

AGREEMENT FOR EMPLOYMENT
OF
DISTRICT SUPERINTENDENT

This Agreement is made by and between the Governing Board of the Cambrian School District (hereinafter "Board" or "District"), and Kristi Schwiebert, as District Superintendent ("Superintendent" or "Schwiebert") and shall supersede any and all prior oral and written agreements concerning the terms and conditions of employment for the District Superintendent.

1. Term. Subject to separate terms and conditions, District initially employed Schwiebert as Acting Superintendent effective as of July 1, 2021, until a permanent Superintendent was selected. The Board has now selected Schwiebert to serve as Superintendent. This Agreement is for a term of three (3) years beginning December 15, 2021 and concluding December 15, 2024. Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, the Agreement will be extended for an additional year.
2. Duties.
 - 2.1 Chief Executive Officer and Secretary. Superintendent shall be the Chief Executive Officer and Secretary of the Governing Board pursuant to Sections 35035 and 35040 of the Education Code. In this capacity, Superintendent shall have primary responsibility for implementing adopted Board Policies.
 - 2.2 General Duties. Superintendent shall perform her duties, including all responsibilities delegated to her by the Board under Section 35161 of the Education Code in accordance with the requirements of law and Board policy. The specific duties of Superintendent shall be contained in this Agreement, the position description adopted by the Board and her annual goals and objectives.
 - 2.3 Educational Leadership. Superintendent shall provide educational leadership for the District to accomplish the Board's educational goals, consistent with the District's financial and personnel resources.
 - 2.4 Personnel Matters. Superintendent shall organize, re-organize, and assign administrative and supervisory staff, including instruction and business affairs, which, in her judgment, would best serve the District, subject to the approval of the Board. Superintendent shall have operational and administrative responsibility in all personnel matters, including selection, assignment, and transfer of employees, subject to the approval of the Board.
 - 2.5 Fiscal Leadership. Superintendent shall provide fiscal leadership for the District and shall advise the Board of possible sources of funds that might be available to implement present or contemplated

District programs.

2.6 Professional Development. Superintendent shall endeavor to maintain and improve her competence by all reasonable means, including, but not limited to, subscribing to and reading of appropriate periodicals, joining and participating in appropriate professional associations and their activities, and attendance at professional meetings at the state and national level.

- (a) The Superintendent shall promptly notify the board of any in-state professional meetings attended by the Superintendent.
- (b) Prior approval of the Board shall be obtained when the Superintendent attends a function outside of the State. The District shall pay expenses related to attendance at all such meetings, including mileage or other travel expenses, as set forth.
- (c) The District shall pay annual professional association memberships in the Association of California School Administrators and such other organizations as may be approved by the Board.
- (d) The Board and Superintendent shall agree upon a professional development plan to include a mentoring and coaching component which expenses shall be paid by the District.

2.7 Community Relations. Superintendent shall maintain and strengthen ties between the District and other local governmental entities, community organizations, and parents by joining or participating on a regular basis with local groups or events.

3. Certification. Superintendent shall hold and maintain throughout the term of this Agreement a valid administrative credential issued by the California Commission on Teacher Credentialing authorizing service as a superintendent of a kindergarten through eighth grade school district in the State of California.

4. Salary.

4.1 Base Salary. Superintendent's annualized Base Salary for the period from December 15, 2021 until December 15, 2024 shall be Two Hundred Thirty Thousand Dollars (\$230,000). After the Initial Period of this Agreement, "Base Salary" shall mean Superintendent's base salary for the Initial Period or, thereafter, for the previous fiscal year, as adjusted for any performance increase that may be granted pursuant to paragraphs 4.2, 4.3, or 4.4, below. Superintendent's base salary shall be payable in twelve (12) monthly payments per year. During any year in which only a portion of any year is served, compensation shall be prorated accordingly.

- 4.2 Salary Adjustments. The Board reserves the right to adjust Superintendent's Base Salary at any time, provided that Superintendent's Base Salary may not be adjusted downward except by mutual consent. Any adjustment in annual salary made during the life of this Agreement shall be in the form of a written amendment, which shall be attached to and become a part of this Agreement. Salary adjustments will be determined between the Board and Superintendent concluding each year evaluation. The parties agree that amendments incorporating any such adjustments in salary shall not be considered to be a new Employment Agreement with Superintendent, nor that the termination date of the existing Agreement has been extended.
- 4.3 Performance Increases. The Board may grant Superintendent annual performance increases after all other employee bargaining groups in the District have settled their contracts.
- (a) Increase Based on Previous Fiscal Year's Base Salary. Any such performance increase shall be calculated as an increase to Superintendent's base salary in effect on the last day of the previous fiscal year.
 - (b) Increase Retroactive to First Day of Current Fiscal Year. Any such performance increase shall be retroactive to the first day of the then-current fiscal year, so long as Superintendent remains in the employ of the District.
- 4.4 Future Longevity Increase. The Board acknowledges that during her tenure with the District, the Superintendent has gained experience and developed relationships that bring significant value to the District and that the value of her experience and relationships will increase as she gains longevity with the District. In recognition of this value, in addition to any Performance Increase granted pursuant to paragraph 4.2, and for Section 4.3 and except as otherwise set forth in this Section 4.4, Superintendent's base salary shall automatically be increased by five percent (5%) on July 1, 2024, and on July 1 of every third year thereafter. Each longevity increase shall be calculated as an increase to the Superintendent's base salary in effect on the last day of the fiscal year immediately preceding the effective date of such increase.

