

**AGREEMENT FOR EMPLOYMENT OF CHIEF ADMINISTRATIVE OFFICER
(CLASSIFIED EMPLOYEE)
BETWEEN THE GOVERNING BOARD OF THE
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
AND
LATANYA KIRK CARTER**

This agreement is entered into this 23rd day of September 2014 by and between the Governing Board of the Beverly Hills Unified School District, ("District") and LaTanya Kirk Carter ("Chief Administrative Officer" or "CAO").

1. Term of Agreement

Pursuant to an action of the District's Governing Board, the District hereby employs LaTanya Kirk Carter, and LaTanya Kirk Carter accepts employment as Chief Administrative Officer, Beverly Hills Unified School District. The term of this Agreement shall be from October 1, 2014 through October 31, 2016. The Board shall have the option to extend this agreement through October 31, 2017, and must exercise this option to extend the agreement by one additional year by September 15, 2017.

2. Senior Management Position

The position of Chief Administrative Officer has been designated as Senior Management by Board of Education pursuant to Education Code Section 45100.5. As a Senior Management position, the Chief Administrative Officer shall not accrue or be entitled to permanency in the position of Chief Administrative Officer.

3. Duties

LaTanya Kirk Carter agrees to perform the duties of Chief Administrative Officer in the manner and as prescribed by and in accordance with: the laws of the State of California; the policies and procedures of the Governing Board; the supervision and direction of the Superintendent; and the job description for the Chief Administrative Officer.

4. Compensation

The annual base salary shall be \$175,000.00, paid in twelve (12) monthly installments.

The CAO shall receive the following additional compensation to be paid by the district:

- a. Auto Allowance: \$250.00 monthly
- b. Cell Phone Allowance: \$150.00 monthly

5. Fringe Benefits

The CAO shall be provided the health and welfare benefits accorded to other classified management employees of the District.

6. Vacation, Holidays and Sick Leave

The CAO shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement or a portion thereof; provided, however, that the CAO shall be entitled to twenty-two (22) days of annual vacation with pay, in addition to her entitlement to time off for holidays defined in Sections 17220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month management employees of the District. In the event of termination of this agreement, the CAO shall be entitled to compensation for previously accrued unused vacation at the salary rate effective during the school year in which the vacation credit was earned. In no case shall more than forty-four (44) days of unused vacation be paid at the expiration or termination of this agreement.

The CAO shall be provided with one (1) day per month sick leave, credited in advance for her current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations.

7. Expenses

The District shall reimburse the CAO for actual and job related expenses incurred by her within the scope of her employment. The CAO will submit an itemized claim for such expenses monthly and such items claimed must be a proper use of District funds. Wherever possible, original receipts and/or invoices should be submitted in support of the claim.

8. Membership and Dues

The District shall pay on behalf of the CAO all associated costs, including annual membership fees for the California Association of School Business Officers (CASBO), Association of California School Administrators (ACSA), and such other memberships as may be approved by the Board.

9. Outside Professional Activities

With prior approval of the Superintendent, the CAO may undertake consulting work, speaking engagements, writing, lecturing, or other professional activities, provided such activities do not interfere with or conflict with the CAO's performance of her duties under this Agreement.

10. Evaluation

The Superintendent shall meet annually with the CAO to discuss and evaluate the performance of the CAO and the working relationship between the CAO and the Superintendent. The evaluation shall be based on at least the following: community relations, staff relations, facilitation of and support for educational programs, business and financial matters, and professional and leadership development, as well as agreed upon goals established at the beginning of the year between the Superintendent and the CAO. Such goals shall be established by November 15 of the first year of this agreement and between July 1 and August 31 in each year thereafter, and the final written evaluation shall be completed no later than July 15 of each year of this agreement.

11. Settlement Parameters

If this Agreement is terminated prior to the stated expiration date and if the parties negotiate a settlement thereunder, any such settlement shall be limited as follows:

- a. The maximum case settlement shall not exceed an amount equal to the CAO's base monthly salary times the remaining months of the Agreement's term or twelve (12) months, whichever is the lesser.
- b. Health benefits, if part of a settlement, shall not be continued beyond the same date as the cash settlement pursuant to 11(a), or after the CAO finds other employment, whichever occurs first.

This section shall not be interpreted or applied to require any settlement. The parameters herein are maximums and do not establish in any way the terms of a settlement, if any, except to set outside limits pursuant to law.

12. Termination of Agreement

This Agreement and all of its incumbent rights and obligations may be terminated, along with the CAO's employment with the District by:

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the CAO upon ninety (90) calendar days prior written notice. In addition, should the CAO submit a formal application for employment to another district, she shall notify the Superintendent of her candidacy to another public school district.
- b. Non-renewal of Agreement by the Board. The Board may elect not to renew this Agreement for any reason by providing the CAO with ninety (90) calendar days advanced written notice prior to August 1, 2017, that the Agreement will terminate as of October 31, 2017. Should such notice not be provided, this Agreement shall be extended for a term of one additional year, with same ninety (90) day advance written notice requirement for termination of the Agreement in each succeeding year.
- c. Discharge For Breach of Contract For Good and Just Cause. The CAO may be discharged for material breach of this Agreement or for good and just cause provided, however, that the Board does not arbitrarily or capriciously call for her dismissal. The CAO previously will have been provided by the Board with reasonable time to correct the conditions which are the cause for the proposed discharge, unless exceptional and unforeseen circumstances have occurred which require immediate action. Notice of the proposed discharge by the Board shall be given in writing to the CAO along with a reasonably detailed statement of the charges and copies of the materials upon which the proposed action is based. The CAO shall be entitled to a hearing before the Board. Reasonable time shall be permitted for the CAO to prepare for the hearing. Such hearing shall be conducted in closed session, unless specifically prohibited by state law or a public hearing is requested by the CAO. Any decision by the Board shall be in writing and shall be served upon the CAO. The decision shall set forth either a rescission of the charges or the charges found to exist, and the final decision shall specify the action to be taken with respect to the CAO's employment with the District.

12. Governing Law

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Governing Board of the Beverly Hills Unified School District, or any amendments thereto, as well as those of the California State Board of Education. Such laws, rules and regulations are to be considered as a part of the terms of this Agreement.

13. Complete Agreement

This Agreement is the full and complete agreement between the parties hereto. Any amendments, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Governing Board and the Chief Administrative Officer.

IN WITNESS HEREIN, we affix our signatures to this Agreement as the full and complete understanding of the relationship between the parties hereto.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

Gary W. Woods, EdD, Superintendent of Schools
Secretary of the Board

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of Chief Administrative Officer of the Beverly Hills Unified School District.

Date of Acceptance

LaTanya Kirk Carter
Chief Administrative Officer