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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date May 11, 2016

Subject **Employment Agreement – Michael Gaal, Chief of Staff Office of the Superintendent**

Action Requested **Approval of Employment Agreement Michael Gaal, Chief of Staff Office of the Superintendent**

Background and Discussion

Michael Gaal will serve as the Chief of Staff for the Superintendent. In this capacity, he will provide operational assistance by managing special projects and leading key initiatives, resolving complex issues that require executive leadership and direction, supporting the deliverables of the Superintendent's Leadership Team, and ensuring expectations and deadlines are clearly communicated to staff. As Chief of Staff, he will also serve as a key strategic planner and manage the strategic and long range planning processes for the District; is the advisor, decision-maker and problem solver for the Superintendent, ensuring that issues needing the Superintendent's attention are addressed in a timely manner. The Chief of Staff supports the Superintendent by serving as the executive liaison with the Board of Education and by facilitating effective communication with the Board's leadership team and with individual Board members. The Chief of Staff represents the District and Superintendent, facilitates communication with all stakeholders, and ensures the Superintendent's office is responsive to the needs of the Board, staff and community, with attention to supporting equity and diversity. See Board Enactment # 16-0509 attachment hereto for the Board Approved Job Description.

Recommendation Approval of Employment Agreement Michael Gaal, Chief of Staff Office of the Superintendent

Fiscal Impact Funding resource: \$198,000

Attachment

- Employment Agreement
- Job Description

EMPLOYMENT AGREEMENT

Michael Gaal, Chief of Staff, Office of the Superintendent

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 Michael Gaal, 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.
- 1.2 The term of this Agreement is June 6, 2016 through June 30, 2018 ("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

Employee shall serve as the Chief of Staff for the Superintendent. In this capacity, Employee shall provide operational assistance by managing special projects and leading key initiatives, resolving complex issues that require executive leadership and direction, supporting the deliverables of the Superintendent's Leadership Team, and ensuring expectations and deadlines are clearly communicated to staff. As Chief of Staff, Employee serves as a key strategic planner and manages the strategic and long range planning processes for the District; is the advisor, decision-maker and problem solver for the Superintendent, ensuring that issues needing the Superintendent's attention are addressed in a timely manner. The Chief of Staff supports the Superintendent by serving as the executive liaison with the Board of Education and by facilitating effective communication with the Board's leadership team and with individual Board members. The Chief of Staff represents the District and Superintendent at public events and in various capacities with government and community organizations; facilitates communication with all stakeholders; and ensures the Superintendent's office is responsive to the needs of the Board, staff and community, with attention to supporting equity and diversity. See Board Enactment # 16-0509 attachment hereto for the Board Approved Job Description.

- 1.1 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.
- 2.1 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.
- 2.2 District may use Employee's name during the term of employment as necessary or convenient without additional compensation to Employee.

- 2.3 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 \$198,000 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 2015-16 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 and those allocated by the Superintendent.
- 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 CalPERS 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 Michigan 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.
- 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 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:

Antwan Wilson, Superintendent
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

To Employee:

Michael Gaal, Chief of Staff
Oakland Unified School District
1000 Broadway, 6th Floor
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 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>

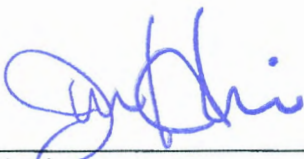
10.10 This Agreement shall be effective upon execution by Employee and the President and Secretary of the Board of Education.

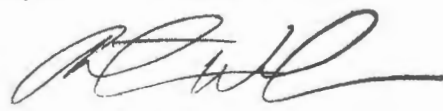
By Employee


Michael Gaal

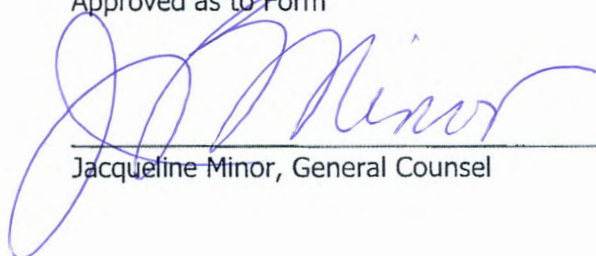
File ID Number: 16-1038
Introduction Date: 5/11/16
Enactment Number: 16-0692
Enactment Date: 5/11/16
By: GA

