

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
THE SAN YSIDRO SCHOOL DISTRICT
AND JULIO FONSECA**

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND JULIO FONSECA (the “Second Amendment”) is entered into as of 21st day of January, 2016, between the San Ysidro School District (“District”), and Julio Fonseca (“Fonseca” or “Superintendent”).

RECITALS

A. The District and Fonseca are parties to that certain Agreement for Employment of Superintendent entered into on 11th day of June 2015, and as amended on the 24th day of September, 2015 (the First Amendment) (collectively the “Agreement”); and

B. The District and Fonseca (the “Parties”) now desire to amend the Agreement in order to amend the term, as well as Sections 7(B), and 11(B) and (C).

NOW, THEREFORE, the Parties hereby agree as follows:

1. By mutual agreement between the Parties, the term described in Section 2 of the Agreement, originally set to expire on June 30, 2018, is hereby extended by two (2) years, and shall now expire on June 30, 2020. The remainder of Section 2 of the Agreement remains unchanged and in full force and effect.
2. Subparts B and C of Section 11 of the Agreement are hereby repealed, and shall be replaced by the amended provisions below, such that Section 11, subparts B and C, now read as follows:

“B. The Superintendent and eligible dependents shall be offered Health and Welfare benefits, with the exception of PPO. The Superintendent can choose from any of the plans offered by the District to its Management employees at the expense of the District.

“C. The Superintendent shall receive District-paid term life insurance in a benefit amount of \$125,000.00; alternatively, Superintendent may elect to forgo term life insurance and instead deposit monthly into a deferred compensation account the amount District allocated for the monthly term life insurance premium.”

3. Pursuant to Section 7, subpart B, the Board and Superintendent agree to move Superintendent to Step 3 of the Superintendent’s Salary Schedule (attached to the Agreement as Exhibit A). Subsequent salary schedule step increases shall occur as indicated, unless amended per the terms of the Agreement. The move to Step 3 shall be implemented on the effective date of this Second Amendment, as stated in paragraph 4, below.

4. Supersede and Replace. The amended provisions contained in this Second Amendment shall supersede and replace the language of their respective provisions contained in the Agreement.
5. Effective Date. The date of this Second Amendment shall be effective as of January 21st, 2016.
6. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
7. Counterparts. This Second Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the day and year first written above.

SAN YSIDRO SCHOOL DISTRICT:

JULIO FONSECA:

By: _____
[Name], Board President

By: _____
Julio Fonseca