CAMBRIAN SCHOOL DISTRICT

INTERIM ASSISTANT SUPERINTENDENT OF PERSONNEL

This Employment Agreement is made and entered into on October 22, 2021, Board of Trustees (hereinafter "the Board") of and on behalf of the Cambrian School District (hereinafter "the District"), and Lynn Chappell (hereinafter "Chappell"), subject to the terms and conditions set forth herein.

- 1. <u>Employment and Term</u>. The Board hereby employs Chappell as Interim Assistant Superintendent of Personnel, for a term commencing October 22, 2021, and ending no later than that date a permanent administrator begins work in that position, subject to the terms and conditions hereinafter set forth.
- 2. <u>Salary, Fringe Benefits and Expenses</u>. Chappell's salary shall be \$700 per diem. Payment shall be based upon verified time sheets submitted on the last working day of each month, indicating full dates worked. District shall issue payment to Chappell on or before the 10th of each succeeding month. Chappell shall also be paid \$ 95.00 per diem in partial reimbursement for her COBRA health plan payments. Chappell shall not be otherwise entitled to District health and welfare benefits. Chappell shall receive an IRS form 1099 from the District for such payment(s).

District shall reimburse Chappell for mileage and use of her personal vehicle, at the current IRS rate, pursuant to Board Policy, incurred in connection with the performance of her duties as Interim Assistant Superintendent of Personnel. District also shall reimburse Chappell for the use of her personal cellular telephone in connection with the performance of her duties as Interim Assistant Superintendent of Personnel, upon submission of verified records of charges, pursuant to Board Policy.

- 3. <u>Work Schedule</u>. The Acting Superintendent and Chappell shall mutually agree upon dates, days, and hours of service.
- 4. <u>Employment status</u>. Chappell shall not be or become a permanent employee of the District. Her employment rights and status shall be determined solely by this Agreement and California law that does not conflict with the terms hereof.

- 5. <u>Credential</u>. Chappell shall possess and maintain at all times an appropriate and current administrative credential issued by the California Commission on Teacher Credentialing. Should Chappell fail at any time to possess the appropriate credential, this Agreement shall be null and void.
- 6. <u>Duties</u>. The Interim Assistant Superintendent of Personnel shall be responsible for administration of the District Personnel Office, under the authority and direction of the Acting Superintendent and governing Board.
- 7. <u>Termination</u>. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other without cause. Should this Agreement be terminated, Chappell will be paid for all services rendered but unpaid to the effective date of the termination.
 - 8. <u>Ratification</u>. This Agreement is subject to ratification by the Board.
- 9. <u>Savings</u>. If any provision of this Agreement is rendered void or illegal by reason of a federal or state law or by the final decision of a court of competent jurisdiction, the remainder of this Agreement and all of its other provisions shall remain in force and effect.
- 10. <u>Modification</u>. This Agreement sets forth the entire agreement between the parties and may be amended or modified only by subsequent mutual written agreement of the parties.

Approved by the Governing Board on October 7, 2021.

Jarod Middleton	Carol Presunka
President, Board of Trustees	Vice-President, Board of Trustees
Donald Rocha	 Janet Gillis
Clerk, Board of Trustees	Member, Board of Trustees
Randy Scofield	Lynn Chappell
Member. Board of Trustees	Interim Assistant Superintendent of Personne