

LOS ANGELES UNIFIED SCHOOL DISTRICT
EMPLOYMENT AGREEMENT
GENERAL SUPERINTENDENT OF SCHOOLS
2018 - 2021

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 AUSTIN BEUTNER, hereinafter referred to as "Beutner" 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 California Education Code Section 35031, the Board and Beutner hereby enter into this Agreement to be effective on May 14, 2018, 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 Beutner hereby accepts employment as General Superintendent of the Los Angeles Unified School District of Los Angeles County, for the term commencing on May 14, 2018, and ending June 30, 2021 (the "Term"). In the event that the Board decides not to re-elect or re-employ Beutner upon expiration of the Term, the District will notify Beutner of this decision at least forty-five (45) days prior to the expiration of the Term. If such notice is not given, Beutner shall be deemed re-elected in accordance with the requirements of California 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 his intention to do so at least ninety (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. The General Superintendent 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. Beutner shall perform those duties assigned by the Board of Education. The Board understands that the General Superintendent does not have an administrative or teaching credential, and pursuant to California Education Code Section 35029, hereby waives the credentialing requirement for this position. Subject to Board approval, not to be unreasonably withheld, the General Superintendent may select staff who directly report to him. The General Superintendent agrees to give the Board prior notification of his recommendation.

5. The salary of Beutner shall be fixed at \$350,000 annually and shall be paid commencing on May 14, 2018, in substantially equal installments in accordance with the normal payroll practices in effect for twelve-month certificated employees of the District.

6. Beutner shall be entitled to the use of a District-owned automobile, and Beutner will keep adequate records of any use of that automobile for non-District business as specified by the Controller. To the extent Beutner utilizes the automobile for non-District business, the District will compute the amount of mileage associated with such use, which

will be recorded as compensation to the General Superintendent. As is necessary to ensure the General Superintendent's safety and security, the Board will provide the General Superintendent with security and with the use of a driver in connection with the performance of his duties under this Agreement.

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 Beutner'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, Beutner 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) fiscal sustainability; 2) student attendance; 3) student graduation rates; 4) student achievement; 5) parent and community engagement; 6) transparency and accountability; 7) the opportunity gap and making appropriate resources available to students in need; 8) safety of schools; and (9) such other goals the Board and General Superintendent may set from time to time 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 the General Superintendent is not able to take vacation due to District business, Beutner may submit a request by March 31 of each year to the Board to exercise its discretion whether or not to allow him to continue accrual of his vacation hours or to cash out any vacation hours in excess of the District's cap (i.e., presently 289.15 hours) during the July payroll cycle.

10. Beutner shall not be entitled to any increase to his base salary during the term of the Agreement unless expressly approved by the Board of Education.

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

12. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement "for Cause" or for "no Cause" at any point prior to the expiration of the Term.

a) In the event the Board decides to terminate the Agreement prior to the end of the Term without "Cause" as defined in Paragraph 12(b) below, the Board will provide Beutner with written notice of that decision at least ninety (90) days prior to the termination date. The Board may terminate the Agreement without "Cause" for any reason whatsoever (including, but not limited to, for example, loss of confidence or incompatibility with Board members, dissatisfaction with the Beutner's leadership or communications style, or policy differences). Beutner shall not be entitled to a "buyout" or any of his salary compensation for the remainder of the Term after the ninety (90) days' notice period has concluded, except Beutner shall be paid any accrued vacation and shall be permitted to utilize any accrued illness hours toward service credit for any retirement fund, as permitted by applicable 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” prior to the end of the Term, no ninety (90)-day notice period is required. Beutner shall not be entitled to any type of cash or non-cash settlement in connection with such a termination. However, prior to final determination by the Board of Education of the existence of “Cause” for termination, Beutner must have been given no less than thirty (30) days’ written notice of such possible action, which shall state the basis for the “Cause,” and a detailed description of the grounds constituting “Cause.” Upon receipt of such notice, Beutner shall be given a reasonable opportunity to be heard by the Board with respect to the asserted grounds for “Cause” in a closed session. Upon reaching its final determination, the Board or its designee will provide Beutner with written notice of the decision, including, if applicable, notice of termination. The Board of Education will have no further obligation to Beutner beyond salary and vacation benefits accrued through the termination date. “Cause” means any of the following:

- i. Continued and willful failure or refusal by Beutner to materially perform in a satisfactory manner the duties and responsibilities of the position;
- ii. Serious intentional misconduct or malfeasance;
- iii. Immoral conduct that is the basis for an offense described in Section 44010 or 44011 of this code, or in Sections 11165.2 to 11165.6, inclusive, of the Penal Code;
- iv. Unprofessional conduct;

v. Commission, aiding, or advocating the commission of acts of criminal syndicalism, as prohibited by Chapter 188 of the Statutes of 1919, or in any amendment to that chapter.

vi. Dishonesty;

vii. Evident unfitness for service;

viii. Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the state board or by the governing board of the school district employing him;

ix. Conviction of a felony or of any crime involving moral turpitude.

x. Violation of Section 51530 or conduct specified in Section 1028 of the Government Code, added by Chapter 1418 of the Statutes of 1947;

xi. Alcoholism or other drug abuse that makes the employee unfit to associate with children; or

iv) Any other cause set forth in applicable law.

