- Conduct financial analysis, and provide financial data as required for District negotiations; participate in
  the negotiation process with employee groups when needed; prepare and certify the District's public
  disclosure, as required by law, on all collective bargaining agreements before they are approved by the
  Board of Education
- Attend meetings of the Board of Education; present and interpret financial impact of proposals as necessary
- Communicate and collaborate with other District administrators, District personnel, outside
  organizations, public entities, contractors, the community, and various local, state, and federal agencies
  to coordinate activities and programs, resolve issues and conflicts, and exchange information; propose,
  as needed, and monitor District standards of business and financial ethics and professionalism
- Remain current on all laws, rules, regulations, and interpretations of law regarding school finance, fiscal
  reporting requirements, mandated changes, and District entitlement to federal, state, and local monies;
  participate in the development of legislation affecting school finance and business management;
  modify programs, functions, policies, regulations, and procedures to assure compliance with local,
  state, and federal requirements as appropriate
- Attend and conduct a variety of meetings as assigned; establish and maintain relations/memberships with local, state, and federal agencies and associations to remain current on programs and issues that affect business and financial duties
- Supervise, evaluate, and hold accountable the performance and professionalism of assigned staff; interview and select employees, and recommend transfers, reassignments, terminations, and disciplinary actions; plan, coordinate, and arrange for appropriate training of assigned staff
- Serve as a member of the Superintendent's Cabinet; attend or participate in required District, Board of Education, and committee meetings, and other activities deemed necessary by the Superintendent
- Perform related duties as assigned

#### **MINIMUM QUALIFICATIONS**

#### Training, education, and experience:

- A Master's degree in Business Administration, Public Administration, Finance, Accounting or related field
- Seven (7) years of comprehensive and progressive related experience in fiscal and business management in a large school district or county office of education and three (3) years of senior management responsibility

## Licenses and other requirements:

- Valid California Driver's License
- Employment eligibility that may include fingerprints, Tuberculosis and/or other employment clearance

#### **KNOWLEDGE AND ABILITIES**

## **Knowledge of:**

- Planning, organization, control, direction, and administration of the financial and business operations
  of the District
- Federally accepted categorical and general fund guidelines and requirements
- Generally accepted accounting and auditing principles, practices, and procedures
- State and federal regulations for financial management of a public school district
- State, federal and local laws, regulations and court decisions applicable to school business operations and financial management
- Principles and practices of public administration, intergovernmental relations, school business operations and financial management
- Principles, practices, tools and techniques of statistical analysis and project management
- Principles and practices of negotiations and collective bargaining
- Techniques and principles of high-quality customer service, customer relationship management and internal consulting concepts and practices
- Principles and practices of effective leadership, management and supervision
- Principles and techniques of leadership, organization, supervision, budgeting, personnel administration and management
- Principles, practices and trends relating to the full scope of school business management and California educational programs pertaining to school districts and county offices of education
- Laws, rules, regulations relating to school districts
- Principles, practices, and techniques of program and policy development, implementation, monitoring and control; operating programs and guidelines of California's FCMAT (Fiscal Crises and Management Team) or comparable system operating in another state, and AB1200 and AB2756 responsibilities for school districts
- Diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of District students and staff
   Supervisory, organization and management principles and practices
- Correct English usage, grammar, spelling, and punctuation
- Computer software, hardware, and related technology

#### **Ability to:**

- Develop strategic goals and translate into tactical operations in a manner which is understandable to all employees
- Plan, organize, control, direct, and administer the financial and business operations of the District
- Provide internal consultation services for business and financial services to the Superintendent of Schools, Board of Education, and District departments
- Analyze District financial requirements, implement effective systems and controls, and make recommendations
- Plan, direct and integrate a broad range of complex business and financial planning, budgeting and

- service programs and activities
- Oversee preparation and monitoring of District budgets
- Analyze processes and problems, identify opportunities for improvement and follow through on changes, in a timely and consistent manner
- Develop, modify, and direct the implementation of budgetary control and accounting systems
- Critically evaluate financial performance
- Provide creative and effective solutions for meeting the financial needs of the District
- Review existing and pending legislation related to procedural guidelines and District budget program
- Understand, interpret, apply and explain complex state and federal policy, law, regulation and court decisions applicable to school business and financial operations
- Establish and maintain cooperative and effective working relationships with others
- Demonstrate effective written communication skills, including content communication, conciseness, grammar and usage
- Present views in a clear and compelling manner and develop trust and influence as a senior thought leader with a broad relationship base
- Analyze situations accurately, and adopt an effective course of action
- Work independently with little direction
- Plan and organize work to meet schedules and timelines
- Prepare and present clear and concise comprehensive narrative, reports and correspondence to a variety of audiences
- Represent the District in a variety of public settings
- Provide leadership by building, directing and motivating a diverse workforce at all levels in the organization
- Supervise and evaluate the performance of assigned staff
- Operate personal computer, related software, and other office equipment

#### **WORKING CONDITIONS**

**Environment:** Office and diverse school site environments; driving a vehicle to conduct work; fast-paced work; constant interruptions Physical demands: 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.