

AGREEMENT FOR EMPLOYMENT OF
EXECUTIVE DIRECTOR, ADULT & CONTINUING EDUCATION
BETWEEN
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
AND
JOSE FERNANDEZ

THIS EMPLOYMENT AGREEMENT (the "Agreement") is hereby made and entered into effective this 10th day of January, 2008, by and between the Governing Board of the CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT ("Board" or "District") and JOSE FERNANDEZ ("Fernandez" or "Executive Director").

NOW, THEREFORE, it is hereby agreed as follows:

I. Employment As Executive Director

The District hereby employs Fernandez as Executive Director, Adult & Continuing Education, and Fernandez hereby agrees to devote his full time, best efforts and abilities to performing the duties and responsibilities outlined herein or as assigned to him from time to time by the Superintendent or Board.

II. Term of Agreement

The term of this Agreement shall commence on January 10, 2008, and terminate on June 30, 2010, unless sooner terminated as herein provided. The provisions of this Agreement, including but not limited to the preceding sentence, shall constitute written notice, pursuant to Education Code § 35031, that Fernandez shall not be reelected or reemployed pursuant to a written contract in the position of Executive Director upon expiration of the term of employment established herein. Rather, if Fernandez continues to serve as Executive Director on or after July 1, 2010, such service shall be on the terms and conditions established by the Board with regard to the Executive Director position, and not on the terms of this written contract.

III. Salary

- A. The Board agrees to pay and the Executive Director agrees to accept a base salary of \$127,660 for twelve (12) calendar months of service, prorated for any partial month's service, to be paid in twelve (12) equal monthly installments, each installment to be paid on or about the last working day of each calendar month during the term of this Agreement.
- B. Commencing July 1, 2008, and thereafter on each July 1 during the term of this Agreement, and in lieu of any other salary adjustment, the Executive Director shall receive the same salary adjustment received by certificated management employees of the District for the then-current school year.
- C. Except as herein provided, any adjustment in salary during the term of this contract shall be only in the form of an amendment, and shall not operate as a

termination of this contract. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

- D. A salary schedule reflecting the salary provided in Section III.A and the stipend provided in Section VI.C is attached hereto and incorporated herein as Exhibit "A." The Board hereby adopts this salary schedule as applicable to the Executive Director, and hereby directs that Administrative Regulation 4362 be revised to conform to the text of Exhibit "A." It is further agreed that this salary schedule shall remain in effect for the position of Executive Director following expiration or termination of this Agreement, unless otherwise modified by the Board.

IV. Work Year

The Executive Director shall be required to render 224 days of full and regular service to the District during each annual period covered by this Agreement, exclusive of holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve (12) month certificated management employees of the District.

V. Duties And Responsibilities

The Executive Director shall fully and faithfully perform the duties and responsibilities of Executive Director, in accordance with the Board-adopted job description for the position of Executive Director, and shall do so in accordance with all requirements of the California Education Code, all rules and regulations of the State Board of Education, and all rules, regulations, policies, and directives of the Board and its duly authorized agents, including but not limited to the Superintendent, and shall perform such duties and responsibilities at a professional level of competence and with due diligence. Until such time as the Board adopts a job description, the duties and responsibilities of the Executive Director shall be those previously performed by the Assistant Superintendent, Adult & Continuing Education.

VI. Benefits

- A. The Executive Director shall be entitled to participate in his choice of the District's group medical, group dental, group vision, and term life insurance coverage on the same terms as are provided to the District's Assistant Superintendents.
- B. The Executive Director shall be reimbursed for actual and necessary expenses incurred in the performance of the duties attendant to his position, in accordance with Board Policy. Provided, however, that in lieu of any other mileage or automobile allowance or reimbursement, the District shall provide the Executive Director an allowance of Three Hundred Dollars (\$300) per month for automobile expenses (including mileage) incurred in the conduct of his duties on behalf of the District. The use of this allowance shall be at the Executive Director's discretion and shall not require any documentation. This monthly allowance shall be treated and considered as part of the Executive Director'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.

- C. The Executive Director shall receive an evening pay differential of Eight Hundred Dollars (\$800) per month. This monthly stipend shall be treated and considered as part of the Executive Director'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.
- D. The District shall provide the Executive Director an allowance of Fifty Dollars (\$50) per month, which allowance shall be utilized to defray the cost of obtaining a personal cellular telephone. Personal use of the cellular telephone is authorized, provided that the cell phone shall also be available and utilized by the Executive Director, at no further cost to the District, for the purpose of conducting District business. The Executive Director shall provide the District with his cell phone number so as to facilitate use of that telephone in conducting District business.
- E. The Executive Director shall be provided with one (1) day per month sick leave of absence, credited in advance for his current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations. The Executive Director may use personal business/personal necessity days as necessary from his sick leave.
- F. The Executive Director shall give his exclusive professional services to the District during the period of time such services are to be rendered to the District, except as otherwise provided herein. The Executive Director may provide and receive compensation for consulting and other services performed on his own time providing there is no conflict with the performance of his duties under this Agreement.
- G. The District encourages the Executive Director to participate in professional organizations and activities, and to attend appropriate professional meetings at the local, county, state and national level, consistent with Board Policy and standard District practice for certificated management personnel. At a minimum, the District shall pay the Executive Director's membership dues in ACSA (Association of California School Administrators).

VII. Evaluation

The Superintendent shall at least annually evaluate the performance of the Executive Director. This evaluation shall be in writing, and based upon, but not limited to, the Executive Director's performance of the duties and responsibilities outlined in Section V, *supra*.