For the avoidance of doubt, none of the accompanying statutory dates, warnings, notices and hearing procedures with respect to dismissal proceedings under California Education Code Section 44932 *et seq* are incorporated or applicable in this Agreement;

c) This subparagraph is intended to comply with California Government Code Section 53260. By law, the provisions of California Government Code Section 53260 *et seq.* apply to this Agreement. Although there is a ninety (90)-day notice “no Cause” termination clause in this Agreement and therefore no payment beyond ninety (90) days is available, the following language is included to comply with

California 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 General 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 twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of the General Superintendent multiplied by twelve (12).

d) As required by California Government Code section 53243.2, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the District shall be fully reimbursed to the District if the General Superintendent is convicted of a crime involving an abuse of his or her office or position.

13. If, during the term of this Agreement, the General Superintendent shall become unable to perform the duties of his office due to Disability for more than twenty (20) consecutive days, the General Superintendent shall notify the Board President. The General Superintendent and the Board President or designee shall then discuss the General Superintendent's anticipated return date, how the District will continue to operate in his absence, and the likelihood of returning (among other related topics). In the event the General Superintendent is unable to perform the duties of his office due to Disability for more than twenty (20) consecutive work days, the Board of Education shall have the sole discretion to appoint a person to act during the General Superintendent's absence and 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 the essential functions of the position under this Agreement. 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 continues after twelve (12) workweeks, or if the inability exists on an intermittent basis that when, taken together, constitutes twelve (12) workweeks, and the Board determines that the General Superintendent is not performing the essential functions of the position, the Board of Education may then, at its option, terminate this Agreement at the end of the twelve (12) workweeks and "buy out" any remaining illness pay, or wait until after the exhaustion of all illness leave benefits. In the event this Agreement is terminated and the individual serving as General Superintendent retains permanency in a certificated or classified position, he may have rights to return or bump back into such a vacant position, if any, or to be placed on a reemployment list.

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 any statutory certificated tenure rights of Beutner, nothing herein is intended to waive the statutory ground, procedures and forum applicable to such tenure rights.

15. Beutner 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 Beutner wishes to pursue outside consulting or employment activities, he 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; provided, however, that nothing herein shall preclude Beutner (i) from serving on the boards of directors or trustees (including committees) of, and performing voluntary services (e.g., charitable work) for, non-profit organizations, subject to the prior written approval of the

Board; or (ii) from continuing to serve on the boards of directors or trustees (including committees) of any non-profit organizations on which he currently serves as set forth in Exhibit A, all of which has been disclosed to and approved by the Board, in consultation with the Ethics Office. Notwithstanding the foregoing, Beutner shall not solicit charitable contributions or donations to any non-profit organizations on whose board of directors or trustees he serves from any person or entity doing business with, planning to do business with, or having done business during the previous two (2) years with the District. 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 Beutner's time and effort given to outside activities and interests interfere with his 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, Beutner shall discuss the matter with the Board and the Ethics Office and resolve the conflict to the Board's satisfaction.

16. The Board acknowledges that Beutner served on the Board of Directors of Vision to Learn, a non-profit organization with which LAUSD has partnered to provide vision care services, including optometric examinations and glasses to students in need, pursuant to a Professional Services Contract (LAUSD Contract Number 4400005525) that was entered into in July 2017 after an arms'-length RFP process. Upon assuming office as General Superintendent and for the duration of the Term, Beutner will recuse himself from any involvement or participation in all decisions relating to the District's relationship with Vision to Learn or with

any other provider of vision care services for the District. Beutner and the Board acknowledge that the Professional Services Contract between the District and Vision to Learn is under review. In order to prevent any appearance of a conflict of interest, upon Beutner's assuming office as General Superintendent, all further proceedings and matters relating to that review shall be overseen by the District's Board President, in consultation with outside counsel.

17. Beutner 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. Beutner 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.

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

19. “Confidential Information” is any non-public information relating to District business that is discussed by the Board or disclosed to the Board in a closed session that is identified as confidential. Beutner acknowledges that he will have access and exposure to Confidential Information as part of his role as General Superintendent. Beutner agrees at all times to maintain as confidential and not to disclose to others or use for any improper purpose any Confidential Information that he has learned or may hereafter learn in accordance with the District’s rules and procedures, except that he may use or disclose the Confidential Information at such time as the Confidential Information becomes publicly known through no fault or action of Beutner.

20. “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, Beutner promises to use Protected Information only for the purpose of duties under this Agreement and promises to keep confidential all Protected Information. Beutner will make no use of Protected Information, in whole or in part, for any other purpose. Beutner 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 Beutner 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.

21. 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 Beutner has executed the same this _____ day of _____, 2018.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By _____
MÓNICA GARCÍA
BOARD PRESIDENT

GENERAL SUPERINTENDENT
AUSTIN BEUTNER

Exhibit A

National Park Foundation