

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
DISTRICT SUPERINTENDENT  
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into by and between the West Contra Costa Unified School District ("District" or "Board") and Matthew Duffy ("Superintendent"), collectively referred to herein as the "Parties," on this 15th day of June, 2016 subject to the terms and conditions herein.

1. **Employment.** The District hereby hires and employs Superintendent to act and serve as its Superintendent of Schools, and Superintendent hereby accepts such employment and agrees to satisfactorily perform the duties of the position during the term of this Agreement.
2. **Term.** The term of this Agreement is from July 1, 2016, until June 30, 2019 unless terminated earlier or extended as provided by the terms of this Agreement and/or as required by law.
3. **Work Year.** Superintendent's work year shall be two hundred twenty-five (225) work days.
4. **Compensation.** For and in consideration of the services rendered by Superintendent, Superintendent shall receive the following compensation:
  - a. **Salary.** The District shall pay Superintendent an annual base salary of \$260,000.00 unless the base salary is modified by Board action during a regular board meeting in open session. Where only a portion of any year is served, compensation shall be prorated. Superintendent's salary is considered to be indefinite and subject to ongoing negotiations with the Board.
    - i. **Salary Increase.** Beginning with the 2017-2018 fiscal year and continuing each fiscal year thereafter for the remainder of this Agreement, Superintendent's salary shall be adjusted at a percentage rate equal to the percentage rate awarded to other District certificated management employees, contingent on the Superintendent receiving at least an "Above Satisfactory" evaluation for that fiscal year. Any adjustment in annual salary during the life of this Agreement shall be made in open session of a regularly called Board meeting pursuant to Government Code section 54956, subdivision (b), and with the written consent of Superintendent. Adjustments in annual salary shall be in the form of an amendment and shall become part of this Agreement. A change in salary alone shall not constitute the creation of a new contract nor extend the termination date of this Agreement.
    - ii. **Salary Payments.** Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments payable on the last day of each calendar month, less all applicable deductions and withholdings required by law or authorized by Superintendent.

iii. **Effective Date.** Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032.

- b. **Sick Leave.** Superintendent shall, during the term of this Agreement, earn and accrue one (1) day of sick leave with pay for each full month of service rendered. Accrued and unused sick leave shall be accumulated from year to year without limitation as to amount and shall not be compensable upon separation from employment. If only a portion of any year is served, sick leave shall be adjusted proportionally. The Board shall be authorized to require verification of sick leave from time-to-time, as it deems appropriate.
- c. **Vacation.** It is agreed that Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, except that Superintendent shall be entitled to twenty-four (24) days annual vacation with pay, exclusive of the holidays provided under this Agreement. Superintendent shall accrue two (2) days of vacation per month and may use up to twenty-four (24) days prior to accrual each year. If Superintendent fails to serve for a full fiscal year and has taken vacation in excess of the number of days accrued, Superintendent shall reimburse the District for such days. Vacation shall ordinarily be taken during the school year in which it is granted. Superintendent shall not accrue more than twenty-four (24) days of vacation. At Superintendent's option, the Superintendent may be reimbursed annually at his daily rate of pay for a maximum of five (5) vacation days.
- d. **Holidays.** Superintendent shall be entitled to the same number and types of holidays with pay as are provided to other certificated management employees.
- e. **Fringe Benefits.**
  - i. **Health and Welfare Benefits.** 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 certificated management employees, as those benefits, costs, plans, providers and other terms and conditions may change from time-to-time. Thus, Superintendent shall be entitled to receive the same District contribution toward active employee health and welfare benefits and shall pay the same co-pays, premiums, deductibles, and other costs as the District's certificated management employees.
  - ii. **Professional Dues.** The District shall pay Superintendent's professional dues for the Association of California School Administrators ("ACSA"), American Association of School Administrators ("AASA") and, with prior approval of the Board, other professional and local civic organizations of Superintendent's choosing which maintain or improve Superintendent's professional skills or

help fulfill the Board's expectations of the Superintendent's community involvement.

