

SEPARATION AGREEMENT
WITH RELEASE OF ALL CLAIMS

This Agreement is entered into by and between DR. JOHN DEASY (“DEASY”), an individual, and the LOS ANGELES UNIFIED SCHOOL DISTRICT (the “DISTRICT”), a California public school district, (collectively the “Parties”), and is made with reference to the following facts:

- A. DEASY is currently serving as the General Superintendent of Schools for the DISTRICT.
- B. DEASY has determined to resign as the General Superintendent of Schools from the DISTRICT.
- C. The District’s Board of Education will appoint an Acting and/or Interim Superintendent, effective immediately. Given DEASY’s institutional knowledge and experience with respect to existing and planned DISTRICT programs, the DISTRICT may require the assistance of DEASY as it transitions to new leadership.
- D. In addition, there is various pending and threatened litigation against the DISTRICT, with respect to which DEASY’s assistance may be required either as a witness or a source of information or otherwise.
- E. The Parties desire to facilitate a smooth transition resulting from DEASY’s separation from the DISTRICT and to resolve any disputes that may exist between them based on the terms and conditions set forth hereinafter.

Now therefore in consideration for their mutual promises, the Parties agree as follows:

1. DEASY hereby agrees to and hereby does submit his resignation as General Superintendent of Schools, effective immediately and with the last date of employment on December 31, 2014. The resignation as General Superintendent of Schools is hereby accepted by the DISTRICT. DEASY shall return all DISTRICT property, including but not limited to his DISTRICT-issued vehicle, cell phone, iPad, laptop, upon demand with one business day notice. Along with his final paycheck, DEASY will

be paid his accrued vacation hours, subject to the regular required tax and other deductions and contributions. The DISTRICT agrees to pay DEASY the amount of cost of health benefits through June 30, 2015.

2. Upon approval of this Agreement by the Board, through December 31, 2014, DEASY will be on special assignment, available on reasonable notice and upon request by the DISTRICT to assist with the transition and to perform various assignments to be determined by the DISTRICT, including but not limited to providing advice and assistance to the Acting, Interim, and/or successor Superintendent and with respect to various programs and issues. During such period of time, DEASY will be paid his previous regular salary (including benefits) but he will not accrue additional vacation time. DEASY is not to perform any DISTRICT work unless requested to do so. During such period of time, DEASY is free to pursue other employment and consulting opportunities of any kind and to receive compensation for such, except that (a) in the event DEASY obtains regular, ongoing, full time employment prior to December 31, 2014, he will advance his resignation to the date of commencement of the regular, ongoing, full time employment, and (b) in the event any consulting work interferes with DEASY's obligations under this Agreement, he will advance his resignation as well.

3. In the event that DEASY is required to appear or participate in any legal proceeding involving the DISTRICT, the DISTRICT shall cover all travel costs associated with such appearance or participation. DEASY shall not appear or participate in any legal proceeding involving or concerning the DISTRICT without the express permission of the Office of General Counsel (unless subject to a subpoena).

4. It is a further condition of the consideration hereof and the Parties' intention that in executing this Agreement that should be effective as a bar to each and every claim, demand and cause of action by DEASY or the DISTRICT, including any and all complaints, civil actions, administrative actions and

grievances. By executing this Agreement, including the releases contained herein, neither party admits any violation of law or any wrongdoing whatsoever.

5. In consideration of the promises set forth herein, DEASY hereby, on behalf of himself (and his successors and assigns) releases and forever discharges the DISTRICT, its Board members, employees, agents, attorneys, and representatives from any and all known or unknown claims, demands, actions or causes of action whatsoever that now exist or that may arise in the future, based upon events occurring or omissions on or before the date of his signing this Agreement. DEASY represents that he is unaware of any undisclosed District-related misconduct that he engaged in as of the date of this Agreement. Based on this representation, the DISTRICT likewise releases and forever discharges DEASY, his spouse, agents, attorneys, and representatives from any and all known or unknown claims, demands, actions or causes of action whatsoever that now exist or that may arise in the future. DEASY will remain entitled to representation and a defense in accordance with the Government Claims Act, section 810 et seq., and applicable State law.

6. The claims released include, but are not limited to, claims based on the Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, American with Disabilities Act of 1990, the California Labor and Education Codes, and the Age Discrimination in Employment Act of 1967, as well as any other theory based in contract, tort, statute, Constitution or common law. This Agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the Parties.

