

**AGREEMENT FOR INTERIM SUPERINTENDENT OF SCHOOLS**

This Agreement for Interim Superintendent of Schools (“Agreement”), is hereby made and entered into effective 11th day of February 2021, by and between the Coachella Valley Unified School District (“District”) and Dr. Steve Kennedy (“Dr. Kennedy” or “Interim Superintendent”), collectively referred to as the “Parties.”

WHEREAS, the District’s Board of Education (hereinafter “Board”) wishes to engage Dr. Kennedy to perform the duties and functions of the Interim Superintendent for the District; and

WHEREAS, Dr. Kennedy desires to accept the District’s offer to perform the duties and functions of the Interim Superintendent subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and based upon the recitals set forth above, the District and Dr. Kennedy agree as follows:

**1. TERM OF AGREEMENT**

The term of this Agreement shall begin on February 11, 2021, and continue until a permanent Superintendent assumes regular duties. This Agreement may be terminated pursuant to Section 7 of this Agreement.

**2. AT-WILL STATUS**

Dr. Kennedy acknowledges and agrees that he is at-will and serves at the pleasure of the Board. It is understood and agreed that Dr. Kennedy’s engagement with the District as the Interim Superintendent is temporary in nature and that Dr. Kennedy shall have no expectation of ongoing or long-term employment with the District in that capacity. Nothing in this Agreement shall confer upon Dr. Kennedy any right or property interest in employment with District.

**3. POWERS AND DUTIES**

A. Dr. Kennedy is hereby employed as the District’s Interim Superintendent. The Interim Superintendent shall fully and faithfully perform the duties and responsibilities of the position as prescribed by Education Code section 35035, other applicable laws, rules and regulations of the District, and the Board-approved job description, as well as such other duties as are assigned or required by the Board. Dr. Kennedy shall perform all duties and responsibilities as the Interim Superintendent at a professional level of competence and with due diligence.

B. All powers and duties, which may lawfully be delegated to the Interim Superintendent, are to be executed in accordance with the California Education Code, other applicable laws, and the rules and regulations of the Board. The Interim Superintendent shall have the authority to sign any document requiring the Superintendent’s signature. Acts which require ratification by the Board shall

be referred to the Board at the earliest possible opportunity by the Interim Superintendent.

- C. The Interim Superintendent shall be delegated all powers and duties necessary to the efficient management and administration of the District to the fullest extent permitted by law. The Interim Superintendent shall work with the Board in the exercise of District governance and implement all Board decisions, manage District schools in accordance with law and Board policies, oversee the District's instructional program, personnel, non-instructional operations, and encourage positive relationships within the community.

**4. COMPENSATION AND REIMBURSEMENTS**

- A. The District agrees to pay Dr. Kennedy for all work performed under this Agreement in an amount not to exceed Forty-Seven Thousand Seven Hundred Thirteen Dollars (\$47,713.00). The Parties understand that the Interim Superintendent is currently retired from the California State Teachers' Retirement System (CalSTRS) and in no way requests CalSTRS contributions and payroll deductions ordinarily required for certificated administrators in the District.
- B. Dr. Kennedy shall receive a Daily Rate in the amount of One Thousand Two Hundred Dollars (\$1,200.00) for each day that he works on site at the District Office during the term of this Agreement as set forth in Paragraph 6 below. Dr. Kennedy shall receive an Hourly Rate in the amount of One Hundred Fifty Dollars (\$150.00) for each hour worked on those days that he is not on site at the District Office.
- C. Dr. Kennedy shall keep track of his hours worked and keep the Board informed of the approximate amount of work days or hours he has left on a regular basis, and ensure that he does not exceed the CalSTRS limitation. The District shall compensate Dr. Kennedy on a monthly basis.
- D. Dr. Kennedy shall be promptly reimbursed for all actual and necessary expenses incurred in the performance of services for the District within the scope of his employment in accordance with the District's expense reimbursement policies and procedures.
- E. Dr. Kennedy shall have access to District equipment such as a laptop in order to perform his duties as Interim Superintendent.
- F. Any adjustments in compensation during the term of this Agreement shall be in the form of a written amendment and shall become a part of this Agreement and shall not automatically operate as either a termination or extension of this Agreement.