- iii. Automobile Allowance. During the term of this Agreement, the District shall provide Superintendent an automobile allowance of seven hundred fifty dollars (\$750.00) per month. Superintendent shall not receive additional reimbursement for mileage, insurance, maintenance or operating costs of his vehicle.
- iv. Expenses. District shall reimburse Superintendent for actual and necessary business expenses incurred by Superintendent within the course and scope of Superintendent's employment. The District shall also reimburse Superintendent for all reasonable expenses not otherwise covered under this Agreement which are associated with attending professional meetings and conferences. Eligible expenses shall be reimbursed in accordance with the District's policies, rules, and regulations. Superintendent shall provide receipts to the Board to justify expenses incurred under this provision. Superintendent shall notify the Governing Board in advance of all travel outside the State of California and shall receive approval from the Board before out-of-state travel.
- v. Additional Resources. Commencing no later than the Term of this Agreement, in order to support the success of the Superintendent, the District will contract with a mutually agreeable consultant to mentor and support Superintendent in his role as Superintendent for a period not to exceed two years, and in an amount to be approved by the Board.

## 5. Duties.

- a. General Duties. In accordance with the policies adopted by the Board and rules and regulations of the State of California, Superintendent shall satisfactorily perform the duties of Superintendent of the District as prescribed by law, act as secretary to the Board in accordance with Education Code section 35025, exercise those powers and perform those duties set forth in Education Code section 35035 and delegated to Superintendent by the Board under Education Code sections 17604 and 35161, efficiently and effectively manage the programs and operations of the District, and oversee the day-to-day operations of the District. Superintendent shall have the authority and responsibility to provide leadership for educational accomplishment consistent with the financial resources, personnel resources, and the Board's educational goals. Superintendent shall also provide fiscal leadership for the District and shall advise the Board of possible sources of funds that might be available to implement present or contemplated District programs.
- b. Board-Superintendent Roles and Relations. Superintendent shall attend all regular, special and closed session meetings of the Board, with the exception of any closed session meetings during which the Board wishes to discuss the performance of

Superintendent without Superintendent being present. Superintendent will serve as a staff member to any and all Board committees and subcommittees and shall be entitled to submit recommendations on any item of business considered by the Board or any committee or subcommittee of the Board.

As chief executive officer of the District, Superintendent shall have the primary responsibility for implementing adopted Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting policy. Superintendent shall personally, or by direction, review all policies adopted by the Board and make appropriate recommendations to the Board. The Board, individually and collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to Superintendent for study and recommendation. In addition to directing all complaints/criticisms/suggestions concerning the District or any of its personnel directly to Superintendent as set forth above, the Board agrees that it shall work with Superintendent in a spirit of cooperation and teamwork, and shall provide Superintendent with periodic opportunities to discuss the Board/Superintendent relationship.

No policy or bylaw of the District shall diminish Superintendent's statutory or contractual authority. All duties assigned to Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

- c. Personnel Matters. Superintendent shall serve as liaison and advisor to the Board with respect to all matters of employer-employee relations and shall make recommendations to the Board concerning those matters. Superintendent shall have primary responsibility for all personnel matters including selection, assignment, transfer, discipline, non-reelection, release, and dismissal of employees, subject to approval by the Board. The Board delegates to Superintendent the authority to accept employee resignations on behalf of the Board and such resignations shall be effective on the date accepted by Superintendent. As provided for by California law and Board policy, Superintendent shall also ensure that District employees are properly evaluated.
  - d. Communications. Superintendent shall represent the District before the public and shall maintain such a program of communications as may serve to improve understanding and to keep the public informed about District activities, needs, and results. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives. Superintendent shall maintain and strengthen ties between the District and other local governmental entities, community organizations, and parents, by joining or participating on a regular basis with local groups and events. Superintendent shall regularly report to the Board on all external communications activities.
6. Management Hours. It is understood that the demands of the position will require the Superintendent to average more than an eight-hour workday or a forty-hour work week.

Superintendent shall maintain a work schedule that is sufficient to adequately, efficiently, and effectively perform the duties of the position. The Parties agree that Superintendent shall not be entitled to overtime compensation.

