

CAMBRIAN SCHOOL DISTRICT EMPLOYMENT
AGREEMENT -CHIEF FINANCIAL OFFICER

This Agreement was initially made and entered into on January 20, 2022, by and between the Board of Education of the Cambrian School District ("Board") and John Pappalardo ("Pappalardo"). In consideration of their mutual promises, the parties agree as follows:

1. TERM

The Board hereby employs John Pappalardo to the senior classified management position of Chief Financial Officer pursuant to Education Code section 45100.5. The initial term of employment began on January 31, 2022 and ends on January 31, 2024.

2. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

This Agreement is subject to all applicable laws of the State of California, the California Education Code, the rules and regulations of the California State Board of Education, and the rules, and the regulations and policies of the Board, all of which are incorporated herein by reference and made a part of this Agreement.

In accordance with Education Code Section 45100.5, the position of Chief Financial Officer is hereby designated as senior management of the classified service and shall be afforded all the rights, benefits, and burdens of other classified employees, except that the Chief Financial Officer shall be exempt from all provisions relating to obtaining permanent status in a senior management position. The employment rights are as provided in Education Code sections 45104.5 and 35031.

3. ENTIRE AGREEMENT

This Agreement contains the entire agreement between Pappalardo and the District, and constitutes the complete, final and exclusive embodiment of their agreement with respect to Pappalardo's employment with the District. The terms of this Agreement are contractual and not a mere

recital. This Agreement is executed without reliance upon any promise, warranty or representation by the parties or any representative of the parties other than those expressly contained in this Agreement, and the parties have carefully read this Agreement, and sign the same of their own free will. The parties specifically acknowledge that this Agreement rescinds and supersedes any prior contracts, Board Policies or Administrative Regulations which may be contrary to the terms of the Agreement.

4. DUTIES

Pappalardo shall perform the duties of Chief Financial Officer as prescribed by the laws of the State of California and by the rules and regulations adopted by the Board. Cod's duties shall include those as stated in the Chief Financial Officer job description of the Cambrian School District. Pappalardo agrees to carry out her duties at a professional level of competence and with due diligence.

5. COMPENSATION

The Chief Financial Officer's annual salary shall be set forth in the Salary Schedule, included as Attachment A, and payable in twelve (12) equal monthly payments.

The Governing Board reserves the right to modify the annual salary schedule of any or all years of the Chief Financial Officer's contract, with the mutual consent of the Chief Financial Officer. Such modifications may be retroactive. However, by so doing, a new contract has not been entered into, nor the termination date of the existing contract extended. The Governing Board shall conduct an annual review of the Chief Financial Officer's salary schedule set forth as Attachment A.

6. WORK YEAR/VACATIONS/HOLIDAYS

- A. Pappalardo shall have a twelve-month work year of two hundred sixty-one (261) days beginning July 1 and ending June 30.
- B. Pappalardo is entitled to twenty-two (22) vacation days per fiscal year. Three (3) of those days applied to District office closure days. Pappalardo may carry over into the next fiscal year only a maximum of twelve (12) vacation days. Any vacation days in excess of twelve (12) remaining on each June 30th will be paid by the district.
- C. Pappalardo shall be entitled to paid classified employee holidays set by the Education Code, or District.
- D. Pappalardo shall be entitled to 12 sick leave days per year.

7. BENEFITS AND EXPENSE REIMBURSEMENTS

- A. Business Expenses. If, with prior approval of the Superintendent, Pappalardo travels or attends meetings outside of the District, the District will reimburse Pappalardo for expenses and mileage authorized pursuant to Board policy or, or an alternative method of reimbursement agreeable to both parties.
- B. Cell Phone and Mileage. The District shall provide \$60 per month reimbursement for Pappalardo personal cell phone when used for District business, or, in the alternative, provide a District cell phone. The District also provides the CFO all stipends granted to the other management employees, including \$2,400 annual mileage.
- C. Health and Welfare. Pappalardo shall be entitled to receive all health welfare, and fringe benefits of employment enjoyed by other management employees in the District.
- D. Leaves of Absence. CFO shall be entitled to leaves of absence afforded other classified management employees of the District. In the event of termination of this Agreement, CFO shall not be compensated by the District for unused sick leave.