**5. BENEFITS**

- A. Except as otherwise provided under Section 5 of this Agreement, Dr. Kennedy shall not receive any benefits, incentives, compensation in lieu of benefits or any other form of compensation.

- B. Dr. Kennedy acknowledges and agrees that he is not entitled to receive any benefits generally available to certificated administrators of the District, including but not limited to, medical insurance, dental insurance, sick leave, paid vacation, retirement benefits, unemployment benefits, or otherwise which accrue to certificated administrators of the District, and hereby expressly waives any right or claim to such benefits.

**6. WORK SCHEDULE**

In order to maximize productivity while being mindful of limitations imposed by CalSTRS, Dr. Kennedy will work three (3) days per week at the District Office on Tuesdays, Wednesdays, and Thursdays, or as directed from time to time by the Board, for the duration of this Agreement.

**7. TERMINATION**

- A. Termination by Mutual Consent: The District and Interim Superintendent may, by mutual agreement expressed in writing, terminate this Agreement at any time.
- B. Termination by the Board: The Board may terminate this Agreement at any time, with or without cause. Dr. Kennedy shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the Board to terminate Dr. Kennedy's engagement. Dr. Kennedy expressly agrees and acknowledges that he shall not be entitled to any severance pay upon termination.
- C. Termination by the Interim Superintendent: The Interim Superintendent may terminate this Agreement with fourteen (14) calendar days' written notice to the Board. The Board may shorten the effective date of any termination initiated by Dr. Kennedy in the Board's sole and absolute discretion.

**8. CONFIDENTIAL INFORMATION**

- A. Dr. Kennedy acknowledges that by reason of his position as Interim Superintendent, he will obtain access to confidential materials and information, including private employee information, private student information, confidential litigation information, confidential financial information, and other confidential materials affecting or relating to District matters. Dr. Kennedy represents that he will maintain the confidentiality of such information and shall not use such information without prior written consent by the Board for any purpose other than performance of Dr. Kennedy's duties as Interim Superintendent.
- B. All data, studies, reports, and other documents prepared by Dr. Kennedy while performing his duties during the term of this Agreement shall be furnished to, and become the property of, the District without restriction or limitation on their use. Such materials shall not, without the District's prior written consent, be used by Dr. Kennedy for any purposes other than the performance of Dr. Kennedy's duties under this Agreement.

C. Dr. Kennedy's obligations under this Section shall survive the termination of this Agreement.

**9. INDEMNIFICATION**

Subject to, in accordance with, and to the extent provided by the California Claims Act (Government Code section 810 et seq.), the District shall indemnify, defend, and hold Dr. Kennedy harmless from and against any action, demand, suit, monetary judgment, or other legal or administrative proceeding, and any liability, injury, loss, or other damages, arising out of any negligent act or omission occurring during the term of this Agreement or any extension term.

**10. ASSIGNMENT**

The Interim Superintendent shall not assign any rights or obligations under this Agreement.

**11. SEVERABILITY CLAUSE**

If any provisions of this Agreement 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.

**12. WAIVER**

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

**13. AMENDMENTS**

Any amendment, modifications, or variations 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.

**14. CONSTRUCTION**

Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

**15. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

**16. GOVERNING LAW**

This Agreement shall be governed and interpreted under the laws of the State of California, both as to interpretation and performance, and venue in the County of Riverside, State of California.

**17. ACKNOWLEDGEMENT**

Dr. Kennedy acknowledges that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

**18. ENTIRE AGREEMENT**

This Agreement shall be for the benefit of and shall be binding upon the Parties and their respective successors, heirs, and assigns. This Agreement is the full and complete agreement and understanding between the Parties hereto, and supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the employment of the Interim Superintendent by the Board and contains all of the covenants and agreements between the Parties with respect to that employment whatsoever. Each Party to this Agreement acknowledges that no representation, inducements, promises, or agreements have been made by any Party which is not embodied herein and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either Party.

[SIGNATURES ON NEXT PAGE]

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

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Joey Acuña Jr., Board President

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 the Interim Superintendent of the Coachella Valley Unified School District.

Date: 2/8/21\_\_\_\_\_

  
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Dr. Steve Kennedy, Interim Superintendent

Board Appointed: February 11, 2021

Agreement Board Approved: February 11, 2021