

**AGREEMENT FOR THE EMPLOYMENT OF THE
DEPUTY SUPERINTENDENT
OF THE TORRANCE UNIFIED SCHOOL DISTRICT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is effective July 1, 2025, by and between the Torrance Unified School District (“TUSD” or “District”) through its Board of Education (“Board”) and Dr. Keith Butler (“Deputy Superintendent”), hereinafter referred to as “the Parties.” The Parties hereby mutually agree and promise as follows:

1. TERM

The District employs Dr. Butler as the Deputy Superintendent pursuant to this Agreement, for a period commencing on July 1, 2025 and ending on June 30, 2028.

2. LEADERSHIP ROLE, RESPONSIBILITIES AND DUTIES OF THE DEPUTY SUPERINTENDENT/CHIEF BUSINESS OFFICER

2.1. Dr. Butler shall serve as the District’s Deputy Superintendent. As Deputy Superintendent, Dr. Butler will be designated authority by the Superintendent in the Superintendent’s absence to act as the Superintendent for any such duties as allowed by TUSD Board Policy and the California Education Code. All powers and duties that may be delegated by the Superintendent to the Deputy Superintendent are to be performed in accordance with all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the policies and administrative regulations of the District’s Board of Education. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement.

2.2. Dr. Butler, as the Deputy Superintendent, shall also continue to perform the duties and responsibilities previously required of the District’s Chief Business Officer. The duties and responsibilities of the Deputy Superintendent may change or evolve as the organization and management needs of the District change or evolve. The Deputy Superintendent's duties and responsibilities shall be performed in accordance with the laws, rules and regulations, and the policies and administrative regulations as set forth above.

2.3. At the direction of the Superintendent, the Deputy Superintendent shall coordinate, assess, and supervise the District’s Business Services Division at the direction of the Superintendent and in accordance with the position description for this management position.

3. WORKING RELATIONS

Devotion to District Business

3.1. (a) Dr. Butler agrees that he will at all times loyally and conscientiously perform all of the duties, responsibilities and powers, expressly or impliedly, required of the District’s Deputy Superintendent.

(b) Dr. Butler shall devote his work time, ability, and attention to the business of the Deputy Superintendent during the term of this Agreement.

(c) Dr. Butler is not prohibited from engaging in consulting work, lectures, speaking engagements, writing or other professional work for hire during his vacation days. In addition, the expenditure of reasonable amounts of time for educational, charitable, or professional activities, such as attendance of seminars conducted by any school district-related association. Such activities shall not interfere with the performance of Dr. Butler's duties under this Agreement.

Conflict of Interest

3.2. During the term of this Agreement, Dr. Butler shall abide by the applicable conflict of interest laws of the State of California.

4. ANNUAL PERFORMANCE EVALUATION

The Deputy Superintendent's performance will be evaluated annually by the Superintendent. The Superintendent will determine the level of fulfillment of the Deputy Superintendent's performance.

5. EMPLOYMENT COMPENSATION AND BENEFITS

5.1. During the term of this Agreement, the Deputy Superintendent shall be provided the following compensation and benefits:

(a) The annual salary for the Deputy Superintendent shall be two hundred eighty-eight three hundred and fifty-three dollars (\$288,353), effective July 1, 2025.

(b) The Deputy Superintendent shall also receive an annual stipend for his earned doctorate degree in the same amount as provided to all twelve-month District management employees. The stipend will be paid on a prorated monthly basis and, to the extent permitted by law, shall be deemed "creditable compensation" for purposes of being included in monthly salary and CalPERS.

(c) Commencing fiscal year 2025-2026, the annual salary, including doctoral stipend, may be increased by the Board of Education by the same percentage increase as is extended to the certificated bargaining unit employees. The Board of Education retains the right to declare any salary increase effective on the first day of the District's fiscal year. Any increase in salary does not automatically extend the term of this Agreement. Any term extension of this Agreement requires specific action by the Board of Education.

5.2. (a) The Deputy Superintendent, his spouse, and eligible dependents shall receive District-paid family medical, dental, and vision coverage equivalent to the medical plans provided to District Management employees. These health and welfare benefits shall also include the same contribution and deductible amounts required for District Management employees.

(b) (1) All reasonable and necessary expenses incurred for District business shall be paid by the District based upon receipts submitted by the Deputy Superintendent. Travel for District business shall be paid for, or reimbursed, in accordance with District rules and regulations.

(2) The Deputy Superintendent may use District communications equipment for reasonable personal use.

(c) The Deputy Superintendent shall earn vacation as follows:

(1) The Deputy Superintendent shall earn vacation at the rate of two (2) days per full month of paid services.

