

**EMPLOYMENT CONTRACT
FOR INTERIM SUPERINTENDENT**

This Employment Contract (hereinafter “Contract”) is entered into by and between the Governing Board of the San Ysidro School District (hereinafter referred to as the “Board”) and Edward Velasquez (hereinafter referred to as the “Interim Superintendent”). The Board and the Interim Superintendent hereby agree to the following terms and conditions:

1. TERM

The Board hereby employs the Interim Superintendent beginning on 2nd day, February 2015, for an indefinite term, except that this Contract may be terminated by either party, with or without cause, upon fifteen (15) days prior written notice to the other party. It is anticipated that the Interim Superintendent may be employed up to June 30, 2015, but this Contract contains no promise of any kind regarding the length of employment of the Interim Superintendent.

2. SALARY

The Interim Superintendent’s salary calculated on a monthly basis shall be fifteen thousand dollars (\$15,000.00/daily rate of \$750.00). This salary will be payable in monthly installments on the last working day of each month, and prorated for any partial month’s service.

The Interim Superintendent is a certificated management employee who is exempt from overtime.

Regardless of the term of this Contract, if it is terminated, the maximum cash settlement that the Interim Superintendent may receive shall be \$7,500.00, and he will be required to continue to perform his duties under this Contract for those days. The intent of this provision is to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes. If this Contract is terminated, the Interim Superintendent will no longer be an employee of the District.

3. BENEFITS

The Interim Superintendent hereby waives all health and welfare benefits of any kind.

The Interim Superintendent shall be reimbursed for all necessary and reasonable business expenses incurred on behalf of the District which are documented and submitted pursuant to the procedures of the District.

4. DUTIES AND RESPONSIBILITIES

The Interim Superintendent shall perform the duties of a public school district superintendent as prescribed by the laws of the State of California. The Interim Superintendent shall act as Secretary to the Board as permitted in Education Code Section 35025. In addition to the powers and duties set forth in Education Code Section 35035, the Interim Superintendent shall have the powers and duties which are delegated to him by the Board. The Interim Superintendent shall give his best services and faithfully perform and discharge all of his duties.

The Interim Superintendent shall be the Chief Executive Officer of the Board. As such, the Interim Superintendent shall have the primary responsibility of execution of Board Policy, whereas the Board shall retain the primary responsibility for formulating and adopting Board Policy.

5. ABUSE OF OFFICE OR POSITION

If the Interim Superintendent is convicted of a crime involving the abuse of office or position, the Interim Superintendent agrees that he shall fully reimburse the District for all of the following: (1) any paid leave salary paid by the District to the Interim Superintendent pending an investigation; (2) any funds paid by the District for the legal criminal defense of the Interim Superintendent; and (3) any cash settlement paid to the Interim Superintendent related to the termination of the Interim Superintendent's employment. The intent of this provision is to satisfy the requirements in Government Code sections 53243.1-53244, and shall be interpreted consistently with these statutes.

6. TERMINATION OF CONTRACT

This Contract may be terminated by mutual consent at any time, or by either party, with or without cause, upon fifteen (15) days prior written notice to the other party.

7. MISCELLANEOUS PROVISIONS

This Contract contains the entire agreement and understanding between the parties. This Contract is subject to the applicable laws of the State of California. This Contract can be changed

or modified only by a written document signed by both parties. If any term or provision of this Contract is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Contract and the remaining terms and provisions shall be in full force and effect.

8. RATIFICATION

The Interim Superintendent and the Board agree that this Contract is not binding or enforceable unless it is ratified by the Board at a meeting of the Board.

EDWARD VELASQUEZ
Interim Superintendent

FOR THE GOVERNING BOARD

Date:_____

Date:_____

Ratified in an open session of the Governing Board on:_____