

LOS ANGELES UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
GENERAL SUPERINTENDENT OF SCHOOLS
2016-2018

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 MICHELLE KING, hereinafter referred to as "King" 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, the Board and King hereby enter into this Agreement to be effective upon the close of business day on January 12, 2016, 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 King 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 January 12, 2016, and ending June 30, 2018. In the event that the Board decides to not re-elect or re-employ King upon expiration of this term, the District will notify King 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, King shall be deemed reelected in accordance with the requirements of Education Code Section 35031 for a term of the same length as the one completed, and under the same terms and conditions and with the same compensation.

3. Subject to paragraph 12, 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 her intention to do so, at least 90 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, without any additional payment required. 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. King shall perform those duties assigned by the Board of Education. Subject to Board approval, King may select personnel staff who directly report to her. King agrees to give the Board prior notification of her recommendation, which shall be presented to the Board for approval.

5. The salary of King shall be fixed at \$350,000 annually and shall be apportioned and paid commencing on January 12, 2016, on the payroll period in effect for twelve-month certificated employees of the District.

6. King shall be entitled to the use of a District-owned automobile, and King 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, subject to approval by the Board. 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), subject to approval by the Board. The Board shall be provided with a monthly statement and accounting of King's business expenses. The Board agrees to pay the annual fee for membership of the General Superintendent in appropriate professional organizations as well, subject to approval by the Board.

8. During the term of this Agreement, King shall receive an annual performance evaluation by the Board of Education to be completed by October 31 of each academic year. In conducting her 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 (*e.g.*, student enrollment, District budget and fiscal health among others). Failure to provide any performance evaluation shall not be considered a material breach of this Agreement, and shall be of no legal consequence.

9. In the event that King is not able to take vacation due to District business, King may submit a request by March 31 of each year to the Board to exercise its discretion whether or not to allow her to continue accrual of her vacation hours or to cash out any vacation hours in excess of the District's cap (*i.e.*, 289.15 hours) during the July payroll cycle.

10. Notwithstanding paragraph 11, King shall not be entitled to any pay increase to her base salary during the term of the Agreement unless expressly approved by the Board of Education.

11. King shall be entitled to receive the same health and welfare benefits accorded to other 12-month certificated administrative employees of the District.

12. Notwithstanding any other provision of this Agreement, the Board of Education may effect the termination of this Agreement for cause or for no cause at any point prior to the expiration of this term.

a. In the event that the Board decides to terminate the Agreement for “cause” as defined in Paragraph 12(b) below, the Board will notify King of this decision at least ninety (90) days prior to the termination of the Agreement. The Board may terminate the Agreement for no cause for any reason whatsoever (including, but not limited to, for example loss of confidence or incompatibility with Board members, dissatisfaction with the King’s leadership or communications style, or policy differences). King shall not be entitled to a “buyout” or any of her salary compensation for the unexpired term of the Agreement after the ninety days’ notice provided except King 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. The Board may elect to proceed with a “no cause” termination even if it believes there is a basis for a “for cause” termination.

b. In the event that the Board decides to terminate the Agreement for cause, then no 90-day notice period is required. King 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, King must have been given 2 weeks’ 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 King with notice of the termination

by communicating to her (via telephone, email and/or in person) its decision to terminate the Agreement. The Board of Education will have no further obligation to King 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 King 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. By law, the provisions of Government Code section 53260 *et seq.* apply to this Agreement. Although there is a 90-day notice termination clause in this Agreement and therefore no payment beyond 90 days is available, the following language is included to comply with Government Code section 53260: This is to confirm that regardless of the term of this Agreement, if this Agreement is terminated the maximum cash settlement that the Superintendent may receive shall be an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 12 months, the maximum cash settlement shall be an amount equal to the monthly salary of the General Superintendent multiplied by 12.

13. If, during the term of this Agreement, the General Superintendent shall become unable to perform the duties of her 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 her 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, her 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.

14. Should any provision of this Agreement be declared or be determined 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 law of the State of California. If a termination also affects King's statutory certificated tenure rights, nothing herein is intended to waive the statutory ground, procedures and forum applicable to such tenure rights.

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

16. King 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 her time, intellectual energies and efforts to the education, management and leadership needs of the District. If King wishes to pursue outside consulting or employment activities, she must provide prior written notification to the Board and Ethics Office for approval and receive the approval of the Board prior to engaging in any such activities. The Board, 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 King'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, King shall discuss the matter with the Board and the Ethics Office and resolve the conflict to the Board's satisfaction.

17. King 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. King acknowledges that she has received a copy of the District's Code of Ethics, has reviewed such document, and agrees to abide by the terms therein.

18. King 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 she shall conceive solely or jointly with others, in the course or scope of her 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 King without delay and without further compensation to King. King shall take such steps as are necessary or appropriate to maintain complete and current records of the Intellectual Property conceived by King, and shall without delay or claim assign to the District or its designees, the entire right, title and interest in said Intellectual Property. King 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 King conceived outside the course or scope of her employment with the District.

19. "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, King promises to use Protected Information only for the purpose of duties under this Agreement and promises to keep confidential all Protected Information. King will make no use of Protected Information, in whole or in part, for any other purpose. King 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 King has any question as to the District's Rules and Policies affecting Protected Information, she may request a list of policies, and thereafter keep apprised of changes and/or additions to those policies.


20. 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.

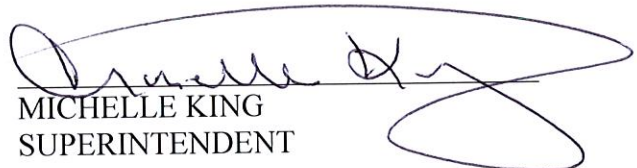
Copies of this Agreement and any settlement agreement in connection with this Agreement shall be made available to the public upon request.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed by its Board President on its behalf, and King has executed the same this 12th day of

January, 2016.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By 
STEVE ZIMMER
BOARD PRESIDENT


MICHELLE KING
SUPERINTENDENT