By District

By: 
James Harris
President, Board of Education

By: 
Superintendent and Secretary, Board of Education
Oakland Unified School District

Approved as to Form


Jacqueline Minor, General Counsel

Legislative File	
File ID Number:	16-0646
Introduction Date:	04/13/2016
Enactment Number:	16-0509
Enactment Date:	4/13/16
By:	am



OAKLAND UNIFIED SCHOOL DISTRICT

Position Description

TITLE:	Chief of Staff	REPORTS TO:	Superintendent
DEPARTMENT:	Office of the Superintendent	CLASSIFICATION:	Classified Management Confidential
FLSA:	Exempt	WORK YEAR/HOURS:	261 Days
ISSUED:	Created: April 2016	SALARY GRADE:	Employment Contract

BASIC FUNCTION: Support the Superintendent by synchronizing the Superintendent's Leadership Team, managing the Office of the Superintendent in order to ensure quality and timeliness of information to and from the Office of the Superintendent. The Chief of Staff provides operational assistance by managing special projects and leading key initiatives, by resolving complex issues that require executive leadership and direction, by supporting the deliverables of the Superintendent's Leadership Team, and by ensuring expectations and deadlines are clearly communicated to staff. The Chief of Staff serves as a key strategic planner and manages the strategic and long-range planning processes for the District; is the advisor, decision-maker and problem solver for the Superintendent, ensuring that issues needing the Superintendent's attention are addressed in a timely manner.

The Chief of Staff supports the Superintendent by serving as the executive liaison with the Board of Education and by facilitating effective communication with the Board's leadership team and with individual Board members.

The Chief of Staff represents the District and Superintendent at public events and in various capacities with government and community organizations; facilitates communication with all stakeholders; and ensures the Superintendent's office is responsive to the needs of the Board, staff and community, with attention to supporting equity and diversity.

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:

Perform highly responsible and confidential work as principal staff support to the Superintendent; support the work of the Superintendent by responding to priority issues as they emerge, maintaining ongoing contact with the Superintendent to receive guidance on essential work, implementing the Superintendent's directives and instructions, and providing feedback and/or advice as requested.

Support the Superintendent in dealing with a range of administrators, staff, students, Board of Education, and public affairs issue; directly handles matters of school District importance as delegated.

Serve as a liaison with the Board of Education in matters other than those handled directly by the Superintendent; coordinate the activities of the Board and the support provided to the Board from the Superintendent's Office through the Board Secretary.

Coordinate the development and implementation of strategic initiatives throughout the District.

Manage the annual strategic planning processes and the delivery of projects and outcomes that are assigned by the Superintendent.

Participate with the Superintendent, the Leadership Team and the Board in strategic planning, policy development and problem resolution of complex issues and needs; provide integrated policy analysis, strategic consultation and oversight on progress against strategic plan; deliver and communicate progress reports to internal and external parties.

Operate strategically across the District to identify barriers that impede attainment of goals and objectives.

Develop and continuously enhance an integrated communications network within and between units, other divisions in the District and the community in order to support an effective work environment; communicate Board policies, objectives and service innovations to District staff and the general community; facilitate the dissemination of information about and the utilization of services provided by the District.

Attend Board meetings and other meetings as directed by the Superintendent, and prepare reports for the Board at the direction of the Superintendent.

Serve as a member and work closely with the Superintendent's Leadership Team to facilitate communication and ensure implementation of stated objectives in a timely and efficient manner.

Plan and manage meetings as directed by the Superintendent to include tracking, monitoring and follow-up on progress of projects, actions items, and strategies that emanate from the Superintendent's Leadership Team and other executive teams; prepare agendas, develop memos, communication, correspondence; identify meeting participants; collect, prepare and distribute appropriate briefing materials, initiate subsequent follow-up meetings and communication for key stakeholders as directed; identify issues for discussion.

