INFORMATION SHEET 04.12.2022 TRUSTEES' MEETING

To: Jim Bridges

For: Board of Trustees

Prepared by: Emily Stroup

Re: Revised Proposed Interim Contract for CBO

Due to the critical necessity of the CBO position to the district, the specialized skills required to fulfill such duties, and the district's recently unsuccessful attempts to recruit and hire someone permanently to this position; the district is recommending the temporary employment of Dena Whittington, subsequent to her retirement, and prior to the passing of 180 days since her date of retirement, for a duration not to exceed 960 hours, pursuant to Government Code sections 7522.56, 21221(h), and 21229.

RECOMMENDATION:
Approval of the Revised Proposed Interim Contract for CBO

EMPLOYMENT AGREEMENT
Between
JEFFERSON SCHOOL DISTRICT
And
DENA WHITTINGTON

INTERIM CHIEF BUSINESS OFFICER CONTRACT

THIS AGREEMENT is made this 12th day of April, 2022, by and between the Governing Board of the Jefferson School District ("District" or "Board") and Dena Whittington ("Interim Chief Business Officer"); collectively, the "Parties."

1. Term. District hereby employs Interim Chief Business Officer for an interim period beginning the 12th day of April 2022, and continuing day-to-day subject to the terms and conditions set forth below.

2. Salary. The Interim Chief Business Officer salary shall be Sixty-Eight Dollars and Ninety-Six cents ($68.96) per hour. The payment of the Interim Chief Business Officer's salary shall be consistent with supplemental payroll procedures. On the 15th of each month, the Interim Chief Business Officer shall submit a timecard for the hours she worked for the District during the previous supplemental pay period of the 16th of the previous month through the 15th of the current month, to be paid on the 10th of the following month.

3. Other Benefits / Incentives / Compensation. Pursuant to Government Code section 21221(h), the Interim Chief Business Officer will not receive any benefits, incentives, compensation in lieu of benefits, or any other form of compensation in addition to the hourly rate set forth in section 2 above.

4. Interim Chief Business Officer Duties. The Interim Chief Business Officer shall perform the duties of the Chief Business Officer position while the District recruits for, and fills, this position.

5. Termination of Contract.

   a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Interim Chief Business Officer.

   b. At Will Termination of Interim Chief Business Officer. The Interim Chief Business Officer may be terminated by either the Board or the District's Superintendent at any time for any reason pursuant to Labor Code section 2922.

   c. Employment of Permanent Chief Business Officer. This Agreement shall terminate upon the Board's employment of a new Chief Business Officer. However, the Board may require that the Agreement continue until the new Chief Business Officer reports for duty or receives training from the Interim Chief Business Officer.

   d. Automatic Termination at 960 Hours of Service. This Agreement shall terminate by its' own terms once the Interim Chief Business Officer has worked 960 hours pursuant to this Agreement.

6. Expense and Mileage Reimbursement. The Interim Chief Business Officer shall be reimbursed pursuant to District policy and upon documentation for necessary expenses incurred while performing her day-to-day duties and obligations, and she shall also be reimbursed for driving her personal automobile to and from the District at the current IRS approved rate per mile.

7. General Provisions.

a. Governing Law and Venue. This Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and the Parties have not relied upon any representation, express or implied, not contained in this Agreement.

c. No Assignment. The Interim Chief Business Officer may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Seniority. The Interim Chief Business Officer shall not be considered eligible for seniority or permanent status.

e. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the Parties.

f. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

Dated April 12 , 2022

GOVERNING BOARD of the JEFFERSON SCHOOL DISTRICT
County of Stanislaus, California

_____ President	_____ Member
_____ Member	_____ Member
_____ Member	

INTERIM CHIEF BUSINESS OFFICER

_____ Date: April ___, 2022
Dena Whittington