Notwithstanding the otherwise automatic nature of the forgoing longevity increases, an scheduled longevity increase shall not take effect if 1) this Agreement has been terminated or expired prior to the effective date of any longevity increase and/or 2) within the previous three year period the Board notified Superintendent under Section 8.2 of this Agreement of its determination that she performed "unsatisfactorily." Further, any scheduled increase and all future scheduled increases shall be deferred (without retroactivity) by the length of any event of disability by illness or incapacity in excel of sixty (60) calendar days.

The terms of this Agreement may be extended only as explicitly set forth in Section 8.1 (Modification of Agreement) or 9.8 (Notice of Non-Renewal); nothing in this section 4.4 shall be interpreted to imply any right to such an extension.

- 4.5 Advanced Degree Stipends. The Superintendent shall receive an annual \$2,500 stipend for her master's degree.

5. Fringe Benefits.

- 5.1 Health and Welfare. Superintendent shall be entitled to receive all health, welfare, fringe benefits of employment enjoyed by other management employees in the District, subject to the same terms, conditions, and District contribution limits as such other management employees. All statutes and board policies applicable to sick leave and disability shall apply.

- 5.2 Work Year and Vacations. Superintendent shall render twelve (12) months of full and regular service to the District per fiscal year, except that she shall be entitled to twenty-five (25) working days annual vacation with pay, and, in addition, will receive holidays defined in sections 37220 and 37222 of the Education Code. Where only a portion of any year is served, vacation days shall be prorated accordingly. Superintendent shall ordinarily take vacation days during the fiscal year in which granted, although unused vacation days may be paid at the end of the year or carried over from one fiscal year to the next for a total allowable accumulation of twenty-five (25) days. In the event of termination of this Agreement, Superintendent shall be entitled to full compensation for unused accumulated vacation at the salary rate then in effect.

- 5.3 Sick Leave. Superintendent shall be credited with one (1) working day of sick leave each month, with unused sick leave to accumulate. District shall not be obligated to compensate Superintendent for accrued sick leave at the time of termination of this Agreement. Unused sick leave may be credited for retirement purposes as authorized by the State Teachers Retirement System (STRS) and applicable law. Superintendent shall follow District procedures for reporting sick leave use to the Board and the District personnel department.

6. Business Expenses.

- 6.1 Expense Reimbursement. The District shall reimburse Superintendent for actual and necessary expenses incurred within the scope of her employment.

- 6.2 Documentation. Superintendent will follow normal District procedures for requesting expense reimbursement. Receipts and other appropriate documentation shall accompany each reimbursement request.

7. Evaluation. The Board shall annually evaluate the performance of Superintendent and the working relationships between Superintendent and the Board.

7.1 Basis of Evaluation. The Board shall base this evaluation on the position description, the District goals and objectives, and Superintendent goals in accordance with the procedures outlined in District policies. The Board and Superintendent shall review progress towards goals and objectives on an ongoing basis, independent of the annual evaluation.

7.2 Determination of Satisfactory Performance. After reviewing the performance of Superintendent, the Board shall notify Superintendent whether she has performed, in the Board's judgment, satisfactorily or unsatisfactorily according to yearly goals.

7.3 Time of Evaluation Evaluations will be done by the Board annually, at the conclusion of the school year. No later than October 1st of each school year, the Superintendent and Board will determine together the yearly goals for the Superintendent. Each year, midyear, and not later than February 1st, the Board and Superintendent will discuss the accomplishments of the yearly goals up to that point.

8. Modification of Agreement.

8.1 Written Modifications. This Agreement is subject to modification at any time by the mutual written agreement of the Board and Superintendent.

8.2 Notification of Intent to Seek Alternate Employment. Should Superintendent seek, or agree to interview for, employment elsewhere during the term of this Agreement, she shall inform the Board of her intention to do so and the reasons for taking this action. In the event Superintendent accepts a position outside of the District, the Board may specify a reasonable amount of time it needs to seek and appoint a new superintendent and to have Superintendent continue to perform her duties during the time of transition.

9. Termination.

9.1 Mutual Agreement. This Agreement may be terminated by Mutual Agreement.

9.2 Disability of Superintendent. In the event of disability by illness or incapacity in excess of sixty (60) calendar days, Board shall have the right to appoint an Interim Superintendent who may perform all the duties of the position of the Superintendent. Further, District may terminate this Agreement by written notice

to the Superintendent at any time after

- (a) Superintendent has exhausted any accumulated and extended sick leave and vacation leave as may be available and has been absent from her employment for whatever cause for an additional period of thirty (30) calendar days, or
- (b) The District determines, based on a written evaluation by a licensed physician, that Superintendent will be unable to perform all the duties of the position of the Superintendent due to physical and/or mental condition, for a significant period of time (at least four (4) months).

