

## AGREEMENT FOR EMPLOYMENT

WHEREAS, Los Angeles Unified School District ("District") wishes to employ Ramon Cortines ("Cortines") as Senior Deputy Superintendent;

WHEREAS, Cortines wishes to provide service to the District, but declines to accept the full benefits and rights afforded District employees, including rights provided by law;

WHEREAS, The District offered Cortines an annual salary of \$270,000, and Cortines countered with the lower compensation level of \$250,000, due to the budgetary constraints of the District;

WHEREAS, Cortines enthusiastically accepted the offer of annual compensation at the level of \$250,000;

WHEREAS, the Parties wish to enter into an at-will employment relationship, by which Cortines will serve at the pleasure of the District's Superintendent:

WHEREFORE, the Parties agree as follows:

1. The District hereby employs Cortines to serve in the position of Senior Deputy Superintendent, day to day, commencing April 9, 2008.
2. Cortines shall serve at the pleasure of, and perform those duties assigned by, the District's Superintendent of Schools.
3. Salary for Cortines shall be fixed at \$250,000 annually and shall be apportioned and paid commencing April 9, 2008 on the payroll period in effect for twelve-month certificated employees of the District.
4. In lieu of health insurance, the District shall pay the monthly premiums on a long-term care insurance policy, to be selected by Cortines. Cortines understands that the District's obligation to make premium payments will cease if his employment is terminated within one year of his date of hire. However, if Cortines remains employed for one year, then effective April 9, 2009, the District will be obligated to pay the monthly premiums on such policy throughout the remainder of Cortines' life. Cortines understands that there may be tax ramifications for him due to receipt of this benefit. Cortines is encouraged to consult with his own tax advisors, and agrees that he has not relied, nor will rely, upon the District for tax advice regarding this benefit.
5. Cortines shall be entitled to the use of a District-owned automobile for business purposes.
6. Cortines understands that he shall not obtain permanent status, and that upon termination of his at-will employment, no further amounts will be owed to him, other than

compensation and payments owed at the time of termination.

7. Notwithstanding any provision of law, Cortines' employment may be terminated or revised by the Superintendent at any time with or without cause. Notice of a decision to terminate Cortines' employment may be given at any time without reference to the provisions of Education Code Section 35031.

8. The parties understand that, in accordance with Government Code Section 995 *et seq.*, the District will provide a legal defense for Cortines in any action brought against Cortines in his official or individual capacity, on account of any act or omission in the course and scope of his employment with the District. The District will also pay any judgment, compromise or settlement reached in conjunction with such defense, in accordance with Government Code Section 825 *et seq.*

9. Any disputes or claims otherwise cognizable in court, arising out of or relating to termination of Cortines' assignment or employment shall be submitted to binding arbitration pursuant to the Employment Arbitration Rules of the American Arbitration Association.

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

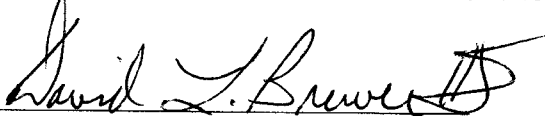
Dated: 3 July 08

Dated: 7-1-08

LOS ANGELES UNIFIED SCHOOL DISTRICT

SENIOR DEPUTY SUPERINTENDENT,

By



DAVID L. BREWER, III  
Superintendent



RAMON CORTINES