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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date April 27, 2016

Subject **Employment Agreement – Jose Dominguez, Deputy Chief Facilities**

Action Requested **Approval of Employment Agreement Jose Dominguez, Deputy Chief Facilities**

Background and Discussion Jose Dominguez is being appointed to the position of Deputy Chief, Facilities, reporting to the Chief Operations Officer. The term of the agreement is April 29, 2016 to June 30, 2019 with an annual salary of \$180,000.

Recommendation Approval of Employment Agreement Jose Dominguez

Fiscal Impact Funding resource: 80% Measure J and 20% Bond - not to exceed \$180,000 per fiscal year.

Attachment

- Employment Agreement

EMPLOYMENT AGREEMENT

Jose "Joe" Dominguez, Deputy Chief, Facilities Planning and 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 Jose Dominguez, 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 one year commencing on April 29, 2016 and ending June 30, 2019 ("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 Under the direction of the Chief Operations Officer, the Deputy Chief of Facilities is responsible for the supervision and management of the Facilities Planning and Management Department of the District, the District's capital program, the Buildings and Grounds department and custodial services, and the alignment of facilities management with the District's Full Service Community School strategic plan. The Deputy Chief of Facilities also plans, organizes, directs, and reviews activities related to facilities planning and design, school utilization, real estate management, and building and grounds maintenance to ensure that all facilities meet the highest standards of design, construction, and appropriateness for the educational activities they were intended to foster; all new educational facilities are constructed in a manner consistent with the highest standards of efficiency, safety, economy, and quality; and; students are provided with a physical learning environment that is safe, clean, attractive, and functional. *See the Job Description approved by the Board of Education as Enactment # 14-1734 on October 8, 2014.*
- 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/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 \$180,000 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 salary, effective July 1, 2017. 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 PERS retirement based upon the salary herein.
- 4.4 The District shall pay the Employee a one-time cash payment in the amount of \$20,000 to assist in defraying the costs associated with moving from Southern California to Oakland.

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 budget of the Legal Office.

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/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 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.

Termination Without Cause. If the Deputy Chief of Facilities is terminated without cause, he shall receive 6 months of his current salary (or the remainder of months left on his Agreement, whichever is less) as allowed under Government Code 53260.

- 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/his term if his 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:
Superintendent
Oakland Unified School District
1000 Broadway, 6th Floor
Oakland, CA 94607

To Employee:
Jose "Joe" Dominguez, Deputy Chief
Facilities
Oakland Unified School District
955 High Street
Oakland, CA 94601

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.

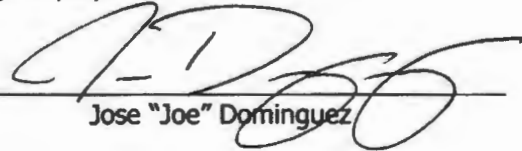
By: Oakland Unified School District

By Employee:

By:  _____

James Harris

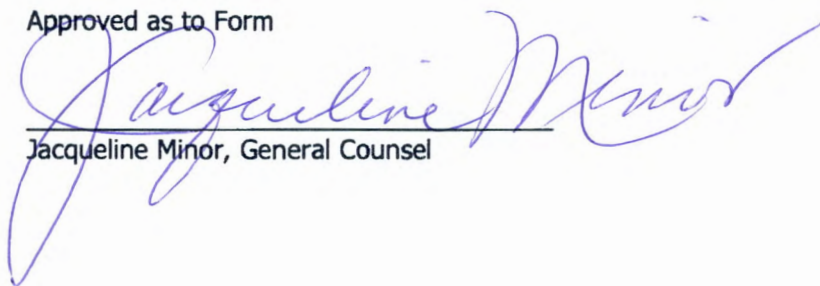
President, Board of Education

 _____
Jose "Joe" Dominguez

By:  _____

Superintendent and Secretary, Board of
Education,

Approved as to Form

 _____
Jacqueline Minor, General Counsel

File ID Number: 16-0783

Introduction Date: 4/27/16

Enactment Number: 16-0614

Enactment Date: 4/27/16

By: OR

Legislative File	
File ID Number:	14-1988
Introduction Date:	10/08/14
Enactment Number:	14-1734
Enactment Date:	10/8/14
By:	OK



OAKLAND UNIFIED SCHOOL DISTRICT

Position Description

TITLE:	Deputy Chief, Facilities	REPORTS TO:	Chief Operations Officer
DEPARTMENT:	Facilities Planning and Management	CLASSIFICATION:	Classified Management Confidential
FLSA:	Exempt	WORK YEAR/HOURS:	261 days
ISSUED:	Created: June 2007 Revised: September 2014	SALARY GRADE:	Contract

BASIC FUNCTION: Under the direction of the Chief Operations Officer, the Deputy Chief of Facilities plans, organizes, directs, and reviews activities related to facilities planning and design, school utilization, real estate management, and building and grounds maintenance to ensure that all facilities meet the highest standards of design, construction, and appropriateness for the educational activities they were intended to foster; all new educational facilities are constructed in a manner consistent with the highest standards of efficiency, safety, economy, and quality; and; students are provided with a physical learning environment that is safe, clean, attractive, and functional.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements).