7. **Outside Professional Activities.** Superintendent shall be authorized to undertake outside professional activities for compensation including consulting, speaking, and writing on non-duty days, provided that Superintendent shall devote so much time and energy to the performance of the duties of Superintendent's office as required to adequately perform the duties and responsibilities thereof, which shall take precedence over any such outside activities. The Board may disapprove time-off by Superintendent during the normal work week to engage in such outside activity. Superintendent agrees not to use District property or staff in performing outside professional activities without prior Board approval. 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. **Physical Examination.** The Superintendent agrees to have a periodic physical examination as requested by the Board. Any expense beyond that paid by District insurance will be borne by the District. The physician's report of the Superintendent's physical examination shall state only whether the Superintendent is fit to perform his duties as Superintendent, such statement shall be filed with the President of the Board and be treated as confidential information by the Board. Nothing herein shall be deemed to waive the Superintendent's physician/patient privilege with any physician with whom Superintendent consults for the purposes of this paragraph and Agreement.
9. **Evaluation.** The Board shall formally evaluate and assess in writing the performance of Superintendent at least once a year during each year of the term of this Agreement pursuant to Board Policy. Superintendent's performance evaluation shall be based on duties as outlined in this Agreement, Board Policies, and the mutually agreed upon performance goals and objectives for that year's evaluation, which shall be jointly developed by the Superintendent and Board no later than September 30th of each year.

The Board shall hold a mid-year verbal evaluation meeting with the Superintendent by January 30th each year to provide feedback regarding Superintendent's performance. The formal written evaluation shall be completed on an evaluation form or instrument selected by the Board, with the evaluation conference taking place no later than June 30th of each year. At least thirty (30) days prior to the date of the formal evaluation conference set by the Board, Superintendent shall present the Board with 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."

After reviewing Superintendent's self-evaluation and the performance of Superintendent based upon the criteria outlined above, the Board shall determine in writing whether or not Superintendent's evaluation is "Exceptional," "Above Satisfactory," "Satisfactory," "Needs Improvement", or "Unsatisfactory." An evaluation shall be deemed "Exceptional" or "Above Satisfactory" if the majority of the Board members have rated Superintendent as

“Exceptional” or “Above Satisfactory” on their individual evaluations. A copy of the written evaluation shall be delivered to Superintendent within 30 days of the evaluation conference between the Board and Superintendent, and Superintendent shall have the right to make a written response to the evaluation within 30 days of the receipt of the written evaluation which shall become a permanent attachment to the evaluation in the Superintendent’s personnel file. If the Board provides Superintendent with a rating of “Exceptional” or “Above Satisfactory,” the term of this Agreement shall be extended by one year, subject to the mutual agreement of Superintendent.

Failure of the Board to complete a timely evaluation process does not constitute a material breach of the Agreement and shall not result in amendment or extension of the Agreement, nor shall it preclude the Board from giving notice of termination or nonrenewal in accordance with the applicable provisions of the Agreement.

10. **Termination.** This Agreement may be terminated on any of the following bases:

- a. **Mutual Consent.** By mutual agreement, this Agreement may be terminated at any time provided, however, that the parties seeking such change or termination shall give not less than forty-five (45) days written notice to the other party.
- b. **Resignation.** Superintendent may resign and terminate this Agreement only by providing the Board with at least ninety (90) 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 Superintendent in accordance with Education Code section 35031 (currently 45-days prior notice), or other applicable provisions of law.
- d. **Termination for Cause.** If the Board determines that Superintendent has materially breached the terms of this Agreement or has neglected to perform the duties under it, the Board may initiate termination for cause proceedings against Superintendent. For purposes of this Agreement, “cause” shall exist if Superintendent: (1) refuses or fails to act in accordance with a specific provision of this Agreement, Superintendent’s job description, or lawful Board directives and/or policy; (2) exhibits dishonesty in regard to Superintendent’s employment; (3) breaches this Agreement; (4) is convicted of, or issues a “nolo contendere” plea to a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) engages in conduct that constitutes cause under Education Code sections 44932, 44933, or 44939; (6) exhibits unsatisfactory performance as established in a written evaluation; (7) commits any act causing the suspension or revocation of any credential held by Superintendent; or (8) is unable to perform the essential functions of the position of Superintendent, with or without reasonable accommodation. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder.

