

LOS ANGELES UNIFIED SCHOOL DISTRICT  
EMPLOYMENT AGREEMENT  
GENERAL SUPERINTENDENT OF SCHOOLS

2011-2014

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF THE LOS ANGELES UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "Board of Education" or the "Board," and JOHN E. DEASY, hereinafter referred to as "Deasy" or the "General Superintendent" [hereinafter collectively referred to as "the parties"].

WITNESSETH

The parties do hereby contract and agree as follows:

1. Pursuant to the provisions of Education Code Sections 35031, 45100.5 and 45108.5, the Board and Deasy hereby enter into this Agreement to be effective upon the close of business day on April 15, 2011 under the terms and conditions set forth herein. Any previous contract of employment between the parties is terminated as of the effective date of this Agreement. This is the complete agreement between the parties and may be modified only by mutual consent in writing.
2. The District hereby employs and Deasy hereby accepts employment as General Superintendent of the Los Angeles Unified School District of Los Angeles County, for the term commencing at the close of business day on April 15, 2011, and ending June 30, 2014. In the event that the Board decides to not re-elect or re-employ Deasy upon expiration of this term, the District will notify Deasy of this decision at least forty-five (45) days prior to the expiration of the term of this Agreement. If such notice is not given, Deasy shall be deemed reelected in accordance with the requirements of Education Code Section 35031.
3. Subject to Paragraph 11, the termination date of this Agreement may be accelerated at any time, if either party to this Agreement notifies the other, in writing, of its or

his intention to do so, at least 30 days in advance of the effective date of such accelerated termination. The notice of acceleration is in the absolute discretion of the party giving the notice, and may be taken unilaterally. Each party recognizes that the giving of such notice by the other party will not be required to meet any test of reasonableness or good faith. The taking of such action by the Board is not intended to, and will not be, a constructive termination or similar event. The taking of such action by the General Superintendent will not be an anticipatory breach of the Agreement.

4. As stated in Education Code Section 35035, the General Superintendent shall be the Chief Executive Officer of the Board of Education, and shall have all the powers and perform all the duties of the General Superintendent of Schools for the district as provided by law and the Board of Education, and shall devote all time necessary to perform said duties. Deasy shall perform those duties assigned by the Board of Education. The parties understand and agree that the General Superintendent will be given sole discretion over personnel appointments and terminations of staff which report exclusively to the General Superintendent subject to the Education Code and other provisions of the law. The General Superintendent understands and agrees to give the Board prior notification on appointments to senior management positions, which shall be presented to the Board for ratification.

5. The salary of Deasy shall be fixed at \$330,000 annually and shall be apportioned and paid commencing on April 18, 2011 on the payroll period in effect for twelve-month certificated employees of the District.

6. Deasy shall be entitled to the use of a District-owned automobile. Employee will keep adequate records as specified by the Controller. The District will compute personal mileage, which will be recorded as compensation to the General Superintendent. The Board agrees to provide the General Superintendent the use of a driver as requested and security as may be reasonably necessary in the conduct of official District business.

7. During the term of this Agreement, the Board of Education agrees to pay the expenses of the General Superintendent to attend appropriate professional and official meetings at the local, state, and national levels. In addition, the Board of Education agrees to pay all appropriate and reasonable business expenses incurred in performing the duties of the General Superintendent (*e.g.*, business related travel, business meals). The Board agrees to pay the annual fee for membership of the General Superintendent in appropriate professional organizations as well. The Board further agrees to pay the General Superintendent's contribution to the California State Teachers Retirement Plan ("CalSTRS") subject to all applicable state and federal laws. The Board also agrees to pay for the premiums of the General Superintendent's term life insurance policy provided under the LAUSD life insurance coverage plan with a benefit amount of \$500,000 while Deasy is employed by the Board of Education.

8. During the term of this Agreement, Deasy shall receive an annual performance evaluation by the Board of Education to be completed by October 31 of each academic year. In conducting his annual performance evaluation, the Board may consider the following goals of the District: 1) 100% graduation; 2) proficiency for all students; 3) 100% attendance, 4) engaged parents and families; 5) safety of schools as well as other job performance factors. If the Board of Education awards Deasy with an overall "Satisfactory Performance" or higher rating on his annual evaluation, Deasy shall earn another year term of the Agreement. For example, if the Board awards Deasy with an overall "Satisfactory Performance" on his annual evaluation to be completed by October 31, 2012, the term of this Agreement shall be extended to June 30, 2015.