VIII. Option To Terminate

- A. Termination by Mutual Consent. The District and Executive Director may, by mutual agreement expressed in writing, terminate this Agreement at any time.
- B. Termination by the Board. The Board unilaterally and without cause may terminate this Agreement and the Executive Director's employment. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Executive Director's then current salary for the remainder of

the Agreement or six (6) months, whichever is less, consistent with Government Code Sections 53260 and 53261. Upon termination of this Agreement pursuant to this section, the Executive Director shall continue to receive the health benefits to which he was previously entitled for the remainder of this Agreement, but not to exceed six (6) months, or until the Executive Director finds other employment, whichever occurs first in accordance with Government Code Section 53261.

- C. Termination by the Executive Director. Notwithstanding any other provisions of this Agreement, the Executive Director 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 sixty (60) calendar days prior to said termination date. The Executive Director and Board may mutually agree to a termination date of less than sixty (60) calendar days.
- D. Termination for Cause. This Agreement and the services of the Executive Director may be terminated by the Board at any time for a material or substantial breach of this Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Executive Director. In lieu of any other hearing, the Executive Director shall then be entitled to a conference with the Board within ten (10) work days at which time the Executive Director shall be given a reasonable opportunity to address the Board's concerns. The Executive Director shall have the right, at his own expense, to have a representative of his choice at the conference with the Board.
- E. Non-Renewal of Contract. 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 Executive Director upon expiration of this Agreement pursuant to Education Code Section 35031. In such event, the Board shall provide the Executive Director with sixty (60) days written notice in advance of the expiration of his term of employment. If such written notice is not provided, the Executive Director is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Agreement, subject, however, to the provisions of Article II, *supra* (specifying that such service on and after July 1, 2010 shall be pursuant to such terms and conditions as are established by the Board with regard to the Executive Director position, rather than pursuant to written contract). The Executive Director shall provide the Board with written notice of this provision at least ninety (90) days in advance of the termination of this Contract. The Executive Director's failure to do so shall constitute a material breach of this Contract.

VIII. Governing Law

This Agreement is subject to all applicable laws of the State of California, and to the lawful rules, regulations, and policies of the State Board of Education and California and the Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

IX. Savings Clause

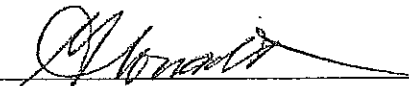
If any provisions of this contract are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full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

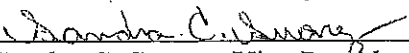
X. Complete Agreement

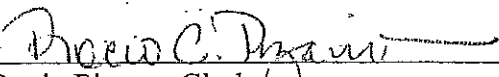
This Agreement is the full and complete agreement between the parties hereto. Any amendment, modifications or variations from the terms of this contract shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Board and the Executive Director.

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

BOARD OF EDUCATION OF
CENTINELA VALLEY UNION
HIGH SCHOOL DISTRICT


Gloria A. Ramos, President


Sandra C. Suarez, Vice President


Rocio Pizano, Clerk

Rudy Salas, Member

Francisco M. Talavera, Member

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 Executive Director, Human Resources, of the Centinela Valley Union High School District.

Date of Acceptance: 01/22/08

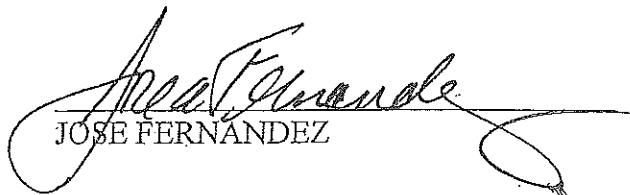

JOSE FERNANDEZ

EXHIBIT "A"

ADMINISTRATIVE REGULATION

AR 4362

Certificated Management Base Salary Schedule - 2006-07

Based on Positive Attendance Work Year

Position	Year	Weeks	Wk Days	Step 1	Step 2	Step 3	Step 4
Executive Director Adult School	12	52	224	\$112,758	\$119,189	\$124,677	\$127,660
Principals, Comprehensive & AE	12	52	224	\$112,758	\$119,189	\$124,677	\$127,660
Principal, Cont. Education	12	52	224	\$110,524	\$116,360	\$122,194	\$125,176
Director	12	52	224	\$110,524	\$116,360	\$122,194	\$125,176
Coordinator	12	52	224	\$104,825	\$110,343	\$115,860	\$118,843
Associate Principal	12	52	224	\$104,825	\$110,343	\$115,860	\$118,843
Program Manager	12	52	224	\$100,094	\$105,350	\$110,605	\$113,588

30+ yrs
Teaching/
Admin. Exp

ADMINISTRATORS SHALL BE ELIGIBLE FOR STEP ADVANCEMENT AND CAREER INCREMENTS ON THE JULY 1ST FOLLOWING THE ANNIVERSARY OF THE PERSON'S EMPLOYMENT AS AN ADMINISTRATOR. ONLY THOSE EMPLOYEES WHO HAVE SERVED 30+ YEARS IN THE DISTRICT WILL BE PLACED ON STEP 4.

REGULATIONS FOR IMPLEMENTATION OF ADMINISTRATOR'S SALARY SCHEDULE

1. METHOD OF PAYMENT

Administrative personnel will be paid in twelve (12) equal payments.

2. DOCTOR'S DEGREE

An Administrator holding an earned Doctor's Degree shall receive an additional \$100.00 per month.

3. SALARY SCHEDULE PLACEMENT

An Administrator hired from outside the District shall be allowed up to three (3) years experience credit for previous administrative services determined by the Superintendent, subject to Board approval.

