

AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
JULIO FONSECA

THIS AGREEMENT ("Agreement") is hereby made and entered into this _____ day of June 2015, by and between the Board of Trustees ("Board") of the San Ysidro School District ("District") and Julio Fonseca ("Superintendent"). The Board and the Superintendent may hereafter be collectively referred to as the "Parties".

NOW, THEREFORE, it is hereby agreed as follows:

1. Superintendent, Chief Administrative Officer, and Secretary for the Board.

Julio Fonseca is hereby employed as the District's Superintendent. He shall also be the Chief Administrative Officer of the District and shall serve as Secretary to the Board.

2. Term of Employment; Renewal.

The term of this Agreement shall run from July 1, 2015, through June 30, 2018. Beginning with the 2018-2019 service year, this Agreement will be automatically renewed for an additional one-year term upon a positive evaluation, as described in section 6, below, or if no formal evaluation is performed by the Board, as described in section 6, below, or unless earlier terminated in accordance with the provisions of this Agreement.

3. General Terms.

This Agreement shall supersede any and all existing agreements by and between the Parties and is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the rules and regulations of the Board of Trustees of the San Ysidro School District. Said laws, rules and regulations, as amended from time to time, are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

4. Powers and Duties.

All powers and duties which are lawfully delegated to the Superintendent are to be executed in accordance with applicable laws, rules and regulations, including but not limited to the provisions of Education Code Section 35035, the policies adopted by the Board, and the position description for the Superintendent, as amended from time to time. Such acts as may require ratification by the Board shall be first presented to the Board President and presented to the entire Board at the next regularly scheduled Board meeting.

The Superintendent shall perform such duties as assigned or required of him by the Board, including but not limited to:

A. Serving as the Chief Administrative Officer of the District as described by District Policy. The Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law. The Superintendent shall have the authority to organize and arrange the administrative and supervisory staff, including instruction, personnel, business, and operational affairs, in the manner which in his judgment best serves the District. The responsibility for selection, placement, and transfer of existing personnel shall be vested in the Superintendent. Employment of new personnel shall be recommended by the Superintendent subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit an alternative recommendation.

B. Working with the Board, District personnel, parents, and the public, to develop short and long-range goals with clear criteria for determining effective achievement and evaluating outcomes. This shall include an informal meeting between the Superintendent and the out-going Board President and in-coming Board President within thirty (30) days after the annual Board reorganization to discuss the state of the District and strategic development.

C. Representing the interests of the Board and the District in day-to-day contact with parents, other citizens, community, and governmental agencies.

D. Providing leadership, guidelines and directions to ensure that policies related to curriculum, instruction, pupil personnel services, personnel, budget, and business affairs are carried out.

E. Reporting information regularly to the Board regarding student learning and an analysis of student learning and an analysis of student achievement and test scores.

F. Reviewing all policies adopted by the Board and making appropriate recommendations to the Board for addition, deletion, or modification.

G. Evaluating employees directly accountable to the Superintendent and overseeing the evaluation of other employees as defined by California law and Board policy.

H. Providing leadership and direction in planning and financing school facilities to meet growth needs.

I. Advising the Board and making recommendations regarding possible sources of funds which may be available to implement present or contemplated District programs.

J. Endeavoring to maintain and improve his professional competency by all available means, including reading appropriate periodicals and joining and/or participating in appropriate professional associations and their activities.

K. Establishing and maintaining an effective community relations program including effective relationships with the media.

L. Communicating openly, systematically and in a timely manner to the Board, staff and the community, and promptly informing the Board of critical issues or incidents.

M. Providing educational leadership to ensure quality teaching and learning.

N. Performing other duties and functions as assigned or required by the Board.

O. Provide leadership and direction in the planning and reuse or disposal of surplus district property.

P. Provide leadership and direction in negotiating with all labor groups.

Q. Superintendent shall serve as the point person for community outreach and shall be the District's liaison for the community.

