

the District indicating the inability of the Assistant Superintendent to perform the essential functions of the position, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon 6 months' written notice to the Assistant Superintendent.

Termination Due to Fiscal Instability

The parties agree to meet and renegotiate the terms of this Agreement should the District's General Fund revenue for any fiscal year drop below the 2016-2017 General Fund revenue levels. If the parties fail to reach a new Agreement within 60 calendar days from either party's demand to negotiate per this provision, this Agreement will expire at the end of the succeeding school year (June 30) or in 12 months, whichever is greater. When the Agreement terminates under this provision, the Assistant Superintendent will not receive the cash settlement described above (when the Agreement is terminated for no cause). The parties agree to negotiate in good faith to reach a new agreement.

Abuse of Office

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Assistant Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Assistant Superintendent and the Assistant Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

Regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement related to the termination that the Assistant Superintendent receives from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of the office or position, as set forth in Government Code sections 53243.2 and 53243.4.

Any salary or paid leave salary provided the Assistant Superintendent pending an investigation shall be fully reimbursed if the Assistant Superintendent is convicted of a crime involving an abuse of the office or position, as set forth in Government Code sections 53243 and 53243.4.

Any funds provided for the legal criminal defense of the Assistant Superintendent shall be fully reimbursed if the Assistant Superintendent is convicted of a crime involving an abuse of the office or position, as set forth in Government Code section 53243.1.

X. General Provisions

This Agreement is subject to all applicable laws of the State of California, to the rules and regulations of the State Board of Education, and to the lawful rules and regulations of the Board of Trustees of the Acton Agua Dulce Unified School District. Said laws, rules, regulations and policies in effect on July 1, 2017, are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

Additional Amendments. Additional amendments may be added in writing to the Agreement by mutual consent of the Assistant Superintendent and the Board at any time during the period of this Agreement.

Notice of Finalist in Search. In all cases, the Assistant Superintendent immediately shall notify the Superintendent should the Assistant Superintendent become a finalist in the selection process for another position with any other school district or educational agency.

Waiver. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

Complete Agreement. This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the Assistant Superintendent's employment with the District. This instrument supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This Agreement is an integrated document.

Governing Law. This Agreement has been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

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. Electronic or photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

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

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

Exclusivity. To the extent permitted by law, the parties agree that the employment relationship between the District and the Assistant Superintendent shall be governed exclusively by the provisions of this Agreement.

Independent Representation. The Assistant Superintendent and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted.

Professional Liability. The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in the Assistant Superintendent's official capacity as agent and employee of the District, provided the incident arose while the Assistant Superintendent was acting within the scope of District employment. The obligation of the District excludes any criminal activities of the Assistant Superintendent and is limited to the liability coverage within the authority of the Board to provide under State of California law. In no

case will individual Board members be considered personally liable for indemnifying the Assistant Superintendent against such demands, claims, suits, actions, and legal proceedings.

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

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.

Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the Board, as required by law.

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

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.

Governing Board of the Acton Agua Dulce Unified School District

Date: _____
Mike Fox, Board President

I hereby accept this Offer of Employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent of the Acton Agua Dulce Unified School District.

Date: _____
Amanda Fischer
Assistant Superintendent of Personnel/Pupil Services