4. PLACEMENT UPON PROMOTION

The promotion of an administrator or another certificated employee to an administrative position shall be accompanied by an increase in salary of not less than five (5) percent more than the monthly base salary the person earned immediately prior to the promotion.

5. PLACEMENT UPON RE-APPOINTMENT

A former administrator from within the District who is re-appointed to an administrative position shall be given full credit for all previous administrative service.

6. CAREER INCREMENT

An administrator shall receive an additional \$81.00 per month at the beginning of the person's 7th, 12th, and 15th year of administrative service in the District.

7. EVENING DIFFERENTIAL

The Executive Director of the Adult School should receive an additional \$800.

Revised: 05/31/07 per month evening pay differential.

Approved 05/22/07

ADDENDUM TO AGREEMENT FOR EMPLOYMENT OF
EXECUTIVE DIRECTOR, ADULT & CONTINUING EDUCATION
BETWEEN
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
AND
JOSE FERNANDEZ

THIS ADDENDUM (the "Addendum") to the Employment Agreement between the the Governing Board of the CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT ("Board" or "District") and JOSE FERNANDEZ ("Fernandez" or "Executive Director") is hereby made and entered into effective this 10th day of January, 2008, by and between the District and Fernandez.

NOW, THEREFORE, it is hereby agreed as follows:

I. Assignment As Interim Superintendent

Effective January 10, 2008, the District hereby assigns to Fernandez, in addition to his duties as Executive Director, the duties of Interim Superintendent, and Fernandez hereby agrees to devote his full time, best efforts and abilities to performing the duties and responsibilities of the position of Interim Superintendent or as assigned to him from time to time by the Board.

II. Term And Termination Of Interim Assignment

Fernandez shall serve as Interim Superintendent at the pleasure of the Board. The Board unilaterally and without cause may terminate such interim assignment at any time in writing. In any event, such interim assignment shall terminate on the earlier of June 30, 2008, or on such date as the Board takes action to employ a Superintendent.

III. Work Year

The Interim Superintendent shall be required to render full and regular service on all District work days during the term of this Agreement.

IV. Stipend

In exchange for performing the additional duties required pursuant to this Addendum, the Interim Superintendent shall receive a stipend, in addition to his salary as Executive Director, in the amount of \$1,698.33 per month (prorated for partial months), payable monthly per the District's usual payment schedule.

V. Benefits While Serving As Interim Superintendent

The Interim Superintendent shall be entitled, during his term of service as Interim Superintendent, to the benefits afforded the Executive Director or the benefits set forth immediately below, whichever is greater:

- A. The District's contribution towards the cost of group medical, group dental, group vision, and life insurance coverage for the Interim Superintendent shall total \$5,000 per year.
- B. The Interim Superintendent shall be reimbursed for actual and necessary expenses incurred in the performance of the duties attendant to his position, in accordance with Board Policy. Provided, however, that in lieu of any other mileage or automobile allowance or reimbursement, the District shall provide the Interim Superintendent an allowance of Five Hundred Dollars (\$500) per month for automobile expenses (including mileage) incurred in the conduct of his duties on behalf of the District. The use of this allowance shall be at the Interim Superintendent's discretion and shall not require any documentation. This monthly allowance shall be treated and considered as part of the Interim 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.
- C. The Interim Superintendent shall be entitled to the use of a cellular telephone at District expense for use in conducting District business.
- D. Interim Superintendent shall receive twenty (24) working days annual vacation with pay, exclusive of holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve (12) month certificated management employees of the District. Vacation shall accrue as it is earned, at the rate of two (2) days per month. Earned and unused vacation shall be carried over from year to year, and, upon termination of employment, shall be compensated at the then-current salary rate. In no event, however, shall the Interim Superintendent accrue any vacation days in excess of twelve (12).
- E. The Interim Superintendent shall be provided with one (1) day per month sick leave of absence, credited in advance for his current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations. The Interim Superintendent may use personal business/personal necessity days as necessary from his sick leave.
- F. The District encourages the Interim Superintendent to participate in professional organizations and activities. The District shall pay the Interim Superintendent's membership dues in ACSA (Association of California School Administrators), and one other professional organization of choice. Membership dues for other professional organizations may be approved by the Board.
- G. The Interim Superintendent is expected to attend appropriate professional meetings at the local, county, state and national level. Prior approval of the Board shall be obtained when the Interim Superintendent attends out-of-state functions, and upon such approval, all actual and necessary expenses of attendance shall be paid by the District.

- H. The Interim Superintendent shall give his exclusive professional services to the District during the period of time such services are to be rendered to the District, except as otherwise provided herein. The Interim Superintendent may provide and receive compensation for consulting and other services performed on his own time providing there is no conflict with the performance of his duties under this Agreement.

VI. Governing Law

This Agreement is subject to all applicable laws of the State of California, and to the lawful rules, regulations, and policies of the State Board of Education and California and the Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

VII. Savings Clause

If any provisions of this contract 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.

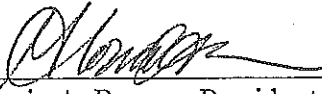
VIII. Complete Agreement

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

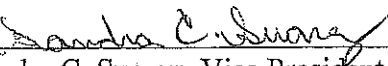
[SIGNATURE PAGE TO FOLLOW]

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

BOARD OF EDUCATION OF CENTINELA
VALLEY UNION HIGH SCHOOL DISTRICT



Gloria A. Ramos, President



Sandra C. Suarez, Vice President



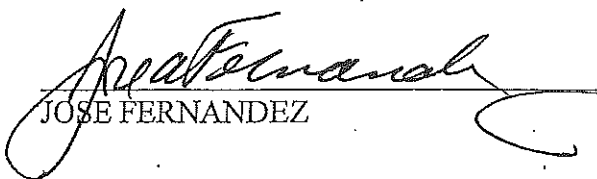
Rocio Pizano, Clerk

Rudy Salas, Member

Francisco M. Talavera, Member

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 Interim Superintendent of the Centinela Valley Union High School District.

