

## AGREEMENT FOR EMPLOYMENT BETWEEN BOARD OF EDUCATION OF POWAY UNIFIED SCHOOL DISTRICT AND INTERIM SUPERINTENDENT

This Employment Agreement (“Agreement”) is made and entered into this 22nd day of June, 2016, by and between the Board of Education of Poway Unified School District (the “Board”) and Edward Velasquez (“Interim Superintendent”). The Board and Interim Superintendent are together the “Parties.”

### RECITALS

**WHEREAS**, the Board is vested with the authority to appoint a Superintendent for the Poway Unified School District (“PUSD”); and

**WHEREAS**, Board desires to employ Interim Superintendent as an at-will employee for services as an Interim Superintendent in accordance with the terms of this Agreement; and

**WHEREAS**, Interim Superintendent desires to be employed as an at-will employee for services as an Interim Superintendent in accordance with the terms of this Agreement; and

**WHEREAS**, Interim Superintendent has previously served as a Superintendent with other school districts and therefore possesses the specialized skills necessary to perform the duties of Interim Superintendent for a limited duration; and

**WHEREAS**, both the Board and Interim Superintendent wish to set forth in writing the terms and conditions of Interim Superintendent’s employment as Interim Superintendent; and

**WHEREAS**, it is the intent of the Parties to comply fully with all laws and regulations related to Cal STRS/PERS so as to prevent any loss or interruption of retirement benefits for Interim Superintendent.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

### TERMS

1. Appointment

The Board hereby appoints Edward Velasquez to the position of Interim Superintendent in and for Poway Unified School District. Edward Velasquez hereby accepts such appointment under the terms and conditions of this Agreement.

2. At-Will Status

Interim Superintendent is an at-will employee who shall serve at the pleasure of the Board. Accordingly, the Board may terminate Interim Superintendent's employment under this Agreement at any time, with or without cause. Nothing in this Agreement is intended to, or does, confer upon Interim Superintendent any right to any property interest in continued employment, or any due process right to a hearing before or after the decision to terminate his employment either for, or not for, good cause.

3. Term of Agreement

This Agreement will become effective upon the date of adoption by the Board. Interim Superintendent's first day of employment shall be August 1, 2016. Interim Superintendent's employment is subject to termination as set forth in Section 4 below.

Interim Superintendent shall provide 30 days' notice in the event of a voluntary resignation, unless the Board agrees otherwise.

4. Termination of Employment

This agreement may be terminated with or without cause by the Board. Whether Interim Superintendent is terminated with or without cause shall not affect his/her status as an at-will employee. Interim Superintendent shall have the same rights and shall receive the same benefits under the terms of this agreement whether he is terminated with or without cause.

5. Duties and Responsibilities

Interim Superintendent shall carry out the duties of the Superintendent as prescribed by the laws of the State of California, PUSD's and Board Policies and Administrative Regulations; and any other legally permissible and proper duties and functions as the Board may from time to time assign.

6. Hours of Work

Interim Superintendent shall not work more than 560 hours per fiscal year. Both Interim Superintendent and Board shall be required to monitor the number of hours he/she works and ensure that he does not work more than 560 hours per fiscal year.

7. Compensation and Benefits

Pay. Interim Superintendent shall be paid \$75 per hour, payable on the PUSD's established payroll cycle.

No Benefits. This short-term position does not have any employee benefits.

Vacation and Sick Leave. Interim Superintendent shall not receive or accrue vacation days or sick leave, nor shall PUSD pay the Interim Superintendent for any leave of absence, including, but not limited to holidays, vacation days or sick days.

Reimbursement for Expenses. The Board shall reimburse Interim Superintendent for necessary expenses actually incurred in the performance of his/her official duties. Interim Superintendent shall charge all job-related expenses to a credit card issued in Interim

Superintendent's name and shall submit such credit card statements to the Board each month for review and approval of expenditures at a Board meeting.

Mileage. Interim Superintendent requires the use of an automobile in order to fulfill his/her duties and responsibilities. Interim Superintendent shall be granted an allowance in the amount of 54 cents per mile for automobile expenses.

8. Performance Evaluations

The Board shall review and evaluate the performance of Interim Superintendent at least once every 3 months. At the time of each evaluation, performance goals shall be discussed that will be used to assist in the evaluation of Interim Superintendent's performance in the future.

9. Miscellaneous

The text herein shall constitute the entire agreement between the Parties. This Agreement may not be modified, except by written agreement executed by both Parties.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

This Agreement shall be governed by the laws of the State of California.

The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

This Agreement may be executed in counterparts containing original signatures.

This Agreement shall be effective only when and if approved by the Board.

10. Notices

Notices pursuant to this Agreement shall be in writing and served by mailing via the United States Postal Service, first class postage prepaid, addressed as follows:

PUSD Board of Education :

President of the Board of Trustees  
Poway Unified School District  
15250 Avenue of Science  
San Diego, CA 92128

Interim Superintendent:

Edward Velasquez

; Chino, CA 91708

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of mailing of such written notice, postage prepaid, with the United States Postal Service.

**IN WITNESS WHEREOF**, the Board at a duly noticed meeting approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board.

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Michelle O'Connor-Ratcliff  
President, Board of Education  
Poway Unified School District

I hereby accept this agreement of employment and agree to comply with its terms and conditions and to fulfill all of the duties of the Interim Superintendent of Poway Unified School District.

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
Edward Velasquez