E. Membership Dues. The District may pay membership fees for CFO in various professional organizations and committees as it determines appropriate, and shall encourage CFO to participate on professional committees.

8. EVALUATION

On or prior to June 30 of each year, the Superintendent shall evaluate the performance of the Chief Financial Officer according to the position description. In the event the Superintendent determines that the performance of the Chief Financial Officer is satisfactory, the Superintendent shall so state in writing.

In the event the performance of the Chief Financial Officer is less than satisfactory, the Superintendent shall describe in written detail the unsatisfactory performance, including specific instances where appropriate. Each area ranked less than satisfactory shall be supplemented with recommendations for improvement and a Superintendent-developed plan for accomplishing improvement.

A copy of the written evaluation shall be delivered to the Chief Financial Officer within ten (10) days of its completion.

At the request of the Chief Financial Officer, the Superintendent shall meet with the Chief Financial Officer to discuss the evaluation.

9. TERMINATION

This Agreement may be terminated in writing effective at the end of the current month by the Board, for any reason, at any time during the term of this Agreement. In such event, the Board shall pay to CFO an amount equal to six (6) month's salary from the date of termination, or the amount of salary payable for the remainder of the Agreement, whichever sum is less. "Salary" shall be paid at the annual salary rate in effect at the time the Agreement is terminated. Pappalardo shall continue to receive health benefits for the same period of time as he receives salary, but no other

benefits listed in Section 7. The parties agree that the above payment shall satisfy all claims, rights and causes of action by Pappalardo relating to her employment with the District.

10. RENEWAL/NONRENEWAL

This Agreement may be extended by the governing Board for one (1) year on the then current terms effective July 1, 2023, and each subsequent year. Thereafter, the governing Board may determine not to renew the Agreement at the end of the two-year term by giving at least 45 days' written notice before June 30.

In the event Pappalardo seeks other employment and is interviewed by another employer, Pappalardo shall notify the Board immediately. Pappalardo may resign at any time upon giving thirty (30) days' written notice. This Agreement shall terminate on the effective date of the resignation.

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 Agreement as though fully set forth in this Agreement.

12. INDEMNITY

In accordance with the provisions of Government Code sections 825 and 995, the District shall defend the Chief Financial Officer from any and all demands, claims, suits, actions and legal proceedings brought against the Chief Financial Officer and the Chief Financial Officer's individual capacity or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Chief Financial Officer was acting within the scope of employment.

Upon retirement or separation from the District, the Chief Financial Officer continue to be indemnified for any actions taken against her related to her role as the Chief Financial Officer for the District

13. 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 termination, the specific limitations set forth in Government Code sections 54243, 53243.1, 54242.2, 5234.3, and 5324.4, are fully incorporated into this agreement.

14. SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law of 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 remainder of this Agreement shall remain effective.

15. MODIFICATION

This Agreement may be modified upon mutual written consent of the parties .

16. ARBITRATION

In the event of a dispute arising between the parties to this Agreement regarding the enforcement or interpretation of the terms of this Agreement, the matter shall be submitted to final and binding arbitration under either informal procedures if the parties agree, or formal arbitration procedures under the auspices of the State Mediation and Conciliation Service if the parties cannot agree upon an informal arbitration procedure to resolve the dispute. The formal arbitration procedure shall be conducted before a single arbitrator selected from a list of five (5) arbitrators requested from the State Mediation and Conciliation Service. All costs of the arbitration shall be divided equally between the parties. Each party shall bear its own attorneys' fees. The arbitrator's

award resulting from such arbitration shall be final and binding and may be confirmed and entered as a final judgment in any court of competent jurisdiction and enforced accordingly.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date indicated below.

CAMBRIAN SCHOOL DISTRICT

By: _____
John Pappalardo

By: _____
President, Board of Trustees

Dated: _____

Dated: _____

CAMBRIAN SCHOOL DISTRICT
SALARY SCHEDULE - CHIEF FINANCIAL OFFICER

2021-22	\$193,848.00
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