If cause exists, the Board shall meet with Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports termination. If the Superintendent disputes the charges, Superintendent shall then be entitled to a conference before the Board in closed session. Superintendent and the Board shall each have the right to be represented by counsel at their own expense. Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents Superintendent 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 materials presented, decides to terminate this Agreement, it shall provide Superintendent with a written decision. The decision of the Board shall be final. Superintendent's conference before the Board shall be deemed to satisfy Superintendent's entitlement to due process of law and shall be Superintendent's exclusive right to any conference or hearing otherwise required by law. Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Superintendent's administrative remedies and then authorizes Superintendent to contest the Board's determination in a court of competent jurisdiction.

- e. Termination without Cause. If for any reason, without cause or a hearing, at any time the Board determines, in its sole discretion, that such action is in the best interest of the District, the Board may unilaterally terminate this Agreement. In the event of termination without cause, and pursuant to Government Code section 53260, the maximum cash settlement the Superintendent may receive shall be an amount equal to the monthly salary of Superintendent multiplied by the number of months remaining until expiration of the contract up to a maximum of nine (9) months. Pursuant to Government Code Section 53261, Superintendent's health benefits will be paid for the same duration of time as covered in the settlement, up to nine (9) months. In no event shall the District be liable to Superintendent for an amount of compensation greater than what the District would have had to pay for the remaining term as provided for in the existing Agreement.

For purposes of this Agreement, the term "salary" shall include only Superintendent's regular monthly base salary and shall not include the value of any other stipends, allowances, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions, if any. No payments made pursuant to this early termination provision shall constitute creditable service, creditable compensation or compensation earnable for CalSTRS or CalPERS retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no deductions shall be made for retirement purposes. The Parties agree that any damages to Superintendent that may result from the Board's early termination of this Agreement without cause 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

health benefits, constitutes reasonable liquidated damages for Superintendent, fully compensates Superintendent for all tort, contract damages, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty, provided that nothing contained herein shall be deemed to limit any remedy available to Superintendent for any action by the District which violates public policy. The Parties agree that the District's completion of its obligations under this provision constitutes 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 section 53260, et seq., and that any payment of cash or other consideration to Superintendent pursuant to a settlement agreement resulting from the termination of this Agreement by the Board is subject to the limitations and requirements contained in Government Code sections 53260, et seq., and other applicable provisions of law, as the law may be amended from time to time.

- 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 Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate Superintendent without cause and Superintendent shall not be entitled to any 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).
  - g. Disability. The District may terminate this Agreement by written notice to Superintendent at any time after Superintendent has exhausted any accumulated and extended sick leave, vacation leave and other available leave. All obligations of the District arising from this Agreement shall cease upon termination. If a question exists concerning the capacity of Superintendent to return to duty, the District may require Superintendent to submit to a medical examination, to be performed by a medical doctor. The District and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the District. The physician shall limit his/her report to the issue of whether Superintendent has a continuing disability, which prevents Superintendent from performing the duties of Superintendent.
  - h. Retirement or Death. Retirement or death of Superintendent immediately terminates this Agreement.
11. Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should 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 Superintendent if Superintendent is convicted of a crime involving an abuse of the office or position. In addition, if the District funds the criminal defense of Superintendent against charges



involving abuse of office or position and Superintendent is then convicted of such charges, Superintendent shall fully reimburse the District all funds expended for Superintendent's criminal defense.