9. Deasy shall not be entitled to any pay increase to his base salary during the term of the Agreement. However, the Board may provide the General Superintendent with an annual discretionary Performance-based Incentive Pay ("PIP") for each year of this Agreement. The Board shall determine the Superintendent's eligibility for the PIP at the time of his annual evaluation as set forth in paragraph 8 above. The PIP shall be paid if it is determined by the

Board that the Superintendent exceeds one or more of the annual performance goals established by the Board. The annual performance goals shall be incorporated into the Superintendent's annual evaluation as described above in Paragraph 8. The annual performance goals to be included in the initial year of this contract shall be established on or before September 30, 2011. After the initial year of this Agreement, and for each subsequent year thereafter, such goals shall be established no later than 30 days following the meeting at which the Superintendent is evaluated. If the Superintendent does not meet any of the Board's annual performance goals, no PIP will be provided. If the Superintendent resigns from his position prior to the end of a school year (i.e., June 30), he is ineligible to receive a PIP. In no event shall the discretionary PIP exceed \$30,000 in any given year. In determining the Superintendent's discretionary PIP, the Board may consider the following metric areas, minimum percentage increases/improvements, and PIP amounts:

<b>Metric Areas</b>	<b>Minimum Percentage Increase/Improvement Required</b>	<b>Potential Amount</b>
I. 3 <sup>rd</sup> Graders Scoring Proficient or Advanced on the California Standards Test (CST), English Language Arts	Eight percentage points or higher from the previous school year	\$10,000
II. Four Year Cohort Graduation Rate for High School	Eight percentage points or higher from the previous school year	\$10,000
III. Percentage of 9 <sup>th</sup> Graders Scoring Proficient or Advanced on Algebra CST	Eight percentage points or higher from the previous school year	\$10,000

10. During the term of this Agreement, Deasy shall be entitled to all rights, benefits, and burdens afforded to twelve-month classified or certificated administrative employees, as presently provided or as may be later provided by law or rule of the Board of Education, except that Deasy shall be exempt from all provisions relating to obtaining permanent status in a senior management position or administrative position, and Deasy's deductible on his medical health plan will not exceed \$100 each year. Amendments or additions to such benefits or rights may be made by the Board of Education at any time during the term of this Agreement.

11. Notwithstanding any other provision of this Agreement, the Board of Education may effect the termination of this Agreement with or without cause at any point prior to the expiration of this term.

a. In the event that the Board decides to terminate the Agreement without "cause" as defined in Paragraph 11 b below, the Board will notify Deasy of this decision at least thirty (30) days prior to the termination of the Agreement. The Board may terminate the Agreement without cause due to loss of confidence or incompatibility with Board members, dissatisfaction with the Superintendent's leadership or communications style, policy differences, or other lawful discretionary reasons which do not constitute "cause" as defined in Paragraph 11 b below. Deasy shall not be entitled to a "buyout" or any of his salary compensation for the unexpired term of the Agreement after the thirty days' notice provided except Deasy shall be paid any accrued vacation and to the extent any accrued illness hours may be used toward service credit retirement as allowed by law. No other or additional non-cash settlement may be agreed to.

b. In the event that the Board decides to terminate the Agreement with cause, Deasy shall not be entitled to any type of cash or non-cash settlement. However, prior to final determination by the Board of Education of cause for termination, Deasy must have been given reasonable notice of such possible action and of the grounds therefore, and a

reasonable opportunity to be heard by the Board in the way of explanation or defense in closed session. Upon reaching its final determination, the Board or its designee will provide Deasy with personal notice of the termination by communicating to him of its decision to terminate the Agreement. The Board of Education will have no further obligation to Deasy beyond salary and vacation benefits accrued to date upon determination by the Board of Education for "cause", as defined by any one of the following grounds:

- i) Continued and material failure or refusal by Deasy to perform in a satisfactory manner the duties and responsibilities of the position, after 30 calendar days' written notice of same from the Board;
- ii) Serious intentional misconduct or malfeasance;
- iii) Any of the grounds set forth in Education Code Section 44932 *et seq.*, it being understood that such substantive causes are incorporated by this reference as a matter of contract, and that the accompanying statutory dates, warnings, notices and hearing procedures are not so incorporated or included by this reference; or
- iv) Any other cause set forth in applicable law.

This paragraph is intended to comply with Cal. Government Code Section 53260.

12. If, during the term of this Agreement, the General Superintendent shall become unable to perform the duties of his office due to illness or disability, the Board of Education may appoint a person to act during the General Superintendent's absence. In such event, the General Superintendent shall continue to receive illness leave benefits to the extent entitled. For the purposes of this Agreement, "Disability" means a physical or mental illness, injury or condition that prevents the General Superintendent from performing substantially all of his duties under this Agreement for at least 90 consecutive calendar days or for at least 120 calendar days,

whether or not consecutive, in any 365–calendar-day period. The parties agree that the General Superintendent holds a key position within the District, and, thus, his extended absence due to a Disability would constitute an undue hardship on the District’s operations, with no reasonable accommodation available. If such inability shall continue after the exhaustion of all illness leave benefits, the Board of Education may then, at its option, terminate this Agreement.