All obligations arising from this Agreement shall cease upon such termination. If a question exists as to the capacity of the Superintendent to return to her duties, District may require the Superintendent to submit to a medical examination to be performed by a medical doctor. District and Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the District. The physician shall limit his/her report to the issue of whether the Superintendent has a continuing disability which prevents her from performing the duties of the Superintendent.

9.3 Death of Superintendent. This Agreement shall automatically terminate immediately upon the death of Superintendent.

9.4 Discharge for Cause. Superintendent's status as Superintendent and all of Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract, any ground enumerated in the Education Code, or Superintendent's failure to perform her responsibilities or maintain required credential as set forth in this Agreement, and as defined by law, or as specified in Superintendent's position description. In the event of termination for cause, Superintendent shall be entitled to a hearing before the full Board with Superintendent having at such hearing the rights of representation by counsel (at Superintendent's expense), cross examination, the calling of witnesses, and an official written record. Superintendent shall have the right to a written decision based on the matters at the hearing and stating the grounds for any action. All of these proceedings and contents shall be strictly confidential. If the Board finds grounds for termination, it may discharge Superintendent for cause and Superintendent shall have no further right to employment by the District; nor shall she be paid a salary or provided any other benefit beyond the given date of termination.

9.5 Termination without Cause. The Board may terminate this Agreement without cause upon ninety (90) days written notice to Superintendent.

- 9.6 Severance. In the event of a termination pursuant to Section 9.5 (Termination without Cause), the District shall pay to Superintendent an amount equal to the monthly salary of Superintendent multiplied by the number of months left on the expired term of the contract up to a maximum of three (3) months. Pursuant to Government Code section 53260, in no event shall the District be liable to Superintendent for an amount of compensation greater than what the District would have had to pay for the remaining term as provided for in the existing Agreement.
- 9.7 Exclusive Remedies. The parties expressly understand and agree that any breach or termination of this Agreement by the District shall not result in Superintendent's continued employment or reinstatement. The remedies provided in this section are the exclusive remedies available to the Superintendent for termination.
- 9.8 Notice of Non-Renewal. Pursuant to Education Code Section 35031, if the Board decides not to renew this Agreement, the Board must notify Superintendent in writing at least forty-five (45) days prior to the expiration of the term that the Agreement is not to be renewed.
10. Dispute Resolution. The Board and Superintendent agree to attempt to resolve amicably all disagreements or disputes that may arise out of the application or interpretation of this contract. In the event the parties are unable to resolve amicably a disagreement between them through good faith efforts, the parties agree to submit any and all disputes arising from the course of the employment relationship to final and binding arbitration pursuant to the JAMS/Endispute Arbitration Rules and Procedures for Employment Disputes. The parties agree that such arbitration shall be the exclusive forum for any dispute arising out of the terms, application, or interpretation of this Agreement, the employment relationship or the manner in which that relationship is terminated. The parties further agree to waive a trial by jury. The arbitrator may award all legal remedies available in a civil action initiated in either state or federal court. The arbitrator shall have no authority to require either party to commit an act that is not permitted by law. The costs of arbitration and all fees and costs, including but not limited to attorney's fees shall, subject to any remedy to which the prevailing party may be entitled under the law, be borne by each party to the same extent as that party would be responsible for such fees and costs should the matter be litigated in court.
11. General Provisions.
- 11.1 Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. This agreement is subject to all applicable laws of the state of California and to the lawful rules and regulations of the California State Board of Education, and the policies and procedures of the Board. Such laws, rules, regulations, policies and procedures are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

- 11.2 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- 11.3 No Assignment. Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- 11.4 Amendment. This Agreement may be modified by mutual consent of the parties. Such mutual consent shall be in the form of a written amendment and shall become a part of this Agreement.
- 11.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable by any arbitrator, tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such arbitrator, tribunal or court pending a final determination as to its validity, the remaining provisions of the Agreement shall continue in full force and effect.
12. Incorporation of Government Code Sections. In the event this Agreement or applicable law is construed or interpreted to provide any paid leave pending an investigation, criminal legal defense, or cash settlement in the event of the specific limitations set forth in Government Code sections 54243, 53243.1, 54242.2, and 5324.3 are fully incorporated into this agreement.

IN WITNESS WHEREOF, we hereby affix our signatures hereto to manifest our assent to this Agreement for Employment of District Superintendent as the full and complete understanding of the relationships between the parties.

GOVERNING BOARD OF THE CAMBRIAN SCHOOL DISTRICT

Date: _____ By: _____

Date: _____ By: _____

Date: _____ By: _____

Date: _____ By: _____

Date: _____

By: _____

ACCEPTANCE OFFER

I hereby accept the above offer of employment and agree to comply with the terms and conditions thereof, and to fulfill all of the duties of Superintendent and Secretary to the Governing Board and of the Cambrian School District during the term specified in the foregoing Agreement for Employment of District Superintendent.

Date: _____

By: _____