

## LETTER OF AGREEMENT

THIS AGREEMENT is made by and between Capitol Collegiate Academy, hereinafter referred to as "The School," and Penny Schwinn, hereinafter referred to as the "Employee," effective July 1, 2013 until the point at which either The School or The Employee terminates employment.

- 1. <u>EMPLOYMENT</u>: The School employs <u>Penny Schwinn</u> as Executive Director in the Capitol Collegiate Academy as a consultant and the Employee accepts employment on the following terms and conditions:
- 2. <u>TERMS</u>: Except as otherwise provided in paragraph 6 hereof, the School shall employ the Employee for the period July 1, 2013 to June 30, 2015. This Agreement may be extended automatically for successive periods of one (1) year unless the Board of Directors notifies the Employee in writing by June 30 of the then current year of his intent to terminate the Agreement as of the end of such year. The Employee is classified as an Administrator for the purposes of the Staff Handbook.
- 3. <u>COMPENSATION</u>: The Employee's compensation shall be \$125,000 per year in the first year and a 3.5% increase in the second year, which shall be paid in equal installments throughout the term. If the Employee's service for the School terminates for any reason prior to the end of the year, the School shall pay the Employee all outstanding monies owed (and any fraction thereof) coinciding with to the date of termination.
- 4. BENEFITS: The Employee shall not be provided medical benefits.
- 5. <u>TERMINATION</u>: As an "at will" contract, the Employee or the School may terminate the agreement with or without cause at any time.

Please indicate your agreement to the foregoing by signing this letter in the space provided below.

Ву:	Employee Employee	By:Board Chair
DATE:	6/30/2013.	DATE:



#### NOTICE

Effective SY2013-14, I have accepted a temporary position with Sacramento City Unified School District. Pursuant to the conversation with the Board, I will work through 8/31/2013 to train appropriate staff members to learn my job responsibilities in the interim. I will be available in an unpaid capacity after that point, as needed. I will resume my responsibilities, pursuant to my contract, once my position has ended.



#### LETTER OF RENEWAL CONFIRMATION

THIS AGREEMENT confirms the contract that is made by and between Capitol Collegiate Academy, hereinafter referred to as "The School," and Penny Schwinn, hereinafter referred to as the "Employee," effective July 1, 2014 until the point at which either The School or The Employee terminates employment.

- 1. <u>EMPLOYMENT</u>: The School employs Penny Schwinn as Founder of the Capitol Collegiate Academy and the Employee accepts employment on the following terms and conditions:
- 2. <u>TERMS</u>: Except as otherwise provided in paragraph 6 hereof, the School shall continue the employment of the Employee for the period beginning July 1, 2014. This Agreement may be extended automatically for successive periods of one (1) year unless the Board notifies the Employee in writing by July 1 of the then current year of his intent to terminate the Agreement as of the end of such year.
- 3. <u>COMPENSATION</u>: The Employee's compensation shall be paid at the annual compensation of \$125,000 for the year, which shall be paid incrementally during the year at regular payroll periods for the duration of Employee's employment with the School. If the Employee's service for the School terminates for any reason prior to the end of the year, the School shall pay the Employee such incremental compensation through the payroll period (and any fraction thereof) coinciding with to the date of termination. In the Founder role, the Employee may adjust total hours (percent compensation) based on additional responsibilities outside of the school, not to exceed the proportional monthly rate outlined in this contract (with written notice from the Employee).
- 4. <u>BENEFITS</u>: The Employee shall be provided medical benefits through the school, at a rate to be determined annually by the school In addition, the Employee will be eligible for dental insurance through the school with a portion of the coverage premium paid by the School. The School reserves the right to offer different or additional benefits to the Employee.
- 5. <u>EVALUATION</u>: The Employee shall perform his duties as detailed in his job description. The Board of Directors shall meet with the Employee during the year to discuss his job performance and will provide formal annual evaluation of the Employee's job performance.
- 6. <u>TERMINATION</u>: As an "at will" contract, the Employee or the School may terminate the agreement with or without cause at any time.

5/17/2014



### LETTER OF RENEWAL CONFIRMATION

THIS AGREEMENT confirms the contract that is made by and between Capitol Collegiate Academy, hereinafter referred to as "The School," and Penny Schwinn, hereinafter referred to as the "Employee," effective July 1, 2015 until the point at which either The School or The Employee terminates employment.

- 1. <u>EMPLOYMENT</u>: The School employs Penny Schwinn as Executive Director of the Capitol Collegiate Academy and the Employee accepts employment on the following terms and conditions:
- 2. <u>TERMS</u>: Except as otherwise provided in paragraph 6 hereof, the School shall continue the employment of the Employee for the period beginning July 1, 2015. This Agreement may be extended automatically for successive periods of one (1) year unless the Board notifies the Employee in writing by July 1 of the then current year of his intent to terminate the Agreement as of the end of such year.
- 3. <u>COMPENSATION</u>: The Employee's compensation shall be paid at the annual compensation of \$140,000 for the year, which shall be paid incrementally during the year at regular payroll periods for the duration of Employee's employment with the School. If the Employee's service for the School terminates for any reason prior to the end of the year, the School shall pay the Employee such incremental compensation through the payroll period (and any fraction thereof) coinciding with to the date of termination. In the Founder role, the Employee may adjust total hours (percent compensation) based on additional responsibilities outside of the school, not to exceed the proportional monthly rate outlined in this contract (with written notice from the Employee).
- 4. <u>BENEFITS</u>: The Employee shall be provided medical benefits through the school, at a rate to be determined annually by the school In addition, the Employee will be eligible for dental insurance through the school with a portion of the coverage premium paid by the School. The School reserves the right to offer different or additional benefits to the Employee.
- 5. <u>EVALUATION</u>: The Employee shall perform his duties as detailed in his job description. The Board of Directors shall meet with the Employee during the year to discuss his job performance and will provide formal annual evaluation of the Employee's job performance.
- 6. <u>TERMINATION</u>: As an "at will" contract, the Employee or the School may terminate the agreement with or without cause at any time.

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