13. Any disputes or claims otherwise cognizable in court, arising out of or relating to enforcement of this Agreement, or termination of Deasy's assignment or employment, including any contractual, statutory or common law claims, and claims against individual managers, employees, agents and Board of Education members of the District in their capacity as such, as well as against the District itself, shall be submitted to binding arbitration pursuant to the Employment Arbitration Rules of the American Arbitration Association. Statutes of limitations, substantive law, and scope of available remedies shall be the same as if the case were brought in court, except that claims alleging violation of this Contract must be brought, in writing, within one year of the alleged violation. The District shall pay for the expenses of the arbitration itself, but the parties shall each bear the cost of their own case and representation, unless otherwise provided by statute.

Should any provision of this Agreement be declared or be determined by any arbitration to be illegal or invalid, the validity of the remaining parts, terms and provisions shall not be affected thereby and said illegal or invalid part, term or provision, shall be deemed not to be a part of this Agreement. This Agreement shall be governed by the statutes and common law of the State of California.

Notwithstanding the above arbitration agreement, if a termination also affects Deasy's statutory certificated tenure rights, nothing herein is intended to waive the statutory ground, procedures and forum applicable to such tenure rights.

14. Deasy acknowledges that he is a management employee of the District and accordingly is precluded from improperly disclosing confidential and private information during the term of Deasy's employment and thereafter.

15. Deasy acknowledges and agrees that accepting full-time employment with the District is a commitment in the most inclusive sense, requiring professional loyalty to the District and a primary commitment of his time, intellectual energies and efforts to the education, management and leadership needs of the District. If Deasy wishes to pursue outside consulting or employment activities, he must provide prior written notification to the Board and the Ethics Office. The Superintendent, in consultation with the Ethics Office, will consider any real or apparent conflict of interest, time or commitment to the District in deciding whether to approve or deny such requests. Conflicts of interest can occur when personal interests intersect with responsibilities for the District. Conflicts of interest often arise out of a situation rather than due to any issue of character. Conflicts of commitment are situations in which Deasy's time and effort given to outside activities and interests interfere with their obligations and responsibilities to the District. At no time is it acceptable to use District facilities, equipment, personnel or other resources for outside employment activities. Finally, outside employment activities that constitute conflict of interest, or which create the appearance or reality of a conflict, are strictly prohibited. If a situation raising questions of conflict of commitment or interest arises, Deasy shall discuss the matter with the Board or the Ethics Office. Subject to this paragraph, Deasy may participate in professional speaking engagements and receive stipends or other honoraria.

16. Deasy acknowledges and agrees to abide by the District's Revolving Door provisions as required under the District's ethics policies, including observing the "cooling periods" that prohibit employees who leave the District from working on District matters for up to two years. Deasy acknowledges that he has received a copy of the District's Code of Ethics, has reviewed such document, and agrees to abide by the terms therein.



17. Deasy acknowledges and agrees that all Intellectual Property, including but not limited to discoveries, inventions, designs, improvements, ideas, writings, copyrights, publications, study protocols, study results, computer data or programs, or other intellectual property, whether or not subject to trademark, patent or copyright laws, which he shall conceive solely or jointly with others, in the course or scope of his employment with the District or in any way related to the District's business, whether during or after working hours, or with the use of the District's equipment, materials or facilities (collectively referred to herein as "Intellectual Property"), shall be the sole and exclusive property of the District and shall be turned over to the District by Deasy without delay and without further compensation to Deasy. Deasy shall take such steps as are necessary or appropriate to maintain complete and current records of the Intellectual Property conceived by Deasy, and shall without delay or claim assign to the District or its designees, the entire right, title and interest in said Intellectual Property. Deasy shall make no effort to sell any portion of rights to Intellectual Property to the District or any third party. Nothing in this paragraph applies to any intellectual property which Deasy conceived outside the course or scope of his employment with the District.

18. "Protected Information" is any information that relates or refers to Student Data, Employee Data or Health Care Data of students or employees, regardless of whether it is in written, data, or some other format. In addition to those paragraphs dealing with Confidential Information and Intellectual Property in this Agreement, Deasy promises to use Protected Information only for the purpose of duties under this Agreement and promises to keep confidential all Protected Information. Deasy will make no use of Protected Information, in whole or in part, for any other purpose. Deasy will keep confidential all Protected Information and will take all necessary steps to ensure the confidentiality of this information, including but not limited to following Federal, State and local Privacy Laws as well as all Board Rules and Policies relating to the security of Protected Information. If Deasy has any question as to the District's Rules and Policies affecting Protected

Information, he may request a list of policies, and thereafter keep apprised of changes and/or additions to those policies.

19. This Agreement is entered into subject to ratification by a vote of the Board of Education, and is null and void and of no further force or effect if not so ratified.

Copies of this Agreement and any settlement agreement in connection with this Agreement shall be made available to the public upon request.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed by its Superintendent on its behalf, and Deasy has executed the same this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
MONICA GARCIA  
BOARD PRESIDENT

\_\_\_\_\_  
JOHN E. DEASY  
SUPERINTENDENT