Date of Acceptance: 01/22/08



JOSE FERNANDEZ

AGREEMENT FOR EMPLOYMENT
OF
SUPERINTENDENT
BETWEEN
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
AND
JOSE A. FERNANDEZ

THIS EMPLOYMENT AGREEMENT (the "Agreement") is hereby made and entered into effective Dec. 1, 2008, by and between the Governing Board of the CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT ("Board" or "District") and JOSE A. FERNANDEZ ("Mr. Fernandez" or "Superintendent" or "Assistant Superintendent").

WHEREAS, Mr. Fernandez has served as the Assistant Superintendent of Adult and Continuing Education pursuant to the terms of an Agreement for Employment dated as of July 1, 2008 and has also served as Interim Superintendent for the District pursuant to an addendum to the Agreement for Employment dated as of July 1, 2008, and

WHEREAS, the Board believes that it is in the best interest of the District that Mr. Fernandez now serve as Superintendent of the District, and

WHEREAS, pursuant to a vote of the District's Board of Education duly taken and recorded in the minute of its December 16, 2008 meeting, the District proposes to appoint Mr. Fernandez to serve as Superintendent pursuant to the terms and conditions of this Agreement, and

WHEREAS, Mr. Fernandez has agreed to serve as Superintendent of the District based on the following terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

I. Employment

A. Duties as Superintendent. The District hereby employs Fernandez as Superintendent of the District and Fernandez hereby agrees to devote his full time, best efforts and abilities to performing the duties and responsibilities outlined herein or as assigned to him from time to time by the Board.

The Superintendent shall be the chief executive officer of the School District and shall serve as secretary of the Board. All powers and duties lawfully delegated to the Superintendent are to be executed in accordance with the policies adopted by the Governing Board. The Superintendent shall perform the duties of the District Superintendent as prescribed by the laws of the State of California, including but not limited to, those duties described in the Education Code. In addition, the Superintendent shall perform other duties and functions as assigned or required by the Board.

III. Salary

- A. The Board agrees to pay Mr. Fernandez for his services as Superintendent and Mr. Fernandez agrees to accept a base salary of \$163,437.96 for twelve (12) calendar months of service, prorated for any partial month's service, to be paid in twelve (12) equal monthly installments, each installment to be paid on or about the last working day of each calendar month during the term of this Agreement.
- B. Commencing Dec. 1, 2008, the Superintendent shall be entitled to receive a longevity pay salary adjustment of nine percent (9%) per annum for his long-term service to the District and shall be entitled to receive any other salary adjustments received by classified management employees of the District
- C. Except as herein provided, any adjustment in salary during the term of this contract shall be only in the form of an amendment, and shall not operate as a termination of this contract. It is further provided that, with respect to any adjustment in salary, it shall not be considered that a new contract has been entered into or that the termination date of the existing contract has been extended.

III. Term of Agreement

The term of this Agreement shall commence as of December 1, 2008, and shall terminate on June 30, 2010, unless sooner terminated as herein provided.

IV. Work Year

The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement.

V. Benefits

- A. Mr. Fernandez shall be entitled to participate in his choice of the District's group medical, group dental, group vision, and term life insurance coverage on the same terms as are provided to the District's 12-month classified management employees. Provided, however, that the District's contribution towards the cost of group medical insurance coverage for the Assistant Superintendent shall not be more than \$5,000 per year. In the event that Mr. Fernandez retires during the term of his employment, Mr. Fernandez shall be entitled to participate, at his sole expense, in his choice of the District's group medical, group dental, group vision and term life insurance coverage. Mr. Fernandez shall be entitled to any PERS contributions on the same terms as are provided to the District's 12-month classified management employees. The District shall pay the employee portion of the PERS contribution.
- B. The Superintendent shall be reimbursed for actual and necessary expenses for travel more than 50 miles outside of the District and for other actual and necessary expenses incurred in the performance of the duties attendant to his position, in accordance with Board Policy. The District will provide Mr.

Fernandez with a District credit card for such purposes. The Superintendent will submit an itemized claim for such expenses. Any expenses in excess of \$500 must have prior approval by the Chairperson of the Board.

- C. The District shall provide the Superintendent an allowance of Five Hundred Dollars (\$500) per month for automobile expenses (including mileage) incurred in the conduct of his duties on behalf of the District. The use of this allowance shall be at the Superintendent's discretion and shall not require any documentation. This monthly allowance shall be treated and considered as part of the Superintendent's compensation/salary for tax purposes and for purposes of the Public Employees Retirement System to the maximum extent permitted by law. The District shall provide Mr. Fernandez an allowance of Fifty Dollars (\$50) per month, which allowance shall be utilized to defray the cost of obtaining a personal cellular telephone. Personal use of the cellular telephone is authorized, provided that the cell phone shall also be available and utilized by the Superintendent, at no further cost to the District, for the purpose of conducting District business. Mr. Fernandez shall provide the District with his cell phone number so as to facilitate use of that telephone in conducting District business.
- D. Mr. Fernandez shall receive thirty (30) working days annual vacation with pay, exclusive of holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve (12) month classified management employees of the District.
- E. Vacation shall accrue as it is earned, at the rate of two (2 1/2) days per month. Earned and unused vacation shall be carried over from year to year, and, upon termination of employment, shall be compensated at the then-current salary rate. In no event, however, shall Mr. Fernandez accrue any vacation days in excess of thirty-six (36).
- F. Mr. Fernandez shall be provided with two (2) day per month sick leave of absence, credited in advance for his current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations. Mr. Fernandez may use personal business/personal necessity days as necessary from his sick leave.
- G. The District shall pay Mr. Fernandez' membership dues in ACSA (Association of California School Administrators), and two other professional organizations of choice. Membership dues for other professional organizations may be approved by the Board. Mr. Fernandez is expected to attend appropriate professional meetings at the local, county, state and national level. Prior approval of the Board shall be obtained when Mr. Fernandez attends out-of-state functions, and upon such approval, all actual and necessary expenses of attendance shall be paid by the District.
- H. Mr. Fernandez shall give his exclusive professional services to the District during the period of time such services are to be rendered to the District, except as otherwise provided herein. Provided, however, that Mr. Fernandez may

