

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** December 14, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
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.

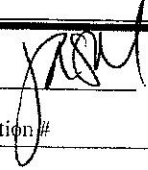
The District and the Superintendent now desire to amend and clarify the Health and Welfare Benefits Section 11(B) of the agreement in order to satisfy all conditions and terms of the agreement.

**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.

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☐ Renewal    ☐ New    ☒ Amendment    ☐ Ratify    ☐ Other

Business Services Reviewed: 

Financial Implications?

☒ Yes    ☐ No

Are funds for this item available in the 2016-2017 Budget?

☒ Yes    ☐ No

Requisition #

Per Agreement  
(Amount)

General Fund

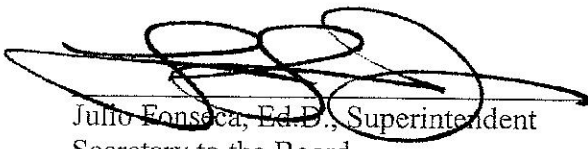
(Name of funding source and/or location)

(Funding account number)

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Recommended for: ☒ Approval    ☐ Denial    Certification Requested ☐ Yes    ☐ No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D., Superintendent  
Secretary to the Board

**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 11<sup>th</sup> day of June 2015, and as amended on the 24<sup>th</sup> day of September, 2015 (the First Amendment); and as amended on the 10<sup>th</sup> 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:**

**JULIO FONSECA:**

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Julio Fonseca

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

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