5. Board-Superintendent Relations.

The Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which, by law, require Board action. Administrative responsibility and commensurate authority for administering the school system will be delegated by the Board to the Superintendent.

The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. It is agreed that the Board, individually and collectively, will refer promptly to the Superintendent, for study and recommendation, any criticism(s), complaint(s), and suggestions brought to the attention of the Board or any member thereof.

The Board shall provide the Superintendent with periodic opportunities to discuss Board-Superintendent relationships as they relate to the Board's productivity and the effectiveness of the Superintendent's leadership. As part of this process, when it is deemed necessary by either the Board or the Superintendent, an outside advisor may be retained to facilitate this process.

The Board shall hold the Superintendent accountable to manage the District consistent with the approved policies which establish the Board's expectations and what it expects the schools to accomplish. It is through Board policy and official Board action that the Board gives direction to the Superintendent.

The Superintendent will be held responsible for establishing the programs and services and for managing the District to meet the Board's expected outcomes including the provision of data from which the Board can evaluate the District's achievements. Thus, the Board by exercising its governance and policy-making role can be assured that it determines what it is the District should accomplish and whether, in fact, the District is accomplishing it.

6. Evaluation.

The Board shall, at least annually, evaluate in writing the performance of the Superintendent and the working relationship between the Superintendent and the Board. Evaluations will be based on performance benchmarks and criterion that are standard to the industry, as well as on the Superintendent's performance of the duties and responsibilities contained in the Superintendent's job description. Every 4 months of each year (or 3 times per year), the Superintendent and the Board shall meet, discuss and mutually agree upon goals and objectives for the District to attain during the present and upcoming school year. The Board shall give the Superintendent a final annual evaluation no later than June 30th of each year that this Agreement is in effect. The format of the written evaluation shall be devised by the Board, with input from the Superintendent. Board policies and any related regulations concerning the evaluation of other management employees shall not apply to the Superintendent.

This Agreement will be automatically renewed for an additional one-year term upon a positive evaluation, as described in this section, or if the Board fails to evaluate the Superintendent, or unless earlier terminated in accordance with the provisions of this Agreement.

7. Salary.

A. Superintendent's salary for the first year of this Agreement shall be \$185,000. Annually thereafter, Superintendent's salary shall increase one step in accordance with the salary schedule attached hereto as Exhibit A. Salary shall be payable in twelve (12) equal monthly installments, pursuant to the District's usual payroll procedures. Salary shall be prorated for service of less than a full year.

B. The Board reserves the right to otherwise adjust the Superintendent's salary. Any adjustment in salary during the term of this Agreement shall be made only in the form of an amendment and only as mutually agreed to by and between the Parties, and shall not operate as a termination of this Agreement. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new Agreement has been entered into or that the termination date of the existing Agreement has been extended.

C. Any salary percentage increase provided to the District's certificated management employees shall also be provided to Superintendent.

8. Expenses/Allowances.

A. District shall provide the Superintendent an allowance of six hundred dollars (\$600) total per month, for the following:

- i. For automobile expenses incurred in the course of his duties on behalf of the District. In exchange, the Superintendent shall make his personal car available for travel in and around the District and within San Diego County. Additionally, Superintendent shall be entitled to mileage reimbursement at the maximum allowable rate, as established by the IRS and as amended throughout the term of this Agreement. This monthly allowance shall be treated and considered as part of the Superintendent's compensation/salary for tax purposes and for purposes of the State Teachers Retirement System Defined Benefit Plan to the maximum extent permitted by law.
- ii. For cell phone, laptop, and internet data charges. This monthly allowance shall be treated and considered as part of the Superintendent's compensation/salary for tax purposes and for purposes of the State Teachers Retirement System Defined Benefit Plan to the maximum extent permitted by law.

B. Except as herein provided, the District shall provide reimbursement for all actual and necessary business-related expenses incurred in accordance with District policy and paid by the Superintendent in the conduct of his duties on behalf of the District.