engage in outside paid or unpaid professional activities, such as consulting, speaking, and writing, so long as such activities do not tend to interfere with Mr. Fernandez' duties or impair Mr. Fernandez' effectiveness as determined by the Board in its sole and exclusive judgment .

VI. Evaluation

The Board shall at least annually evaluate the performance of Mr. Fernandez. This evaluation shall be in writing, and based upon, but not limited to, Mr. Fernandez' performance of the duties and responsibilities as provided in this Agreement and as prescribed by the Board from time to time.

VII. Option To Terminate

- A. Termination by Mutual Consent. The District and Mr. Fernandez may, by mutual agreement expressed in writing, terminate this Agreement at any time.
- B. Termination by the Board without cause. Upon a concurring vote of not less than four (4) members of the Board, the Board unilaterally and without cause may terminate this Agreement and Mr. Fernandez' employment. A termination of the duties under paragraph I of this Agreement shall constitute a termination of this Agreement under this paragraph. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay Mr. Fernandez' then current salary for the remainder of the Agreement or twelve (12) months, whichever is less, consistent with Government Code Sections 53260 and 53261. Upon termination of this Agreement pursuant to this section, Mr. Fernandez shall continue to receive the health benefits to which he was previously entitled for the remainder of this Agreement, but not to exceed twelve (12) months or until Mr. Fernandez finds other employment, whichever occurs first in accordance with Government Code Section 53261.
- C. Termination by Mr. Fernandez. Notwithstanding any other provisions of this Agreement, Mr. Fernandez 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 sixty (60) calendar days prior to said termination date. Mr. Fernandez and Board may mutually agree to a termination date of less than sixty (60) calendar days. In the event Mr. Fernandez becomes a candidate for other employment during the term of this Agreement, Mr. Fernandez 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. Termination for Cause. This Agreement and the services of Mr. Fernandez may be terminated by the Board at any time for a substantial and material breach of this Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon Mr. Fernandez. In lieu of any other hearing, Mr. Fernandez shall then be entitled to a conference with the Board within ten (10) work days at which time the Superintendent shall be given a reasonable

opportunity to address the Board's concerns. Mr. Fernandez shall have the right, at his own expense, to have a representative of his choice at the conference with the Board.

- E. **Renewal of Contract.** 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 Mr. Fernandez upon expiration of this Agreement pursuant to Education Code Section 35031. In such event, the Board shall, upon a vote of not less than 4 votes of the Board, provide Mr. Fernandez with forty-five (45) days written notice in advance of the expiration of his term of employment. If such written notice is not provided, Mr. Fernandez is deemed reemployed for one additional one-year term under the same terms and conditions as set forth in this Agreement.

VIII. Governing Law

This Agreement is subject to all applicable laws of the State of California, and to the lawful rules, regulations, and policies of the State Board of Education and California and the Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

IX. Savings Clause

If any provisions of this contract 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.

X. Complete Agreement

This Agreement is the full and complete agreement between the parties hereto, and supersedes all prior and contemporaneous representations, agreements or understandings, oral or written. Any amendment, modifications or variations from the terms of this contract shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Governing Board and the Superintendent.

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

BOARD OF EDUCATION OF
CENTINELA VALLEY UNION HIGH
SCHOOL DISTRICT



Gloria A. Ramos, President



Sandra C. Suarez, Vice President



Rocio Pizano, Clerk

Rudy Salas, Member

Francisco M. Talavera, Member

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 Centinela Valley Union High School District.

Date of Acceptance:



JOSE A. FERNANDEZ

AGREEMENT FOR EMPLOYMENT
OF
SUPERINTENDENT
BETWEEN
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
AND
JOSE A. FERNANDEZ

This Agreement is hereby made and entered into effective July 1, 2009, by and between the Governing Board of the CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT ("Board" or "District") and JOSE A. FERNANDEZ.

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Superintendent as the Superintendent of the District, and Superintendent desires to accept employment as the Superintendent of District upon the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

I. Employment

- A) **Duties as Superintendent.** The District hereby employs Fernandez as Superintendent of the District and Fernandez hereby agrees to devote his full time, best efforts and abilities to performing the duties and responsibilities outlined herein or as assigned to him from time to time by the Board. The Superintendent shall be the chief executive officer of the School District and shall serve as secretary of the Board. All powers and duties lawfully delegated to the Superintendent are to be executed in accordance with the policies adopted by the Governing Board. The Superintendent shall perform the duties of the District Superintendent as prescribed by the laws of the State of California, including but

not limited to, those duties described in the Education Code. In addition, the Superintendent shall perform other duties and functions as assigned or required by the Board.

