

**CENTRAL UNIFIED SCHOOL DISTRICT  
SUPERINTENDENT EMPLOYMENT AGREEMENT  
MARK SUTTON**

This Employment Agreement ("Agreement") is made and entered into by the Governing Board of the Central Unified School District ("District" or "Board") and Mark Sutton ("Superintendent"), effective July 28, 2015.

1. **Term.** District hereby employs Superintendent for a period beginning on August 1, 2015 and terminating on June 30, 2018 unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. **Salary.**

a. **Salary.** For the 2015-16 school year, the Superintendent's annual salary shall be One Hundred Ninety Thousand Dollars (\$190,000.00). For the 2015-16 school year, the Superintendent shall receive a pro rata share of the Superintendent's annual salary since the Superintendent is commencing work on August 1, 2015. For the 2016-17 school year, the Superintendent's annual salary shall be One Hundred Ninety-Five Thousand Seven Hundred Dollars (\$195,700). For the 2017-18 school year, the Superintendent's annual salary shall be Two Hundred One Thousand Five Hundred Seventy-One Dollars (\$201,571).

b. **Salary Increases by Mutual Consent.** The Superintendent's salary is considered to be indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to change the Superintendent's salary for any year of this Agreement with the written consent of the Superintendent. Any change in salary shall not extend the term of this Agreement nor shall it constitute creation of a new Agreement.

c. **Salary Payment Process.** The Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Superintendent.

d. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032. The Superintendent's salary is understood to be "indefinite or uncertain;" therefore, the Board reserves the right to grant the Superintendent retroactive salary increases notwithstanding anything in the California Constitution that might be interpreted to the contrary.

3. **Fringe Benefits.**

a. **Health and Welfare Benefits.** The Superintendent shall be eligible to participate in the District's health and welfare benefit program on the same terms and conditions, and subject to the same limitations, as the District's management employees, as those benefits, plans, providers and other terms and conditions may change from time-to-time. Thus, the Superintendent shall be entitled to receive the same District contribution toward health and welfare benefits and shall pay the same co-pays, premiums, deductibles and other costs as the District's management staff, as those costs and contributions may change from time-to-time. The Superintendent shall be responsible for all co-pays, deductibles and other costs in excess of the District's health insurance contribution. No District contribution may be received in cash or used for the purchase of non-District provided benefits.

b. **Technology.** The District shall provide to the Superintendent, at the District's sole discretion and at District's expense, a laptop computer, tablet, or other wireless e-mail device, smart phone, and/or cellular phone (each a "Technology Device"). The District shall be responsible for paying the costs associated with owning, licensing, operating and maintaining the Technology Devices. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, all Technology Devices. The Superintendent shall use all Technology Devices in accordance with District policies and legal requirements. The District shall also pay the monthly expense for the cell phone with the understanding that the Superintendent will pay an appropriate pro rata share to cover the cost of personal telephone calls.

c. **Automobile Allowance.** The Superintendent shall be entitled to receive a monthly automobile allowance of Six Hundred Dollars (\$600.00) per month for the acquisition, use, maintenance and insurance of an automobile while on all District business. The Superintendent shall be solely responsible for all expenses to use, maintain, operate and insure the automobile. The Superintendent's receipt of this automobile allowance shall be in lieu of any entitlement to mileage reimbursement. Payment of this automobile allowance shall not be considered creditable compensation for CalSTRS retirement purposes, unless otherwise permitted by law.

d. **Tax Deferred Plans.** The District agrees to provide the Superintendent with the ability to use an IRS Section 403b or similar tax deferred plan and an IRS Section 125 Cafeteria

Plan to the extent that such plans are made available to other district certificated administrative employees. All contributions to such plans will be paid by the Superintendent and shall conform to all requirements of law.

4. **Expense Reimbursement.** The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the course and scope of his employment that have not already been paid for by an allowance. For reimbursement, the Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations and shall provide the Board with copies of the Superintendent's monthly expense reports. The Superintendent's expense claims shall be supported by appropriate documentation prior to reimbursement.