Coordinate special projects on behalf of the Superintendent, frequently involving members of the Superintendent's Leadership Team.

Visit schools with the Superintendent, Network Superintendents, Chief of Schools and other District staff to assess level of District support services and provide appropriate feedback to District departments to enhance or adjust District support services.

Serve as strategic liaison between the Superintendent and department heads, school administrators, employee organizations, other school Districts, public agencies and the public as directed.

Suggest ways to position the District with civic and business leadership and Board of Education members on issues that have a direct, strategic impact on the core initiatives.

Interact with industry, government, legislative interests group and community officials in the representation and development of the District's strategic initiatives.

Provide technical expertise, information and assistance to the Superintendent regarding assigned functions; assist in the formulation and development of policies, procedures and programs; advise the Superintendent of unusual trends or problems and recommend appropriate corrective action.

Assume responsibility for the efficient and proper operation of the Office of the Superintendent.

Understand Board policies and procedures necessary to ensure appropriate protocols are understood and followed, and direct and oversee the preparation of drafts of needed policies and administrative procedures.

Prepare, execute and/or edit written and oral correspondence, presentations and reports as directed by the Superintendent.

Develop and maintain positive working relationships with all stakeholders, including schools.

Performs other related duties as assigned by the Superintendent.

QUALIFICATIONS:

The District determines whether a candidate is qualified based on fulfillment of prerequisites, relevant work experience, ability to perform the essential functions, reference checks, effective interpersonal and communication skills demonstrated by interview performance and/or writing samples, and achievement on performance-based assessments (if applicable) that demonstrate the candidate possesses the requisite knowledge, skills and abilities. Meeting prerequisites only satisfies the initial screening process and does not indicate the candidate is qualified to perform the essential functions of the position.

KNOWLEDGE OF:

Public school administrative structures and challenges facing large, diverse, urban school districts
Strategic planning theory
Public policy, procedure and management
National, state and local educational goals and standards and operations of K-12 public education in California
School reform theories and best practices to implement change
Development and performance management methods
The goals, objectives, structure and operations of a major public employer
School District policies and procedures, regulations and bylaws, and the legal environment within which they operate
Planning, organization and coordination needed for assigned program
Diverse academic, socio-economic, cultural, ethnic, and disability backgrounds of District students and staff
Correct English usage, grammar, spelling, and punctuation
Computer software, hardware, and related technology

ABILITY TO:

Lead the strategic planning process and establish objectives
Modify management strategies based on evaluation data
Demonstrate excellent team-building skills
Demonstrate excellent organizational skills and attention to detail
Exercise judgment and discretion in interpreting and applying policies and procedures
Manage financial resources
Demonstrate effective written and oral communication skills, including content communication, conciseness, grammar and usage
Establish and maintain effective working relationships with school officials, school administrators, teachers, support staff, outside advocacy groups, and other community members, with an expertise in consensus building
Organize and motivate high level employees to work together and achieve common goals
Perform complex tasks and to prioritize multiple projects
Interface with all levels within the organization
Work effectively in a diverse work group
Pull resources together to meet deadlines
Work under pressure and flexible in adapting and responding to changing situations
Manage multiple conflicting priorities
Delegate responsibilities effectively
Harvest a healthy, happy workplace with a real emphasis on a strong organizational culture
Operate personal computer, related software, and other office equipment

PREREQUISITES

A Master's Degree or Higher in Education, Educational Administration, Communications, Public Relations or related field

Experience in organizing and supervising cross-functional teams to manage and deliver large-scale projects, to handle diverse needs of stakeholders, and to collect data/information and create necessary information to manage the workflow in the Superintendent's office

Ten (10) years of administration experience in a school environment, five (5) years as an executive or cabinet member in an urban public school district

Possess leadership skills in facilitating group processes, including consensus building and conflict resolution

Advanced written, verbal and listening skills; excellent organization skills

Demonstrated operational and fiscal experience at an executive level of an organization

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

Valid California Driver's License

PRE-EMPLOYMENT PROCESS:

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

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; 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.