7. In furtherance of the complete release of claims, and subject to DEASY's representation in Paragraph 5, above, the parties expressly release claims known and unknown, suspected or unsuspected, and waive any and all rights and benefits conferred upon them by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE which section has been explained to the parties by their legal counsel, and which they fully understand. SECTION 1542 provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the Debtor.

8. It is expressly understood and agreed by DEASY and the DISTRICT that this Agreement is in full accord, satisfaction and discharge of doubtful and disputed claims, and that this Agreement has been executed with the express intention of effectuating the legal consequences provided for in Section 1541 of the California Civil Code, i.e., the extinguishing of all obligations as herein described. Section 1541 has been fully explained to DEASY by his legal counsel and is fully understood by him. Section 1541 reads as following:

Obligation Extinguished by Release. An obligation is extinguished by a release therefrom given to the Debtor by the Creditor, upon a new consideration, or in writing, with or without new consideration.

9. Except as provided in Paragraph 2 above, DEASY agrees that he will not seek or accept employment or independent contractor status with the DISTRICT in any capacity in the future., and the DISTRICT agrees that it will not seek his employment in the future.

10. The parties agree to issue the following joint media statement immediately:

“Today, Superintendent John Deasy tendered his resignation as General Superintendent of Schools from the District. We thank Dr. Deasy for over three years of devoted service to the District and its students. In that period of time, academic achievement rose substantially despite severe economic hardships, and the students of the District have benefitted greatly from Dr. Deasy’s guidance. We look forward to jointly celebrating all of the successes of our students that have occurred during Dr. Deasy’s tenure as Superintendent. While the District's

investigation into the Common Core Technology Project has not concluded, the Board wishes to state that at this time, it does not believe that the Superintendent engaged in any ethical violations or unlawful acts, and the Board anticipates that the Inspector General's report will confirm this. We further jointly desire a smooth transition in leadership. Towards that end, Dr. Deasy has agreed to remain on special assignment with the District until December 31, 2014."

11. Each of the parties hereto warrants that he or it will cooperate with the other party to carry out, effectuate and accomplish the terms of this Agreement. Accordingly, where appropriate, and in furtherance of carrying out the terms and conditions of this Agreement, each party will sign any and all additional papers and obtain and convey any and all necessary documentation to any other party.

12. In the event any of the terms or provisions of this Agreement are found to be legally unenforceable, then the remaining terms and conditions shall nevertheless be enforceable without regard to any such provisions or terms that are found to be legally unenforceable.


13. The parties understand and agree that this Agreement constitutes the sole Agreement between the parties, and that in signing this Agreement they have not relied on any other promises, inducement or representations other than as expressly set forth herein in deciding to sign this Agreement. This Agreement constitutes the sole Agreement between the parties as to the subject matter of this Agreement and supersedes all prior discussions or agreements, including superseding the 2011-2014 "Los Angeles Unified School District Employment Agreement General Superintendent of Schools" between the DISTRICT and DEASY (and any attachments and amendments thereto). Any modifications to this Agreement must be made in writing and signed by all parties to this Agreement. This Agreement affects claims and demands which are disputed, and by executing this Agreement neither of the parties admits or concedes any of the claims, defenses, or allegations which were raised or could be raised by the other

party or any third party. Moreover, neither this Agreement, nor any part of this Agreement, shall be construed to be or shall be admissible in any proceeding as evidence of or any admission by any party of any violation of law or any wrongdoing whatsoever. This Agreement may be introduced, however, in a proceeding to enforce the provisions and/or the intent of this Agreement. It is further expressly understood and agreed that DEASY has not relied upon any advice from DISTRICT and/or its attorneys whatsoever with respect to this Agreement. Each party is solely responsible for his/its own attorneys' fees and costs in connection with negotiating and enforcing this Agreement.

14. Having read the foregoing and understood and agreed to the terms of this Agreement, consisting of a total of seven typewritten pages, the parties hereby voluntarily affix their signatures. This Agreement shall be interpreted under the laws of the State of California.

15. This Agreement is subject to Board approval, but cannot be withdrawn by DEASY until considered and acted upon by the Board at an upcoming meeting. Without Board approval, this Agreement shall be null and void.

Dated: October 15, 2014

By:  _____
JOHN E. DEASY

Dated: October __, 2014

By:  _____
LOS ANGELES UNIFIED SCHOOL DISTRICT