5. **Fitness for Duty Examination.** Upon request, the Superintendent shall undergo physical/mental examination by a District appointed physician. Prior to the examination, the Superintendent agrees to execute District provided medical releases from all treating physicians authorizing the District appointed physician to review all medical records. The District appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Superintendent shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Superintendent addressing only the Superintendent's fitness to perform the job. The physician's report shall specifically indicate whether or not the Superintendent has any physical or mental impairment that substantially limits the Superintendent's ability to perform the essential functions of his position. No confidential medical information shall be submitted to the Board, the District, any third party, or any of the District's officers, agents or employees unless it is determined that the Superintendent is unable to perform the essential functions of the position and such medical information is directly related to such determination. If the Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of the position. If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that he is unable to perform the essential functions of the position, the parties agree that this Agreement may be immediately terminated by the Board upon written notice to

the Superintendent. Termination of this Agreement due to the Superintendent's inability to perform the essential functions of the position shall terminate the obligations of both parties under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Superintendent's inability to perform the essential functions of the position.

6. **Superintendent's Duties.**

a. **General Duties.** The Superintendent is employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by this Agreement, the laws of the State of California, Board Policy, and the Superintendent's job description. The Superintendent shall be chief executive officer and secretary of the Board. The Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604.

b. **Personnel Matters.** The Superintendent shall have primary responsibility for all personnel matters including selection, assignment, discipline, and dismissal of employees, subject to the approval of the Board. The Board shall refer all personnel complaints and concerns made to individual members of the Board, or the Board as a body, for review and action by the Superintendent.

c. **Administrative Functions.** The Superintendent, as the chief executive officer, shall (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees as provided by California law and Board policy; (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve his professional competence by all available means, including, but not limited to, subscription to and reading of appropriate periodicals; attendance at State and regional professional conferences and meetings; and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as the Board's representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (8) recommend to the Board, District goals and objectives for the ensuing school year; and (9) unless unavoidably detained, or with prior Board approval to be

absent, attend all meetings of the Board with the exception of those closed sessions in which the Board discusses matters related to the Superintendent's employment or when excused from closed session by the Board. The Superintendent shall serve as an *ex officio* member on all board committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the Board.

7. **Outside Professional Activities.** By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Superintendent's outside professional activities shall not occur during regular work hours or otherwise interfere with Superintendent's ability to satisfactorily perform the duties of the position. The Superintendent may, with prior approval of the Board, continue to draw a salary while engaged in such outside activities. In such cases, any honoraria paid to the Superintendent in connection with these activities shall be paid to the District. If the Superintendent chooses to use vacation days to perform outside activities, the Superintendent may retain any honoraria paid. The Superintendent agrees not to use District staff or property in performing these outside activities without prior written approval by the Board. In no case will the District be responsible for any expenses attendant to the performance of such outside activities unless prior Board approval is obtained.

8. **Evaluation.**

a. **Yearly Evaluation.** The Board shall devote a portion of at least one meeting annually to discuss and evaluate the performance and working relationship between the Superintendent and the Board. This evaluation shall be based on the duties of the position, the job description (if any) and any mutually agreed upon District goals and objectives, which shall be jointly developed by the Superintendent and the Board. The Board may conduct more than one formal written evaluation each school year.

b. **Self-Evaluation.** To assist the Board in the evaluation process, the Superintendent shall complete a written self-evaluation. This self-evaluation shall include a review of any action plans presented to the Superintendent at previous evaluations, and shall include a report to the Board regarding the "State of the District." In addition, the Superintendent agrees to provide the Board with a written report regarding his use of vacation and sick leave indicating days used during the current school year and the number of accrued,

unused days remaining. The Superintendent agrees to submit a copy of this report to the District's payroll and personnel departments as well.

c. **Board Evaluation.** Upon receipt of the self-evaluation and the "State of the District" report, the Board shall evaluate the Superintendent. To initiate the evaluation process, the Superintendent shall inform each member of the Board in writing of the need for an evaluation by February 1 each year. Upon completion, the Board shall meet with and provide a copy of the evaluation report to the Superintendent in a closed session Board meeting no later than June 30 each year; however, the Board's failure to evaluate the Superintendent or its failure to timely evaluate the Superintendent shall have no impact upon the term of this Agreement or upon the Superintendent's salary.

d. **Action Plan.** Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan will be included as an addendum to the evaluation report. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent and the Board shall sign the evaluation report and the action plan. However, failure of the Superintendent to sign the evaluation or action plan shall have no legal effect upon the Superintendent's duty to implement the evaluation and action plan.

e. **Outside Facilitator.** Whenever it is deemed desirable by the Governing Board, an outside advisor may be mutually selected by the Board and the Superintendent to facilitate discussion of the relationship of the Board and Superintendent. The outside advisor shall be paid for by District.

9. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Board and the Superintendent.

b. **Resignation.** The Superintendent may resign and terminate this Agreement only by providing the Board with at least sixty (60) calendar days advance written notice, unless the parties agree otherwise.

c. **Non-Renewal of Agreement by the District.** The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in

accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law. If the Board fails to give such notice, this Agreement shall be extended only for a period of one year on the same terms and conditions set forth herein. The Superintendent shall inform each member of the Board of this notice requirement in writing no less than ninety (90) calendar days in advance of the expiration of this Agreement. The Superintendent's failure to give the 90-day notice constitutes a material breach of this Agreement and cause for termination.

d. **Termination for Cause.** The Board may terminate the Superintendent for: (1) breach of this Agreement; (2) unsatisfactory performance established by at least two consecutive annual written evaluations conducted in two separate school years; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of a majority of the Board; (4) any grounds enumerated in Education Code sections 44932, 44933, or 44939; (5) conviction or a "no lo" plea to a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (6) any act causing the suspension or revocation of any credential held by the Superintendent; or (7) inability to perform the essential functions of the position with or without reasonable accommodation. Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in closed session. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent's believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's

entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon ten (10) calendar day's prior written notice to the Superintendent. During this ten (10) day period, the parties shall discuss the Board-Superintendent employment relationship. In consideration for the exercise of this right to terminate without cause, the District shall pay to the Superintendent from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the difference between Superintendent's salary at the rate in effect during the Superintendent's last month of service and the amount which the Superintendent earns from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). As a condition of payment, the Superintendent shall be obligated to immediately seek other employment and to notify the District in writing immediately if the Superintendent earns income from any employment-related source as defined above.

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

The Superintendent shall also be entitled to continue participation in the District's health and welfare benefit program on the same terms and conditions as described in section 3(a) of this Agreement, for the remainder of the unexpired term of this Agreement, until expiration of this



Agreement, a period of twelve (12) months, or until the Superintendent obtains other employment which provides health benefits, whichever occurs first.

If the Superintendent is terminated without cause and elects to retire instead of fulfilling the Superintendent's obligation to seek other employment as set forth above, the parties agree that, effective upon the date of the Superintendent's retirement with the CalSTRS or CalPERS, the amount payable to the Superintendent as salary shall be reduced by the amount of retirement income earned by the Superintendent from CalSTRS or CalPERS.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. **Termination for Inappropriate Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to any cash, salary payments, health benefits or other non-cash settlement (e.g. health benefits) as set forth above. If the Superintendent elects to contest the Board's determination in this regard, the Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

10. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, should the Superintendent receive a paid leave of absence or cash settlement if this contract is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of his/her office or position. In

addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for his/her criminal defense.

11. **Sick Leave.**

a. **Sick Leave Accrual and Usage.** The Superintendent shall earn and accrue one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement. The Superintendent may accumulate unused sick leave without limitation.

b. **No Cash Payment for Sick Leave.** In no event shall the District make a cash payment to the Superintendent for accumulated and unused sick leave.

c. **Reporting Sick Leave.** The Superintendent shall follow District procedures and use District forms for reporting sick leave use.

12. **Work Year/Vacation.** The Superintendent shall be required to render twelve (12) full months of service to the District during each annual period covered by this Agreement, except that the Superintendent shall be entitled to annual vacation with pay, exclusive of holidays granted to the District's certificated administrative employees (unpaid). Vacation shall be accrued on a month-to-month basis at the rate of twenty-three (23) days per school year. Vacation time may be accumulated from year-to-year but no more than twenty three (23) days of unused vacation shall be paid at the expiration or termination of this Agreement, nor may more than twelve (12) days be carried forward from any one fiscal year to another. The Superintendent has the option to choose to be compensated for accumulated vacation at a maximum of 5 days per school year. Vacation payments shall be taken as a lump sum cash payment, unless the parties mutually agree to another form of compensation.

