SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board  BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.  SCHOOL/DEPARTMENT:
Superintendent  J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE SUPERINTENDENT

BACKGROUND INFORMATION:
On June 11, 2015, the Governing Board approved the employment agreement with the Superintendent. On September 24, 2015, the first amendment was approved to reflect the correct not to exceed allowance amount for moving expenses. On March 10, 2016, the second amendment was approved to amend the term, as well as Sections 7(B), 11(B), and 11(C) of the overall employment agreement with the Superintendent.

The District and the Superintendent now desire to amend and clarify the Health and Welfare Benefits Section 11(B) of the agreement in order to satisfy all conditions and terms of the agreement.

RECOMMENDATION:
Approve the third amendment to the employment agreement with the Superintendent to amend the Health and Welfare Benefits Section 11(B) of the agreement.

[Signature]
Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

13.11
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THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
THE SAN YSIDRO SCHOOL DISTRICT
AND JULIO FONSECA

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
THE SAN YSIDRO SCHOOL DISTRICT AND JULIO FONSECA (the “Third
Amendment”) is entered into 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); and as amended on the 10th day of March, 2016
(Second Amendment) (collectively the “Agreement”); and

B. The District and Fonseca (the “Parties”) now desire to amend the Agreement in
order to amend Section 11(B).

NOW, THEREFORE, the Parties hereby agree as follows:

1. Subpart B of Section 11 of the Agreement are hereby repealed, and shall be replaced by
the amended provisions below, such that Section 11, subpart B, now reads 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.

i. Continuing Coverage; Gap Coverage. For every full year of
service rendered to the District pursuant to the terms of the
Agreement, the Superintendent shall accrue two (2) years of
continuing or gap coverage. The gap coverage shall be equivalent
to the capped amount received by the District’s associations
(Classified, Certificated, Confidential and Management) for Health
and Welfare benefits. The total amount accrued continuing or gap
coverage shall not exceed ten (10) years of coverage.

ii. To fund the continuing or gap coverage, the District shall disburse
sufficient and appropriate funds to the Superintendent. Such
disbursement shall be made through payroll or a commercial
warrant and shall be reported as other fringe benefits.

iii. Upon notice from Superintendent, the District shall provide the
continuing or gap coverage to Superintendent, up to the accrued
amount of time accumulated, but not to exceed ten (10) years,
regardless of his employment status with the District, or any other
subsequent employer, if any.
2. **Supersede and Replace.** The amended provisions contained in this Third Amendment shall supersede and replace the language of their respective provisions contained in the Agreement.

3. **Effective Date.** The effective date of this Third Amendment shall be the date upon which this amendment is fully executed by the parties.

4. **No Other Modification.** Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

5. **Counterparts.** This Third 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 Third Amendment as of the day and year first written above.

**SAN YSIDRO SCHOOL DISTRICT:**

By: __________________________
    Board President

Date: _________________________

**JULIO FONSECA:**

By: __________________________
    Julio Fonseca

Date: _________________________