

**EMPLOYMENT AGREEMENT
FOR INTERIM SUPERINTENDENT
BETWEEN DAVID WATSON
AND THE
BRAWLEY ELEMENTARY SCHOOL DISTRICT**

This Employment Agreement (hereinafter "Agreement") is entered into by and between the Governing Board of the Brawley Elementary School District of Imperial County, California (hereinafter referred to as the "Board") and Mr. David Watson (hereinafter referred to as "Interim Superintendent"). The Board and the Interim Superintendent hereby agree to the following terms and conditions:

1. TERM

The Board hereby employs Interim Superintendent for a period commencing August 1, 2016 and ending August 14, 2016. In the event a permanent superintendent is not employed effective August 15, 2016, the term of the Interim Superintendent shall continue on a day-to-day basis until the effective employment date of a permanent superintendent.

2. SALARY

The Interim Superintendent shall be compensated at a per diem salary of eight hundred dollars (\$800.00) per work day, excluding Saturdays and Sundays.

3. BUSINESS EXPENSES AND RELATED MATTERS

The Interim Superintendent shall be reimbursed for all actual and reasonable business expenses incurred on behalf of the District pursuant to the terms and conditions of current District policies and procedures.

4. DUTIES AND RESPONSIBILITIES

The Interim Superintendent shall have the authority of Interim Superintendent as prescribed by the laws of the State of California. The Interim Superintendent shall be the chief executive officer of the District, shall act as Secretary to the Board, and shall have such powers and duties which are delegated to him by the Board. The Interim Superintendent shall have the primary responsibility for execution of Board Policy, and the Board shall retain the responsibility for formulating and adopting said policy.

The Interim Superintendent may engage in professional growth activities as long as they do not interfere with his normal duties or impair his effectiveness. Such professional growth activities include, but are not limited to, attendance at workshops, conferences and meetings related to the District.

The Interim Superintendent agrees to competently, efficiently and effectively carry out all of his assigned duties and responsibilities.

5. BOARD-INTERIM SUPERINTENDENT RELATIONS

The Interim Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board shall accept responsibility for formulating and adopting policy and for taking action on matters which by law require Board action. Subject to directives and mandates established by Board action, administrative responsibility and commensurate authority for administering the school system is delegated by the Board to the Interim Superintendent. It is agreed that Board members shall endeavor in good faith to refer to the Interim Superintendent, for study and recommendation, criticisms, complaints, and suggestions brought to their attention.

6. TERMINATION OF AGREEMENT

This Agreement shall be terminated effective the close of business on August 14, 2016. The termination date may be extended in the event a permanent superintendent does not commence employment on August 15, 2016.

7. MISCELLANEOUS PROVISIONS

The Interim Superintendent shall maintain all required credentials as an Interim Superintendent during the term of this Agreement.

If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement and the remaining terms and provisions shall be in full force and effect.

8. GOVERNING LAW

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board as well as the regulations of the California State Board of Education. Such laws, rules and regulations, or subsequent amendments thereof, are hereby made a part of the terms and conditions of this Agreement.

9. COMPLETE AGREEMENT

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

10. RATIFICATION

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

David Watson
Interim Superintendent

Cesar Guzman
President, Governing Board

Date: _____

Date: _____

Ratified in an open public session at a regular meeting of the Governing Board on July ____, 2016.