(2) The Deputy Superintendent shall schedule any accrued and unused vacation days in consultation with the Superintendent.

(3) The Deputy Superintendent may surrender up to ten (10) vacation days per year in exchange for compensation at his then-current rate of pay.

(4) If a holiday falls during vacation leave, the Deputy Superintendent shall not be charged for that day as a day of vacation.

(5) At the conclusion of Dr. Butler's employment with the District, Dr. Butler shall be compensated in accordance with Board Policy for unused vacation.

(d) (1) The Deputy Superintendent shall be entitled to one (1) day of sick leave for each month of service for illness, injury, or legally established quarantine with full pay. Unused sick leave shall accrue from year to year without limitation as provided by the Education Code.

(2) The Deputy Superintendent shall be provided all paid holidays and other leaves available to District Management employees.

(e) The District encourages the Deputy Superintendent to participate in professional organizations and activities. The District shall pay the Deputy Superintendent's membership dues to organizations related to his performance as Deputy Superintendent, as approved by the Superintendent.

6. TERMINATION OF EMPLOYMENT

6.1. This Agreement may be terminated prior to its expiration date by any of the following events:

(a) By mutual agreement, at any time.

(b) The Deputy Superintendent may terminate this Agreement by giving thirty (30) days' written notice to the Superintendent, or as otherwise mutually agreed by both parties.

(c) Upon retirement from the District or death of the Deputy Superintendent.

Termination for Cause

(d) For cause, the Board of Education may terminate this Agreement at any time for the following reasons:

(1) for material breach of this Agreement; or

(2) for any grounds for termination of employment enumerated in the District Personnel Commission's causes for disciplinary action. It is agreed and understood that the Board and Personnel Commission's procedures that in any way may pertain to "progressive discipline" or any other form of notice in addition to the provisions of Article 6.1(d) and (e) of this Agreement are hereby voluntarily waived by the Deputy Superintendent.

(e) Prior to terminating this Agreement for cause, the Board of Education shall provide the Deputy Superintendent with written notice of termination, the effective date the termination of employment will be effective, and a general statement of the acts or omissions which give rise to the termination of employment.

(f) Upon termination of this Agreement for cause, the Deputy Superintendent shall cease to accumulate fringe benefits, including, but not limited to, health benefits, sick days, and vacation days. The Deputy Superintendent shall be entitled to a lump sum payment for accrued, but unused vacation, upon such termination. In addition, the Deputy Superintendent shall return all District-owned property and shall not receive any reimbursement on account of business or any other expenses from the date of termination forward.

Termination without Cause

(g) Notwithstanding any other provisions of this Agreement, the Board shall have the option to terminate this Agreement at any time without the necessity of specifying material breach or cause, effective upon the provision after sixty (60) days of written notice of such action to Dr. Butler.

(1) In the event of termination without cause, the Board shall, on the first day of each month, pay Dr. Butler an amount of money equivalent to one month's salary, with the total of such payments not to exceed twelve (12) month's salary or salary for the remainder of months in the term of the Agreement, whichever is less. The termination payments shall not include any other payment or allowance, such as contributions to the State California Public Employees' Retirement System ("CalPERS"). The Board shall provide Dr. Butler with health and welfare benefits for the same period of time, unless he obtains other employment which provides health and welfare benefits, in which case, benefit payments shall cease.

(2) It is understood that section 6(g) is intended and agreed to satisfy the requirements of Government Code section 53260. Furthermore, it is understood that no notice of non-renewal of agreement, per section 7, is required if the Board of Education should exercise the option to terminate Dr. Butler's Agreement per this section. Dr. Butler acknowledges that payment pursuant to this section constitutes full and complete satisfaction of any claim for damages, express or implied, arising out of this Agreement or Dr. Butler's employment with the District.

7. NON-RENEWAL OF AGREEMENT AND NOTIFICATION OF THIS CONTRACT PROVISION

7.1 If the Board of Education determines not to renew this Agreement beyond its current term, including any extension thereof, the Deputy Superintendent shall be given written notice at least sixty (60) calendar days in advance of the expiration of the term of this Agreement, including any extension thereof. Consequently, should notice of non-renewal be given, then at the conclusion of the term of this Agreement, including any extension thereof, all of the obligations of the District and the Board of Education to employ Dr. Butler shall cease.

(a) If timely notice of non-renewal by the Board of Education is not provided to the Deputy Superintendent, then it is hereby stipulated that this Agreement shall be automatically renewed for one additional fiscal year only, and for the same compensation that was in effect during the prior fiscal year, unless otherwise mutually agreed in writing between the parties.

