INFORMATION SHEET 06.14.2022 TRUSTEES' MEETING

To: Jim Bridges

For: Board of Trustees

Prepared by: Emily Stroup

Re: Extra help retired annuitant CHIEF BUSINESS OFFICER CONTRACT

Due to the critical necessity of the CBO position to the district, the specialized skills required to fulfill such duties, and the district's need to successful train a newly hired Chief Business Officer; 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 21229(a).

RECOMMENDATION:
Approval of the Extra help retired annuitant CHIEF BUSINESS OFFICER CONTRACT

EMPLOYMENT AGREEMENT
Between
JEFFERSON SCHOOL DISTRICT
And
DENA WHITTINGTON

EXTRA HELP RETIRED ANNUITANT CHIEF BUSINESS OFFICER CONTRACT

THIS AGREEMENT is made this 14th day of June, 2022, by and between the Governing Board of the Jefferson School District ("District" or "Board") and Dena Whittington ("Extra Help Retired Annuitant Chief Business Officer"); collectively, the "Parties."

1. Term. District hereby employs Extra Help Retired Annuitant Chief Business Officer for an interim period beginning the July 1, 2022, and continuing day-to-day subject to the terms and conditions set forth below.

2. Salary. The Extra Help Retired Annuitant Chief Business Officer salary shall be Sixty-Eight Dollars and Ninety-Six cents ($68.96) per hour. The payment of the Extra Help Retired Annuitant Chief Business Officer's salary shall be consistent with supplemental payroll procedures. On the 15th of each month, the Extra Help Retired Annuitant 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 21229(a), the Extra Help Retired Annuitant 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. Extra Help Retired Annuitant Chief Business Officer Duties. The Extra Help Retired Annuitant Chief Business Officer shall perform the duties of the Chief Business Officer, as well as provide training and support to the newly hired Chief Business Officer.

5. Termination of Contract.

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

   b. At Will Termination of Interim Chief Business Officer. The Extra Help Retired Annuitant 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 continue upon the Board's employment of a new Chief Business Officer. The Board will require that the agreement continue until the new Chief Business Officer reports for duty and receives training from the Extra Help Retired Annuitant Chief Business Officer.

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

6. Expense and Mileage Reimbursement. The Extra Help Retired Annuitant 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 Extra Help Retired Annuitant Chief Business Officer may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Seniority. The Extra Help Retired Annuitant 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 June __, 2022

GOVERNING BOARD of the JEFFERSON SCHOOL DISTRICT
San Joaquin County, California

_____ President	_____ Member
_____ Member	_____ Member
_____ Member	

EXTRA HELP RETIRED ANNUITANT CHIEF BUSINESS OFFICER

_____ Date: June ___, 2022
Dena Whittington