12. **Dispute Resolution.** In the event of a bona fide dispute as to breach of this Agreement, the Parties agree as follows:

- a. The Board and Superintendent agree to attempt to amicably resolve all disagreements or disputes that may arise out of the application or interpretation of this agreement. In the event the parties are unable to amicably resolve a disagreement between them through good faith efforts, the Parties may agree to participate in mediation prior to submitting the matter to arbitration.
- b. No civil action concerning any dispute arising under this Agreement shall be instituted before any court. All disputes under this Agreement shall be submitted to final and binding arbitration.
- c. The formal arbitration will be conducted with the employment arbitration rules of Judicial Arbitration and Mediation Services ("JAMS") before a single arbitrator. All costs of the arbitration shall be divided equally between the Parties. The arbitrators' award resulting from the arbitration shall be final and binding and may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly. Arbitration shall be conducted at the JAMS office which is closest to the principal administrative office of District.

13. **Tax/Retirement Liability.** The District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement including, but not limited to, retiree health benefits, life insurance, or other benefits provided to Superintendent or any designated beneficiary, heirs, administrators, executors, successors or assigns of Superintendent. Superintendent shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Superintendent agrees to defend, indemnify, and hold the District harmless from all such tax and retirement consequences. Superintendent further declares that, prior to signing this Agreement, Superintendent was apprised of relevant data and received independent advice and counsel regarding the state and federal tax consequences and the retirement consequences of this Agreement.

14. **Governing Law.** 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. This agreement is subject to all applicable laws of the state of California, and to the lawful rules and regulations of the California State Board of Education, and to the applicable policies of the Board. Said laws, rules, regulations and policies, not inconsistent with the provisions of this Agreement, are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

15. **Notice.** Notices by the Board shall be deemed served either on the date on which it is personally served upon Superintendent or the date on which it is deposited in the United States Mail, postage prepaid, and addressed as follows, provided that Superintendent may by written notice to the Board President specify a different address for the purpose of providing notice:

Matthew Duffy  
West Contra Costa Unified School District  
1108 Bissell Ave.  
Richmond, CA 94801-3135

16. **Notice of Finalist in Search.** Superintendent shall immediately notify the Board should Superintendent become a finalist in the selection process for any position with any other employer.
17. **Indemnity.** The District shall indemnify and defend the Superintendent to the extent required by Government Code sections 825 and 995 and any other applicable provision of law.
18. **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.
19. **Complete Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning Superintendent's employment with the District. This instrument supersedes and replaces all prior agreements, modifications and addendums and all prior proposals and negotiations, whether written or oral, concerning Superintendent's employment with the District. This instrument further supersedes any benefits provided to the Superintendent through Board Policy, Regulation or other agreement unless expressly incorporated herein. This is an integrated document.
20. **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 hereof and shall have no force or effect.
21. **No Assignment.** Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
22. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.
23. **Exclusivity.** To the extent permitted by law, the Parties agree that the employment relationship between the District and Superintendent shall be governed exclusively by the provisions of this Agreement, and not by Board Policies, practice, or other agreements unless expressly incorporated herein.

24. **Independent Representation.** Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys, financial advisors and other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys, financial advisors and other representatives and that those terms are fully understood and voluntarily accepted by them.
25. **Severability.** If any provision of this Agreement or its application is held invalid, void, or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination of the other Party.
26. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.
27. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.
28. **Public Record.** The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.
29. **Credentials.** Superintendent hereby certifies that Superintendent holds legal and valid administrative and teaching credentials which shall be maintained in effect throughout the life of this Agreement and that Superintendent meets the qualifications of Education Code section 35028.
30. **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.

BOARD OF TRUSTEES  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

By: 

Dated: 6/15/2016

**Action Taken: To approve Superintendent Contract**

**Approved:** Block, Cuevas, Enos, Groves, Kronenberg

**Absent:** Ø

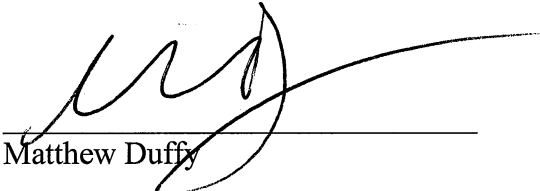
ACCEPTANCE OF OFFER

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

I have not entered into an Agreement of employment with the Governing Board of another school district or any other employer that will in any way conflict with the terms of this employment agreement.

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 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 under Paragraph 10.

DATED: June 15, 2016

  
\_\_\_\_\_  
Matthew Duffy