ESSENTIAL FUNCTIONS

Develop and use a team-based approach to leadership and management of Facilities Planning and Management which includes the Departments of Buildings and Grounds, Facilities and Custodial Services.

Assist department heads in developing evaluative criteria to ensure accountability of all personnel.

Ensure District compliance with all county, state, and federal mandates, requirements, obligations and commitments related to projects for facility upgrade, modernization, and/or modifications to existing facilities and grounds.

Develop, recommend and execute plans for provision of economical school facilities commensurate with legal and educational requirements.

Assume responsibility for the comprehensive overall planning and scheduling of maintenance and repair requirements for the Districts.

Assist in planning for new construction by participating in preconstruction conferences.

Coordinate required inspections and related engineering programs with public agencies.

Visit all construction projects at frequent intervals to assure that plans, specifications, codes, and regulations are being observed and followed.

Maintain liaison with governmental agencies having jurisdiction over or providing services to school buildings.

Maintain necessary records and prepare periodic reports.

Ensure fiscal accountability and efficiency.

Ensure that standards consistent with applicable law are maintained.

Inspect all school buildings, grounds and installations on a regular basis to determine that high standards of workmanship, cleanliness, safety, and security are maintained.

Supervise and inspect the improvement and renovation work performed by outside contractors and verify that the terms of all such contracts have been fulfilled before authorizing payments.

Work with architects in the construction and modernization of facilities to ensure compliance with District requirements and economy.

Supervise technical review of plans and specifications prepared by architects and confer with mechanical engineer on proposed specifications.

Recommend approval of preliminary plans, completed work drawings, and specifications.

Develop, recommend, interpret, and evaluate facilities policies, regulations, procedures, and standards.

Review construction cost estimates.

Establish bidding and construction schedules, and prepare and issue contract documents and addenda.

Investigate and evaluate new materials, techniques, and methods for providing adequate, economical educational facilities.

Maintain and update all records, drawings, and descriptive materials of all school facilities, sites, and portable buildings.

Continue to grow professionally through research, graduate studies, collaboration with colleagues, and professional meetings and conferences.

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 professional development opportunities for assigned staff.

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). 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. Must show evidence of a working knowledge of the principles of quality management or commit to begin training in the area of quality within the first six (6) months of employment.

Eight (8) years experience in architecture or related field; experience with responsibility for the design, production or field supervision of various types of construction such as educational, commercial, multi-residential and/or public sector

Five (5) years supervisory/managerial experience

Demonstrated experience in building trades such as electrical, carpentry, plumbing, maintenance, and other related fields

Demonstrated success in the planning and building of projects of major proportion such as school facilities

Successful experience in working well in diverse economic, multicultural and multi-lingual communities and environment

Demonstrated knowledge of fiscal management, cost controls, accounting procedures, budget development, and supervision

Master's degree in architecture or related field preferred

LICENSES AND OTHER REQUIREMENTS:

Valid California Driver's License

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

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

Applicable federal, state, and District codes, regulations, policies and procedures governing work scope

Planning, organization and direction of a school facilities department in a large school district

Design, construction, supervision, and management of large construction projects

Maintenance rehabilitation, modernization and operations of large facilities

School construction finance and alternative funding mechanisms

School facility funding application submission procedures and requirements

Public law related to land management, acquisition and sale

Principles and practices of effective supervision and personnel management

School district organization patterns and operating procedures

Relevant state and federal regulation and procedures; applicable laws, codes, regulations and policies

Long-range planning methods

Organization and direction of facilities management and planning activities

Terms, practices and procedures used in the planning, design, construction, modernization, maintenance and operation of school buildings and facilities

City general plan, redevelopment and zoning policies, procedures and regulations

Budget preparation and control

Planning, organization and coordination needed for assigned program

Diversity, sensitivity and competence with regard to issues of race, learning or other ability, ethnicity, culture, religion, gender, socio-economic group, sexuality or other orientations or cultural markers

Correct English usage, grammar, spelling, vocabulary and punctuation

Computer software, hardware, and related technology

ABILITY TO:

Plan, organize and administer a facility program for a large school District

Manage and write grant proposals

Demonstrate excellent and effective written and spoken communication skills in English, including content, context, communication, conciseness, grammar and usage

Establish and maintain effective working relationships with multi-faceted public and private agencies and District departments, community, and others of diverse backgrounds, experience, and personalities

Model effective communication skills using tact, patience, and courtesy to understand and respond to the needs and expectations of team members and customers

Establish credibility with numerous constituents, effectively handle sensitive personnel issues, and be comfortable and effective working with all levels of an organization

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

Plan, prioritize, organize schedule and assign duties

Assess the needs of a broad range of constituencies and incorporate necessary elements into an operational plan

Train, supervise and evaluate personnel

Analyze situations accurately and develop effective action plans

Read, interpret and work from construction drawings and blueprints

Prepare and present clear and concise comprehensive narrative and statistical reports

Lead and coordinated District efforts toward securing funding for projects

Interpret, apply and explain rules, regulations, policies and procedures

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 REQUIREMENTS:

Consistent mental alertness; sitting or standing for extended periods of time; walking over rough or uneven surfaces at construction sites; lifting, carrying, pushing, and pulling objects up to 50 pounds, occasionally 50+ 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, assess property, prepare reports 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.