

CAMBRIAN SCHOOL DISTRICT

ACTING SUPERINTENDENT

This Agreement is entered into as of this 17th day of June, 2021, between the Board of Trustees (hereinafter “the Board”) of and in behalf of the Cambrian School District (hereinafter “the District”), and Kristi Schwiebert (hereinafter “the Acting Superintendent”). This agreement shall be effective beginning on July 1, 2021 and is made in accordance with California Education Code 35031.

Further, this Contract of Employment is in addition to, not in lieu of, Interim Superintendent’s current employment contract for the 2021-22 school year as the District’s Assistant Superintendent of Personnel.

1. Term. The District hereby appoints the Acting Superintendent for a period to commence on the 1st day of July, 2021, and terminating upon the hiring of a new district superintendent and the beginning of their term of employment with the District. At conclusion of her term, Acting Superintendent has return rights to position of Assistant Superintendent of Personnel.
2. Duties. The Acting Superintendent agrees to perform at the highest professional level of competence the services, duties, and obligations required by this Agreement, the laws of this State, and the rules, regulations, and policies of the Board. In addition to the powers and duties set forth in Education Code Section 35035, the Acting Superintendent shall have the additional powers and duties set forth in this contract. The Acting Superintendent agrees to furnish, throughout the life of this Agreement, a valid and appropriate credential to serve as a school superintendent in the State of California.
3. Superintendent and Board Responsibilities. The Acting Superintendent shall be the Chief Executive Officer of the District and Secretary to the Board of Trustees. As such, she shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting said policy.
4. Personnel Matters. The Acting Superintendent shall have the primary responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the District. She shall have the primary responsibility in making recommendations to the Board regarding personnel matters related to employment, assignment, and transfer of employees. In matters relating to the acceptance of resignations and retirements, the Acting Superintendent shall have primary responsibility. In all substantive matters, she shall seek the advice of the Board.
5. Other Duties. The Acting Superintendent shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board, (2) serve as liaison between the Board and Board’s representative with respect to all employer-employee matters, and make recommendations to the Board concerning those matters, and (3) act as secretary to the Board.

6. Goals and Objectives. During this Agreement, the Board and the Acting Superintendent shall meet to establish goals and objectives for the ensuing school year.
7. Termination Without Cause. The Board of Trustees may determine not to continue the employment of the Acting Superintendent during the term of this Agreement if a majority of the Board of Trustees votes to terminate this Agreement without cause and provides the Acting Superintendent with twenty (20) days written notice thereof.
8. Compensation.
 - a. The supplemental annual salary for the Acting Superintendent for the term of this contract shall be \$200,000 annually, pro-rated and paid monthly. This monthly compensation commences July 1, 2021 when the Acting Superintendent's duties first begin.
 - b. In accordance with Education Code Section 45032, the Acting Superintendent and the Board, in accordance with the policies of the Board of Trustees, may reconsider, review and adjust the salary payable hereunder; provided that such adjustments shall be only with the mutual consent of both the Acting Superintendent and the Board. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract.
9. Automobile Expense. The Acting Superintendent shall be on call to perform duties twenty-four hours a day. She shall be expected to attend evening or weekend meetings and/or events. The District will not maintain the Acting Superintendent's automobile, nor provide insurance nor operating expenses.
10. Professional Meetings. The Acting Superintendent is expected to attend appropriate professional meetings at local, state, and national levels. When she attends state and national functions, the expenses of attendance shall be paid by the District.
11. Applicable Law. This agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and rules, regulations, and policies of this Board, all of which are made a part of the terms and conditions of this contract as though set forth herein.
12. General Provisions. This contract is the full and complete agreement between the parties and it can be changed or modified only in writing, signed by all parties to this Agreement. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
13. Any modification of the Agreement will be effective only if it is in writing and signed by both the parties.
14. The Acting Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
15. All of the provisions of this Agreement are severable. In the event any of them is declared invalid by any court, the remaining provisions shall remain in full force and effect.

16. Indemnity Clause. The District shall defend and indemnify the Acting Superintendent for injuries arising from acts or omissions occurring within the Acting Superintendent's scope of employment as set forth in the Tort Claims Act, Government Code Sections 810-996.6.

Jarod Middleton
President, Board of Trustees

Carol Presunka
Vice-President, Board of Trustees

Donald Rocha
Clerk, Board of Trustees

Janet Gillis
Member, Board of Trustees

Randy Scofield
Member, Board of Trustees

Kristi Schwiebert
Acting Superintendent

Dated: _____