C. Upon submission of three moving bids, District shall pay the moving costs submitted by the lowest bidder on behalf of Superintendent, up to an amount not to exceed \$7,500. Any moving costs beyond \$7,500 shall be borne by Superintendent.

D. Separate and apart from the moving costs described above, District shall also provide Superintendent a one-time payment of \$10,000 for relocation costs associated with finding a new residence.

9. Vacation.

The Superintendent shall accrue two (2) vacation days per month of service. Superintendent may provide and receive compensation for consulting services performed on his vacation days provided there is no conflict with the performance of his duties under this Agreement. In the event of termination of this Agreement, the Superintendent shall be entitled to compensation for unused vacation at the salary rate effective during the school year in which the vacation credit was earned. The final payout for unused vacation will be consistent with labor laws and public employee retirement laws related to the vested right of earned vacation days. The Board encourages the Superintendent to take vacation days in the year earned.

10. Professional Schedule.

During the period of this Agreement, Superintendent shall be required to render full and regular service on a schedule that corresponds to the two hundred forty-eight (248) days of service rendered by certificated management employees. Notwithstanding the required annual days of service, Superintendent shall also be subject to any furlough days, if any, that are imposed on the teachers within the District. Superintendent shall be entitled to any adjustments to such days of service, such as manager's time-off days, that are available to twelve-month management employees of the District.

11. Other Benefits.

A. The Superintendent shall be provided with twelve (12) days of sick leave and twelve (12) days of personal leave per year. Superintendent shall receive in addition for every year served under this Agreement, two (2) additional days of sick leave and personal leave per annum, up to a maximum of twenty-two (22) days each of sick leave and personal leave per year. Unused sick days and/or personal days shall not be carried over to the next year of employment.

B. Superintendent shall be offered the same health insurance benefits offered by the District to its management employees.

C. The Superintendent shall receive District-paid term life insurance in a benefit amount of \$100,000.00.

D. To facilitate a smooth transition for the Superintendent and ensure the District continues to operate efficiently without productivity loss, District shall for a period of 3 months hire and pay for a mentor/coach to bring the Superintendent up to date on District operations and procedures as well as external and internal District dynamics.

E. The District recognizes Superintendent may have previous commitments or engagements with his previous employer. District shall therefore, after Superintendent has begun services to the District if necessary, permit Superintendent to have five (5) days, without loss of pay, to conclude or resolve those engagements or commitments.

12. Professional Organizations/Activities.

A. Professional Activities. The District encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent's membership dues in ACSA (Association of California School Administrators), CSBA (California School Boards Association), CALSA (California Association of Latino Superintendents and Administrators), ALAS, CCSS, AASA, as well as any community service organizations and/or other relevant local, state, or national organizations as approved by the Board.

B. Professional Meetings. The Superintendent may attend professional meetings at the local, county, state, and national levels, subject to prior board approval for out-of-state meetings, and all actual and necessary expenses of such attendance shall be paid by the District.

13. Professional Liability.

The District will cover the Superintendent under its insurance policy or memorandum of coverage, which covers errors and omissions by District employees arising within the scope of employment. Superintendent will be provided such protection, defenses, legal representation and indemnification as are provided under such policy of insurance or memorandum of coverage.

14. Medical Examination.

The Superintendent shall have a comprehensive medical examination. The physician shall provide a written statement to the Board certifying the Superintendent's fitness for duty. Thereafter, the Superintendent shall have a comprehensive medical examination every two years, following which the physician shall provide a written statement to the Board certifying the Superintendent's fitness for duty. Any expense beyond that paid by insurance shall be borne by the District.

15. Option to Terminate.

A. Termination by Mutual Consent. The District and Superintendent may, by mutual agreement expressed in writing, terminate this Agreement at any time.