- B) Board hereby employs Superintendent as the superintendent of District, and Superintendent accepts employment as the superintendent of District. In said capacity, Superintendent shall do and perform all services, acts, or things, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties. The Superintendent's shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff that in Superintendent's judgment would best serve District, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees. The Superintendent will review all policies under consideration by the Board and make appropriate recommendations to the Board.
- C) The Superintendent shall serve as liaison between the Board and the Board's representatives with respect to all employer-employee matters, and make recommendations to the Board concerning those matters.
- D) The Superintendent shall be entitled to attend all regular, special and closed session meetings of the Board, and shall serve as an ex officio member on any and all District committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of District.
- E) The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation, and shall refrain from individual interference with the administration of school policies and the daily management of the District.

II. Salary

- A) The Board agrees to pay Mr. Fernandez for his services as Superintendent and Mr. Fernandez agrees to accept a base salary of \$198,938 per annum, to be paid in twelve (12) equal monthly installments, each installment to be paid on or about the last working day of each calendar month during the term of this Agreement.
- B) Commencing July 1, 2009, the Superintendent shall be entitled to receive a longevity pay salary adjustment of nine percent (9%) per annum for his long-term service to the District and the Superintendent shall receive a management incentive salary adjustment of one thousand dollars (\$1000) per month to be paid on or about the last day of each month for out of pocket expenses. The Superintendent Salary shall be increase annually, on July 1st of each year by an amount not less than the increase in the Consumer Price index for Los Angeles County.
- C) The Superintendent shall receive an annual stipend of two Thousand five hundred Dollars (\$2500) for post graduate degree.

III. Term of Agreement

The term of this agreement shall commence as of July 1, 2009 and shall terminate on June 30th 2012 unless sooner terminated as herein provided. Should the Superintendent receive a satisfactory formal evaluation pursuant to this agreement, or should the Superintendent not receive a formal evaluation during any school year, this agreement will be automatically extended by one additional year effective July 1st, of the next succeeding school year, provided that at no time shall the term of this agreement exceed three (3) years.

IV. Work Year

The Superintendent shall be required to render full time, and regular service to the District during an annual period covered by this agreement. The Superintendent work year shall be Two Hundred and Fifteen (215) days.

V. Benefits and Special Compensation

- A) The Superintendent shall be entitled to participate in his choice of the District's group medical, group dental and group vision on the same terms that is provided to the District's 12 month classified management employees. Upon Mr. Fernandez' retirement he and his spouse shall be entitled to participate, at his sole expense, in their choice of the District's group medical, group dental and group vision coverage until both are deceased.
- B) The District shall pay Mr. Fernandez' membership dues and expenses in ACSA (Association of California School Administrators), three other professional organizations of his choice and one local service club of his choosing. Membership dues for other professional organizations may be approved by the Board. Mr. Fernandez is expected to attend appropriate professional meetings at the local, county, state and national level. Prior approval of the Board shall be obtained when Mr. Fernandez attends out-of-state functions, and upon such approval, all actual and necessary expenses of attendance shall be paid by the District.
- C) Mr. Fernandez shall give his exclusive professional services to the District during the period of time such services are to be rendered to the District, except as otherwise provided herein. Provided, however, that Mr. Fernandez may engage in outside paid or unpaid professional activities, such as consulting, speaking, writing and serving on publicly elected or appointed boards so long as such activities do not tend to interfere with Mr. Fernandez' duties or impair Mr. Fernandez' effectiveness.

- D) As a management incentive granted due to the unique nature of duties performed Mr. Fernandez shall be entitled to any Public Employee Retirement System (PERS) contributions on the same terms as provided to the District's classified management employees. The District shall pay the employee portion of the Public Employee Retirement System (PERS) contribution and shall Compensate Superintendent for any service credit purchased, none qualified/Air Time Credit acquired or credited, from the Public Employee Retirement System (PERS) or the State Teachers Retirement System (STRS) during his employment by District.
- E) The Superintendent shall be reimbursed for actual and necessary expenses for travel more than 50 miles outside of the District and for other actual and necessary expenses incurred in the performance of the duties attendant to his position, in accordance with Board Policy. The District will provide Mr. Fernandez with a District credit card for such purposes. The Superintendent will submit an itemized claim for such expenses. Any expenses in excess of One Thousand Dollars (\$1,000) must have prior approval by the Chairperson of the Board.
- F) As a management incentive granted due to the unique nature of duties performed the District shall provide the Superintendent an allowance of Six Hundred Dollars (\$600) per month for automobile expenses (including mileage) incurred in the conduct of his duties on behalf of the District. The use of this allowance shall be at the Superintendent's discretion and shall not require any documentation. The District shall provide Mr. Fernandez an allowance of Two Hundred Dollars (\$200) per month, which allowance shall be utilized to defray the cost of obtaining a personal cellular telephone and wireless communication device. Personal use of the cellular telephone and wireless communication device is authorized, provided that the cell phone and wireless communication device shall also be available and utilized by the Superintendent, at no further cost to the District, for the purpose of conducting District business. Mr. Fernandez shall provide the District with his cell phone number and email address so as to

facilitate use of that telephone and wireless communication device in conducting District business.

