

**AMENDMENTS TO AGREEMENT BETWEEN
CORONADO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
AND
JEFFREY P. FELIX, ED.D.**

The following are Amendments to the Agreement between the Coronado Unified School District Board of Education, hereinafter referred to as "Board," and Jeffrey P. Felix, Ed.D, hereinafter referred to as "Superintendent." These Amendments modify the agreement pursuant to which the Superintendent initially was hired for the 2008-09 school year (and as such agreement has been modified through prior amendments). All provisions of any prior Agreement between Board and Superintendent shall remain in full force and effect except as modified by these Amendments.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the Board and the Superintendent agree to the following:

Replace Section 1 to read:

1. TERM OF AGREEMENT

The Superintendent is hereby employed by the Board as the Superintendent of the Coronado Unified School District ("District"). The term of employment for the Superintendent shall be for a period of four (4) years, commencing July 1, 2012, and ending June 30, 2016, and shall be subject to the terms and conditions hereinafter set forth. The 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, excluding vacation, holidays, sick leave, and approved leaves (and subject to the furlough provisions described in Section 2 of the July 7, 2011 amendments to agreement.

Add Section 22 to read:

22. PROVISIONS REQUIRED BY GOVERNMENT CODE SECTIONS 53243, 53243.1, 53243.2, 53243.3 AND 53243.4

53243 On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or positions.

- 53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.
- 53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provisions which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may received from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.
- 53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.
- 53243.4. The purpose of this article, “abuse of office or position” means either of the following:
- (a) An abuse of public authority, including but not limited to, waste, fraud, and violation of the law under color of authority.
 - (b) A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

The intent of this section is to satisfy the requirements in Government Code sections 53243, 53243.1, 53243.2, 53243.3, 53243.4, and this Agreement shall be interpreted consistent with these statutes.

Acceptance

I hereby accept these Amendments to Agreement and agree to fully comply with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Superintendent of Coronado Unified School District.

Date: August 23, 2012

By: _____
Jeffrey P. Felix, Ed. D.

**BOARD OF EDUCATION OF THE
CORONADO UNIFIED SCHOOL DISTRICT**

By: _____

By: _____

By: _____

By: _____

By: _____

These Amendments to Agreement were approved in open session by the Board of Education of the Coronado Unified School District at a regular public meeting duly scheduled and held on August 23, 2012, at Coronado, San Diego County, California.

Attest: _____
Clerk of the Board