To determine the Superintendent's daily rate-of-pay, the parties agree that the Superintendent's annual base salary shall be divided by two hundred twenty-five (225). Days worked in excess of two hundred twenty-five (225) are considered non-work days. The Superintendent is not entitled to pay for non-work days.

13. **Notification of Absence & Work Calendar.** The Superintendent shall keep the Board President informed about the Superintendent's time away from the District, including the Superintendent's plans to be absent or on vacation from the District. By September 1, 2015, the Superintendent shall submit to the Board a work calendar for the 2015-2016 fiscal year

indicating the days the Superintendent will work and the days the Superintendent intends to take vacation. The Superintendent shall submit a work calendar for subsequent fiscal years by July 1 each year. The Board recognizes that the Superintendent's work calendar may change during the year because of unscheduled District business.

14. **Professional Dues.** The District agrees to pay the Superintendent's dues for the Association of California School Administrators ("ACSA") and, with prior approval of the Board, other professional or civic organizations that maintain and improve the Superintendent's professional skills or help fulfill the Board's expectations of the Superintendent's community involvement.

15. **Professional Meetings/Conferences.** The Superintendent is expected to attend appropriate professional meetings and conferences at local, state and national levels. Prior approval of the Board shall be obtained when the Superintendent attends a meeting or conference outside of the state.

16. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, whether compensation is creditable for purposes of retirement, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Superintendent agrees to defend, indemnify and hold the District harmless from all such tax, retirement and similar consequences.

17. **Notification by Superintendent Prior to Seeking Other Employment.** If the Superintendent desires to seek employment elsewhere during the term of this Agreement, prior to doing so, the Superintendent shall notify the Governing Board, in writing and, upon request, explain the Superintendent's reasons for having an interest in other employment. In addition, the Superintendent shall immediately notify the Governing board in writing if the Superintendent becomes a finalist for employment outside the District.

18. **Mediation.** The Superintendent and Board agree to make a good faith effort to settle any dispute that arises under this Agreement through discussion and negotiations. If the dispute is not resolved within thirty (30) calendar days, the dispute shall be mediated unless the parties agree otherwise in writing. Both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service unless the parties agree otherwise. The mediator's fee, if any, shall be paid by the District. Each party shall bear its own attorney fees and costs. Any mediator selected by the parties shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the parties. Mediation pursuant to this provision shall be private and confidential. Only the parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign a written document to that effect.

19. **General Provisions.**

a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Fresno County, California.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. **No Assignment.** The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

e. **Exclusivity.** To the extent permitted by law, the parties agree that the employment relationship between the District and the Superintendent shall be governed

exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or similar documents.

f. **Management Hours.** The parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than 40 hours per week. The parties agree that Superintendent shall not be entitled to overtime compensation.

g. **Construction.** This Agreement shall not be construed more strongly in favor of or against either party regardless of which party is responsible for its preparation.

h. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by District's Board as required by law.

i. **Execution of Other Documents.** The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

j. **Independent Review.** The Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Superintendent acknowledges that the terms of this Agreement have been read and fully explained to him by his representative(s) and that those terms are fully understood and voluntarily accepted.

k. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

l. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

m. **Savings Clause.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

n. **Public Record.** The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

o. **Execution by Facsimile.** This Agreement may be executed in any number of counterparts such that the signatures may appear on separate signature pages. A copy, facsimile,

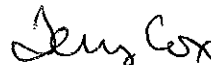
or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original.

p. **Integration.** This Agreement constitutes a complete and exclusive statement of the understanding between the parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect.

q. **Waiver.** Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

r. **Indemnity.** As provided by Government Code sections 825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an agent and employee of the District. Upon retirement from the District, the Superintendent will continue to be indemnified for any actions taken against him to the extent required by law.

Dated: July 28, 2015



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Terry Cox  
President of the Board of Trustees  
Central Unified School District

This Agreement was approved by the Governing Board in open session at a regularly called meeting held on July 28, 2015.

**ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms or this Employment Agreement.

I hold legal and valid administrative and teaching credentials, each of which is or will be recorded in the Office of the Superintendent of Schools of Fresno County before receipt of my first payroll warrant and I agree to maintain in full force all of my credentials throughout the term of this Agreement.

Dated: July 28, 2015



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Mark Sutton  
Superintendent