- G) Mr. Fernandez shall receive thirty (30) working days annual paid vacation with pay, accrued as it is earned, at the rate of two (2 1/2) days per month, exclusive of holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to classified management employees of the District. Superintendent may elect at the conclusion of each school year, ending June 30th to be paid for any portion of any unused vacation time at the Superintendent's then existing daily rate of pay. In no event shall Mr. Fernandez shall accrue more than thirty six (36) unused vacation days
- H) Mr. Fernandez shall be provided with two (2) days per month sick leave of absence, credited in advance for his current year's sick leave entitlement upon initial employment with the District. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board rules and regulations. Mr. Fernandez may use his sick leave for personal business/personal necessity days as necessary.
- I) Superintendent agrees to undergo a comprehensive medical examination annually during employment with the District. Said examination shall be made by a licensed physician selected by the Superintendent. A statement regarding Superintendent's physical ability to perform Superintendent's regular duties, shall be obtained from the physician and provided to the Board, and the Board shall keep confidential the information therein. The costs of the said medical examination and report shall be paid by the District. Nothing herein shall be deemed to waive the physician/patient privilege which Superintendent shall have with any physician with whom Superintendent consults for the purposes of this paragraph and this Agreement.
- J) As a management incentive granted due to the unique nature of duties performed the District shall provide Superintendent, at District's expense, with a

fully paid portable Custom Whole Life insurance policy from New York Life in the face amount of \$1,000,000. The beneficiary of any such policy of life insurance shall be the District for the first \$200,000 and the beneficiary selected by the Superintendent for the remaining policy value. If Superintendent separates from service for any reason the policy and its premiums shall become the sole responsibility of the Superintendent and Superintendent shall have the right to change or name beneficiaries as he desires. The endowment period for the policy shall be ten (10) years from inception.

- K) In recognition of the high cost of housing in the vicinity of the District, the District shall provide assistance to Superintendent and spouse for the cost of housing loan, with a two percent per annum fixed rate of interest, with a forty year repayment term and monthly payments due on the first day of each month for the term of loan. Loan must not exceed one hundred and fifty percent of the average cost of homes in the zip code area purchased and must be for the purpose of Superintendent acquiring a principal residence. The loan provided for shall in all particulars comply with Section 1.7872-5T of the Regulations of the Internal Revenue Service, and Superintendent shall provide all required certifications to District in connection with this loan.

VI. Evaluation

The Board shall annually formally evaluate the performance of Mr. Fernandez. This evaluation shall be in writing, and be based upon, but not limited to, Mr. Fernandez' performance of the duties and responsibilities as provided in this Agreement.

- A) The Board shall devote a portion of one meeting annually for discussion and formal evaluation of the performance and working relationship between the Superintendent and the Board. Every effort will be made to conduct this meeting by a date to be determined by the Board President and the Superintendent. Such meeting shall be conducted in closed session unless mutually agreed otherwise.

The formal annual evaluation shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition thereto, the Board and the Superintendent shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent in writing whether Superintendent has performed, in the Board's judgment, satisfactorily or unsatisfactorily.

- B) If the Board concludes during its formal annual evaluation that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted six months from the date of the unsatisfactory evaluation. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.
- C) An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent's performance as satisfactory in individual evaluations prepared by such Board members.
- D) The Board will provide a formal evaluation of the Superintendent's performance annually. Board and the Superintendent shall also meet quarterly during the course of the year to meet and give oral feedback to the Superintendent concerning Superintendent's progress towards meeting the mutually agreed upon goals and objectives, and making any agreed upon modifications to those goals and objectives.
- E) The Board President representing the Board and the Superintendent shall agree upon a written evaluation format which shall be used during the term.

- F) The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation. .

VII. Option To Terminate

- A) **Termination by Mutual Consent.** The District and Mr. Fernandez may, by mutual agreement expressed in writing, terminate this Agreement at any time.
- B) **Termination by the Board Without Cause.** Upon a concurring vote of not less than four (4) members of the Board, the Board unilaterally and without cause may terminate this Agreement and Mr. Fernandez' employment. Notice of such termination shall be given to Mr. Fernandez before January 2 of the year in which termination will occur and termination shall be effective June 30, of the then current year. A termination of the duties under paragraph 1 of this Agreement shall constitute a termination of this Agreement under this paragraph. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay Mr. Fernandez' then current salary for the remainder of the Agreement or eighteen (18) months, whichever is less, consistent with Government Code Sections 53260 and 53261. Upon termination of this Agreement pursuant to this section, Mr. Fernandez shall continue to receive the health benefits to which he was previously entitled for the remainder of this Agreement, but not to exceed eighteen (18) months or until Mr. Fernandez finds other employment, whichever occurs first in accordance with Government Code Section 53261.
- C) **Termination by Mr. Fernandez.** Notwithstanding any other provisions of this Agreement, Mr. Fernandez 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 sixty (60) calendar days prior to said termination date. Mr. Fernandez and Board may mutually agree to a termination date of less than sixty (60) calendar days. In the event Mr. Fernandez becomes a candidate for other employment during the term of this Agreement, Mr. Fernandez 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) Termination for Cause. This Agreement and the services of Mr. Fernandez may be terminated by the Board at any time for a substantial and material breach of this Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon Mr. Fernandez. The Superintendent shall then be entitled to a conference with the Board within ten (10) work days at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. Mr. Fernandez shall have the right, at his own expense, to have a representative of his choice at the conference with the Board.

E) Renewal of Contract. 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 Mr. Fernandez upon expiration of this Agreement pursuant to Education Code Section 35031. In such event, the Board shall, upon a vote of not less than 4 votes of the Board, provide Mr. Fernandez with one hundred and eighty (180) days written notice in advance of the expiration of his term of employment. If such written notice is not provided, Mr. Fernandez is deemed reemployed for one additional one-year term under the same terms and conditions as set forth in this Agreement.

