

**CENTRAL UNIFIED SCHOOL DISTRICT**  
**INTERIM SUPERINTENDENT EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made this 13th day of March 2018, by and between the Governing Board of the Central Unified School District (“District” or “Board”) and Kelly Porterfield (“Interim Superintendent”).

1. Term. District hereby employs Interim Superintendent beginning March 6, 2018, and continuing until the vacancy in the Superintendent position is filled and the new Superintendent reports for duty, subject to the terms and conditions set forth below.

2. Salary. The Interim Superintendent shall receive an annual salary of \$171,222.32. With the exception of the prorated salary payment for March 2018, which reflects his March 6, 2018 start date, the Interim Superintendent’s salary shall be payable in approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Interim Superintendent. The Interim Superintendent’s salary, as set forth above, equals the salary that Mr. Porterfield received as Assistant Superintendent, Chief Business Officer (\$163,068.88), plus a 5% differential (\$8,153.45).

3. Work Year/Vacation. The Interim Superintendent shall be required to render twelve (12) full months of service to the District per year, except that the Interim Superintendent shall be entitled to annual vacation with pay, exclusive of the holidays granted to the District’s management employees. Vacation shall be accrued on a month-to-month basis at the rate of twenty-three (23) days per year. Vacation time may be accumulated from year-to-year, but no more than twenty-three (23) days 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 Interim Superintendent may elect to be compensated for accumulated vacation at the maximum of 5 days per school year.

To determine the Interim Superintendent’s daily rate of pay, the Interim 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 unpaid non-work days.

4. Benefits. The Interim Superintendent shall receive District-paid health, dental, vision, and other fringe benefits in the same manner and subject to the same limitations as other District management employees as those benefits may change from time to time.

5. 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 Interim Superintendent’s professional skills or help fulfill the Board’s expectations of the Superintendent’s community involvement.

6. Interim Superintendent’s Duties. The Interim Superintendent shall perform the duties of the Superintendent. The Interim Superintendent shall have the authority to sign any document requiring the Superintendent’s signature using the title “Superintendent.”

7. Expense and Mileage Reimbursement. The Interim Superintendent shall be reimbursed, pursuant to District policy, and upon documentation, for necessary expenses

incurred while performing his day-to-day duties and obligations. The District shall also reimburse the Interim Superintendent for mileage at the IRS rate, as that rate may change from time to time, in accordance with regulations established by the IRS for documented business travel.

8. Waiver of Credential Requirements. By its action in approving this Agreement, the Board waives all credential requirements for the employment of Interim Superintendent pursuant to California Education Code section 35029.

9. Termination of Contract.

- a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Interim Superintendent.
- b. At-Will Termination of Interim Superintendent. The Interim Superintendent's status and all of the Interim Superintendent's rights under this Agreement may be terminated by either the Board or the Interim Superintendent at any time for any reason with 10 days' advanced written notice.
- c. Report to Duty by New Superintendent. This Agreement shall terminate when the vacancy in the Superintendent position is filled and the new Superintendent reports for duty.

10. Retreat Rights. Upon termination of this Agreement pursuant to any of the provisions set forth in section 9, above, Interim Superintendent shall have the right to return to his former position with the District as Assistant Superintendent, Chief Business Officer. The Parties specifically agree that, upon retreat to his former position, Mr. Porterfield shall receive the total compensation to which he would have been entitled had he remained in that position, including any increase in salary and/or benefits granted to the District's other management employees during the period covered by this Agreement.

11. Abuse of Office. Notwithstanding any other provision of this Agreement, and as mandated by Government Code sections 53243 et seq., in the event that the Interim Superintendent is convicted of a crime constituting "abuse of office," the Interim Superintendent shall reimburse the District to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, or any cash settlement). In the event of such conviction, the District shall make no payment barred by Government Code sections 53243 et seq.

12. Termination for Unlawful 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 Interim Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Interim Superintendent upon written notice to the Interim Superintendent and the Interim Superintendent shall not be entitled to any compensation of any nature, whether as 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).

13. General Provisions.

- a. Governing Law and Venue. This Agreement, and the rights and obligations of the parties, shall be governed by and construed 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 the parties have not relied upon any representation, express or implied, not contained in this Agreement.
- c. No Assignment. The Interim 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. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.
- f. Board Approval. This Agreement shall not be effective until approved by the Board at a regular meeting, as required by law.

GOVERNING BOARD of the  
CENTRAL UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
César Granda, President

Date: \_\_\_\_\_

INTERIM SUPERINTENDENT

\_\_\_\_\_  
Kelly Porterfield

Date: \_\_\_\_\_

I, Rama Dawar, Clerk of the Board of Education of the Central Unified School District, do hereby certify that the foregoing Interim Superintendent Employment Agreement was approved by the Board of Education of the Central Unified School District at its regular meeting of March 13, 2018.

\_\_\_\_\_  
Rama Dawar, Clerk

Date: \_\_\_\_\_