

CAMBIAN SCHOOL DISTRICT
CONSULTANT AGREEMENT
(Consultant's Contract)

This Agreement ("Agreement") is made and entered into by and between the Cambrian School District ("District") and Lynn Chappell ("Consultant").

WHEREAS: The District needs assistance in the administrative area of Human Resources;

WHEREAS: Consultant has significant experience in this area;

WHEREAS: The District has need of such services on a temporary basis in order to maintain sufficient personnel to provide services to students;

NOW, THEREFORE, the parties enter into this Agreement:

1. Agreement. The District hereby employs Consultant to provide independent contractor consulting services and Consultant hereby accepts this Agreement and agrees to satisfactorily perform assignments during the term of this Agreement.

2. Term. The term of this Agreement is from July 1, 2022, until terminated as provided by the terms of this Agreement or as required by law. Either party may terminate this Agreement by thirty (30) days written notice to the other.

3. Payment Terms. For and in consideration of the services provided by Consultant, the Consultant shall be paid \$100 per hour, not to exceed 200 hours for the 2022-2023 school year. Consultant is overtime exempt.

4. Payment. The Consultant's compensation shall be paid monthly during the month following such services.

5. Health and Welfare Benefits, Statutory, and Other Benefits. The Consultant shall not be entitled to any benefits of a certificated or classified employee of the District.

6. Duties: The duties of the Consultant shall be agreed upon by the parties on a weekly basis.

7. Other Benefits. The Consultant shall not receive vacation, sick or other leaves, or holiday payment from the District during the time period of this Agreement.

8. Business Expenses. In accordance with District Policy, the District shall reimburse Consultant for actual and necessary expenses incurred by Consultant within the course and scope of her duties.

9. Complete Agreement. This Agreement constitutes and contains the entire agreement and understanding between the parties concerning Consultant's services for the District. This instrument supersedes and replaces all prior agreements, modifications, and addendums and all prior proposals and negotiations, whether written or oral, concerning Consultant's services for the District. This is an integrated document.

10. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws. Venue shall be in Santa Clara County, California.

11. 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. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect.

12. Execution. 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.

13. No Assignment. Consultant may not assign or transfer any rights granted or obligations assumed under this Agreement.

14. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties. To the extent permitted by law, the parties agree that the consulting relationship between the District and Consultant shall be governed exclusively by the provisions of this Agreement.

15. Independent Representation. Consultant and the Board each recognize that in entering into this Agreement, the parties have relied upon the advice of their own attorneys, financial advisors, and other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys, financial advisors and other representatives and that those terms are fully understood and voluntarily accepted by them.

16. Severability/Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

17. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

18. Public Record. The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

19. Credentials. Consultant hereby certifies that Consultant holds legal and valid administrative credentials which she shall maintain in effect throughout this Agreement.

20. Tax/Retirement Liability. District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences as a result of this Agreement including, but not limited to, benefits provided to Consultant or any designated beneficiary, heirs, administrators, executors, successors, or assigns of Consultant. Consultant shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time.

21. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

22. Board Approval. The effectiveness of this Agreement shall be final upon approval by the District's governing board as required by law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month, and year as set forth below.

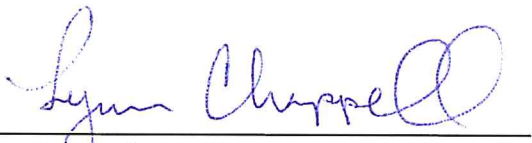


Kristi Schwiebert

Dated: 8.11.22

ACCEPTANCE OF OFFER

I accept the above Consulting Agreement and the terms and conditions thereof.



Lynn Chappell

Dated: 8.11.22