8. RESOLUTION OF DISPUTES, BINDING ARBITRATION

8.1. Dr. Butler and the Board of Education on behalf of the District agree that any claims or causes of action either party has arising out of or related to the other party shall be exclusively resolved by final and binding arbitration including without limitation disputes arising out of or relating to application, interpretation, enforceability, revocability or validity of this arbitration provision. Arbitration shall apply to any and all common law or statutory claims, with the exception of any claims that the employee may have for workers' compensation benefits or unemployment compensation benefits.

8.2. The parties will exercise their best efforts to resolve by agreement all disputes arising hereunder. If agreement cannot be reached, then either party may request the Los Angeles County office of JAMS pursuant to its Employment Arbitration Rules and Procedures to supply a list of five (5) arbitrators who shall serve as the sole arbitrator. Within five days, the parties shall alternately strike names from the panel list until one name remains. The remaining arbitrator shall serve as the arbitrator. The order of striking shall be determined by lot.

8.3. The arbitrator who is selected shall follow the JAMS Employment Arbitration Rules and Procedures and render a final and binding award. However, it is understood that JAMS Rule 26 is subject to the California Public Records Act to the extent the Act applies to the Award of the Arbitrator.

8.4. The fees and expenses of the arbitration, including but not limited to the fees and costs of the arbitrator including a reporter's transcript shall be shared and paid equally by the parties to this Agreement. Either party shall bear the expense of the presentation of his or its own case, including attorney's fees. No attorney fees can be awarded by the arbitrator to either party for any reason. The opinion and award of the Arbitrator shall be final and binding on the parties and shall be enforceable in the court of competent jurisdiction.

9. GENERAL PROVISIONS

Interpretation

9.1. This Agreement shall not be construed in favor of or against either party but shall be construed as if all parties participated in the negotiation and preparation of this Agreement.

Entire Agreement

9.2. This Agreement supersedes any and all other agreements, promises and representations either oral or in writing, between the parties hereto with respect to the employment of the Deputy Superintendent by the District and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

Amendments

9.3. Any modification of this Agreement shall be effective only if it is in writing, signed by both parties, and approved by the Board of Education at a regular meeting of the Board of Education.

Effect of Waiver

9.4. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Partial Invalidity

9.5. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Notices

9.6. All notices under this Agreement shall be in writing and shall be delivered by personal service or by email. Any written notice to any of the Parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or by District email. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices of the Parties shall be addressed as follows

To Employer:

President, Board of Education
Torrance Unified School District
2335 Plaza Del Amo
Torrance, CA 90501

To Deputy Superintendent/Chief Business Officer:

Dr. Keith Butler
Torrance Unified School District
2335 Plaza Del Amo
Torrance, CA 90501

Defense and Indemnification

9.7. The District shall provide for the defense and indemnification of Dr. Butler from claims or lawsuits arising from acts or omissions in the scope or course of his employment consistent with California law. This provision shall continue to remain in full force and effect after the term of this Agreement, for a period of four years, unless Dr. Butler is terminated for cause under section 6(d).

Abuse of Office or Position

9.8. In accordance with Government Code section 53243.2, the parties acknowledge, regardless of the term of this Agreement, that if the Agreement is terminated, any cash settlement related to the termination that the Deputy Superintendent may receive from the District shall be fully reimbursed to the District within thirty (30) days if the Deputy Superintendent is convicted of a crime involving an abuse of his office or position.

No Attorney's Fees

9.9. Neither Party shall be entitled to, nor awarded any attorney's fees pertaining to this Agreement, including but not limited to, any administrative or legal proceeding arising out of the enforcement or challenge to this Agreement. In this regard, it is agreed and understood that each Party shall bear his or its own attorney fees, costs, and expenses and shall not be entitled to any claim for reimbursement from the other Party.

Savings

9.10. If any provisions of this Agreement are held to be contrary to law by final legislative act or by final judgment of a court of competent jurisdiction; however, all other provisions of this Agreement shall continue in full force and effect.

Complete Agreement

9.11. This Agreement is the full and complete Agreement between the Parties. Any amendment, modification, or variation 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 Board of Education and the Deputy Superintendent.

Applicable Law

9.12. This Agreement is subject to all applicable laws of the State of California, rules and regulations of the California State Board of Education, and rules, regulations, and policies of this Board of Education, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

Ratified the _____ day of _____, 2025.

TORRANCE UNIFIED SCHOOL DISTRICT

By: _____
Anil Muhammed, Ed.D.
Board President

Dated: _____

By: _____
Timothy H. Stowe, Ed.D.
Superintendent

Dated: _____

DEPUTY SUPERINTENDENT:

By: _____
Keith Butler, Ph.D.
Deputy Superintendent

Dated: _____