B. Termination by the Board. Superintendent may only be terminated for just cause and after an opportunity to be heard on all matters by an impartial hearing officer pursuant to Section 16 of this Agreement (Arbitration). For the purposes of this

section, "just cause" is defined to consist solely of major malfeasance, as determined by an impartial hearing officer. Should the Board elect to pursue termination for just cause, the Board must first provide Superintendent with a statement detailing the incidents of major malfeasance and give Superintendent six months to demonstrate improvement. At any time on or after July 1, 2015, the Board may, in its discretion and without cause, terminate this Agreement upon six months prior written notice. If the Board elects the option to terminate this Agreement without cause on or after July 1, 2015, after the six months notice has expired, the District shall pay the Superintendent's current annual salary for the remaining term of this Agreement in conformance with the provisions of Government Code Section 53260, et seq. Specifically, in conformance with Government Code Section 53260, et seq., if this Agreement is terminated prior to the expiration of its term, the maximum cash settlement that the Superintendent may receive shall be an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of the Agreement. If the unexpired term of the Agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by eighteen (18).

C. Termination by the Superintendent. Notwithstanding any other provisions of this Agreement, the Superintendent shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) calendar days prior to said termination date. The Superintendent and Board may mutually agree to a termination date of less than ninety (90) calendar days. In the event the Superintendent becomes a candidate for other employment during the term of this Agreement, the Superintendent shall, within ten (10) days thereafter, notify the Board in writing of his candidacy. Failure to so notify the Board of the candidacy shall be deemed to constitute a material breach of this Agreement.

D. Non-Renewal of Agreement. Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement, and/or not to re-employ the Superintendent upon expiration of this Agreement pursuant to Education Code Section 35031. In such event, the Board shall provide the Superintendent with forty-five (45) days written notice in advance of the expiration of his term of employment. If such written notice is not provided, the Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Agreement. The Superintendent shall provide the Board with written notice of this provision at least ninety (90) days in advance of the termination of this Agreement. The Superintendent's failure to do so shall constitute a material breach of this Agreement.

16. Arbitration.

Any controversy arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or any other controversy arising out of the

Superintendent's employment, including, but not limited to, any state or federal statutory claims, shall be submitted to arbitration in Los Angeles County, California, before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc., San Diego County, California, or its successor (hereinafter referred to as "JAMS"), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association, and shall be conducted in accordance with the provisions of California Code of Civil Procedure §§ 1280 et seq. as the exclusive forum for the resolution of such dispute; provided, however, that provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Final resolution of any dispute through arbitration may include any remedy or relief that the arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the arbitrator's award or decision is based. Any award or relief granted by the arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or the Superintendent employment. The parties agree that the Board shall be responsible for payment of the forum costs of any arbitration hereunder, including the arbitrator's fee. The Superintendent and the Board further agree that in any proceeding to enforce the terms of this Agreement, to the extent allowed by law, Superintendent shall be entitled to his reasonable attorneys' fees and costs incurred by him in connection with any proceeding, notwithstanding the outcome of the proceeding, unless it is specifically determined by the arbitrator that the Superintendent acted in bad faith, is guilty of criminal conduct or misappropriation of public funds.

17. Abuse of Office Provision.

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 the Superintendent is convicted of a crime involving an abuse of his 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 of all funds expended for his criminal defense.

18. Governing Law.

This Agreement is subject to all applicable laws of the State of California and to the lawful rules and regulations of the Board as well as those of the California State

Department of Education. Such laws, rules and regulations are to be considered part of the terms and conditions of this Agreement.

19. Savings Clause.

If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

20. Complete Agreement.

This Agreement is the full and complete agreement between the Parties hereto. Any amendment, modifications, or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment or modification by the Board and the Superintendent.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

BOARD OF TRUSTEES OF THE
SAN YSIDRO SCHOOL DISTRICT

Antonio Martinez, President

[Name], Vice President

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to perform faithfully all of the duties of employment of Superintendent of the San Ysidro School District.

Date of Acceptance: June _____, 2015

Julio Fonseca

Exhibit A
Superintendent's Salary Schedule

Step	Step 1	Step 2	Step 3	Step	Step 5
Year	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Base Annual Salary (4% increase per annum)	\$185,000	\$192,400	\$200,096	\$208,100	\$216,424