VIII. Governing Law

A) This Agreement is subject to all applicable laws of the State of California, and to the lawful rules, regulations, and policies of the State Board of Education and California and the Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

B) In accordance with the provisions of Government Code §825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, the District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity or in Superintendent's official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this contract and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.

IX. Savings Clause

If any provisions of this contract 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.

X. Complete Agreement

This Agreement is the full and complete agreement between the parties hereto, and supersedes all prior and contemporaneous representations, agreements or understandings, oral or written. Any amendment, modifications or variations from the terms of this contract shall be in writing and shall be effective

only upon approval of such amendment, modification or variation by the Governing Board and the Superintendent.

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

BOARD OF EDUCATION OF CENTINELA
VALLEY UNION HIGH SCHOOL DISTRICT

Gloria A. Ramos, President

Sandra C. Suarez, Vice President

Rocio C. Pizano, Clerk

Hugo M. Rojas II, Member

Maritza R. Molina, Member

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 Centinela Valley Union High School District.

Date of Acceptance:

JOSE A. FERNANDEZ

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT BETWEEN
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT AND JOSE A.
FERNANDEZ

This Amendment No. 1 to said Employment Agreement is hereby made and entered into this 28th day of February by and between the Governing Board of the CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT ("District") and JOSE A. FERNANDEZ ("Fernandez").

WHEREAS, on or about July 1, 2009 the Agreement between District and Fernandez became effective for the purpose of employing Jose A. Fernandez as Superintendent; and

WHEREAS, said Agreement was for a term of three years; and

WHEREAS, said term expires on June 30, 2012; and

WHEREAS, the parties desire to revise said Agreement by amending the term for a four year period in accordance with the requirements of law;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree to amend said Agreement as follows:

SECTION 1.

Article III. Term of Agreement shall be and hereby is amended by deleting it in its entirety and replacing it with the following:

"Article III. Term of Agreement

This agreement shall commence as of July 1, 2012 and shall terminate on June 30, 2016 unless it is sooner terminated as provided herein or unless extended by mutual written agreement of the parties."

SECTION 2.

This Amendment shall become effective on July 1, 2012.

SECTION 3.

Except as amended herein, the terms and conditions of the Agreement which became effective on July 1, 2009 between District and Superintendent shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Amendment on the date and year first above written.

BOARD OF EDUCATION OF CENTINELA
VALLEY UNION HIGH SCHOOL DISTRICT

By: Rocio C. Pizarro 2/28/12

President

[Signature] 2/28/12

Vice President

Alvaro M. Rojas 2-28-12

Clerk

[Signature] 2/28/12

Member

[Signature] 2/28/12

Member

JOSE A. FERNANDEZ

By: [Signature]

Superintendent

Date:

2/28/2012

	NAME	SITE	EVENT	PLACE	FROM	TO	FUNDING
8.	Joelle Carr Kristin Matus	LZ	Paleontology for Educator's Workshop	Claremont, CA	03/08/12	03/09/12	No Cost
9.	Jason Chamberlin Susan Schulze	LZ	California Partnerships Academy Conference	Sacramento, CA	02/13/12	02/15/12	Categorical, CPA Funds
10.	Alicia Mendez	DO	CASBO Annual Conference	San Diego, CA	04/10/12	04/13/12	Cafeteria Fund 13

11. GENERAL ADMINISTRATION

- A) Approve/Ratify the Amendment to Employment Agreement for Superintendent** **GA 1**
 Approved/Ratified the amendment to employment agreement for Jose Fernandez to serve as Superintendent, effective July 1, 2012.

Motion: **Molina** Second: **Gonzalez** Vote: **4-0-1** (Member Ramos abstained)

President Pizano stated that the proposed amendment is available for public viewing.

Member Ramos asked for an explanation, Superintendent Fernandez explained that he decided it's the right thing to do to let go of the "evergreen clause" which is an automatic renewal of his contract unless one party terminates the agreement in a given amount of time. Section III, Terms of Employment, was amended to reflect this change with an updated four-year term and no automatic renewal of the contract.

Member Ramos thanked Superintendent Fernandez for his continued leadership and for removing the evergreen clause.

- B) Resolution No. 11-12/021 Requesting the Issuance of 2012-2013 Tax and Revenue Anticipation Notes (TRANS) for the District by the Board of Supervisors of the County of Los Angeles** **GA 2**

Approved/Ratified Resolution No. 11-12/021 Requesting the Issuance of 2012-2013 TRANS in an amount not to exceed \$25,000,000.00.

Motion: **Ramos** Second: **Molina** Vote: **5-0**

Superintendent Fernandez asked Ron Hacker, Interim Assistant Superintendent, Business Services, to explain this item, who stated that this item addresses cash flow issues.

- C) Accept the 2010-2011 Audit Report, Findings and Recommendations** **GA 3**
 Approved/Ratified to accept the 2010-2011 Audit Report, Findings and Recommendations as presented by Christy White Accountancy Corporation

Motion: **Ramos** Second: **Pizano** Vote: **5-0**

Superintendent Fernandez asked Dr. Ben Wolf, Assistant Superintendent, Educational Services, to explain and he gave a brief overview of the report which showed that overall, the district has vastly improved on audit findings from past years.

- D) Approval of Overnight Field Trip for Leuzinger High School's Senior Class to Six Flags Magic Mountain Grad Nite 2012 as Part of The Class of 2012 Senior Activities, June 21, 2012** **GA 4**

Approved/Ratified the overnight fieldtrip for Leuzinger High School's Senior Class to attend Six Flags Magic Mountain Grad Nite 2012 on June 21, 2012 from 9pm-5am, funded by ASB.

Motion: **Ramos** Second: **Molina** Vote: **5-0**