CONTRACT FOR EMPLOYMENT OF INTERIM SUPERINTENDENT/PRESIDENT BETWEEN THE PALO VERDE COMMUNITY COLLEGE DISTRICT AND MS. DENISE WHITTAKER

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 25th day of September, 2012 by and between the Palo Verde Community College District (the "District") and Ms. Denise Whittaker ("Ms. Whittaker"), and supercedes and replaces any prior Agreements between the parties.

IT IS HEREBY AGREED AS FOLLOWS:

1. Interim Superintendent/President and Chief Executive Officer. Ms. Whittaker is hereby employed for a period of time commencing on September 25, 2012 and ending on December 31, 2013 as the District's Interim Superintendent/President. (Sometimes simply referred to herein as the "President.") Ms. Whittaker shall also serve as the District's Chief Executive Officer and Secretary to the Board of Trustees. The effective date of this Agreement shall be September 25, 2012.

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties and Board/President Relations.

   3.1 Ms. Whittaker shall perform all of the powers and duties of the position of Superintendent/President, Chief Executive Officer, and Secretary to the Board of Trustees. She shall further efficiently and effectively manage the programs and operations of the District, and perform such other duties and assume such other responsibilities as are assigned to her from time to time by the Board of Trustees. Ms. Whittaker shall have the primary responsibility for recommendations and execution of Board policy.

   3.2 Ms. Whittaker shall personally or by direction of the Board of Trustees:

      3.2.1 Provide leadership and direction to ensure that the laws and policies of the District are carried out;

      3.2.2 Review the policies adopted by the Board of Trustees and make appropriate recommendations to the Board of Trustees;

3.2.3 Periodically evaluate employees as provided for by California law and District policy;

3.2.4 Advise the Board of Trustees of all possible sources of funds which may be available to implement present or contemplated District programs;

3.2.5 Regularly and timely inform the Board of Trustees of the fiscal status of the District; and

3.2.6 Establish and maintain an appropriate community relations program.

3.3 Ms. Whittaker shall have the responsibility of overseeing and directing the administrative and leadership staff, including instruction, student services, personnel, and business affairs, which, in her judgment, best serve the District, subject to approval by the Board of Trustees. Ms. Whittaker shall have such responsibility in all personnel matters or as otherwise delegated pursuant to Board policy, including selection, assignment, evaluation, and transfer of employees, subject to approval of the Board of Trustees.

3.4 Ms. Whittaker shall have primary responsibility for working with the Board, District personnel, students and the public, in order to develop recommendations for short-range and long-range goals for the District. Such goals shall include timelines and specific criteria for determining effective achievement of those goals, and evaluating outcomes. The development of such goals shall be subject to Board approval.

3.5 Ms. Whittaker shall have primary responsibility for representing the interests of the Board and the District in day-to-day contact with college personnel, students, residents, community organizations, District support organizations, and governmental agencies.

4. Salary.

4.1 The annual salary for the term of this contract shall be $192,000, unless modified by written mutual agreement of the parties as further specified below. The salary shall be paid in equal monthly installments, each of which shall be equal to one-twelfth (1/12) of the per annum salary, with daily proration for periods of less than a full year or full month of service.

4.2 The Board hereby retains the right to further adjust the annual salary of the Interim Superintendent/President during the term of this contract. Any adjustments in salary made during the life of this contract shall be in the form of an amendment executed by the parties, and shall become part of this contract. It is provided, however, that by doing so it shall not be considered that the Board has entered into a new contract with the Interim Superintendent/President or that the termination date of the existing contract has been automatically extended. However, the Board may, by specific action, extend the termination date of the existing contract as set forth below.

5. Professional Schedule, Sick Leave, Personal Necessity Leave, and Vacation. Ms. Whittaker shall be required to render 12 months of full and regular service to the District during each annual period covered by this Agreement, unless terminated earlier.

5.1 Ms. Whittaker shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Upon termination of this Agreement the District shall not be obligated to compensate Ms. Whittaker for unused sick leave.

5.2 Ms. Whittaker will be provided with personal necessity leave consistent with Education Code section 87784 and any applicable Board Policies or Administrative Regulations, however, no accumulated leave in excess of six (6) days may be used in any college year for purposes of personal necessity leave.

5.3 Ms. Whittaker shall be entitled to twenty-six (26) days of vacation with pay for each 12 months of full and regular service to the District, exclusive of the holidays provided in the California Education Code and any additional local holidays granted by the Board of Trustees to 12-month administrative employees. For periods of less than a full college year, Ms. Whittaker shall accumulate vacation at the rate of 2.166 days per month for each full month served pursuant to this Agreement. All vacation time must be scheduled in advance and approved by the Board's President.

5.4 It is expected that Ms. Whittaker will utilize her vacation days in the college year in which they accrue. Notwithstanding the foregoing, Ms. Whittaker may accrue vacation days up to a maximum of fifty-two (52) days based on her service as Interim Superintendent/President pursuant to this Agreement. Once Ms. Whittaker reaches this maximum amount, she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Once per year, Ms. Whittaker may request and receive as wages the equivalent of ten days of accumulated vacation. Upon termination or expiration of this Agreement, Ms. Whittaker shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate calculated on an hourly basis for no more than that amount of unused vacation that may be accrued under this Agreement.

6. Performance Evaluation.

6.1 The Board of Trustees will provide Ms. Whittaker with periodic opportunities to discuss the Board/President relationship as specified in Section 3, above.

6.2 Ms. Whittaker's performance in carrying out the duties and responsibilities set forth in this Agreement, the goals and priority duties established by the Board, and her performance of other duties for the then current college year will be evaluated by the Board of Trustees each year. The evaluation and setting of goals will be discussed in closed session. As a result of this evaluation process, the Board of Trustees will prepare a written statement of its evaluation of Ms.

Whittaker's performance. The Board shall complete its evaluation by May 31st of each year to which this Agreement may apply.

6.3 Following each evaluation, the Board and Ms. Whittaker shall compile an updated set of goals and priority duties for Ms. Whittaker for the next college year. The Board's evaluation and its updated goals and strategies for the coming college year will be completed prior to June 30th of the then current college year, unless another date is agreed upon by the Board and the President. For the remainder of the 2012-2013 college year, the Board and Ms. Whittaker will establish goals and strategies no later than October 31, 2012, if goals and strategies were not established prior to the effective date of this Agreement. The Board shall devote a portion of at least one meeting annually to discussing the evaluation with the Interim Superintendent/President.

6.4 Any failure to comply with the terms of this Section 6, shall not constitute a material breach of this Agreement.

7. Expense Reimbursement and Allowances. The District shall reimburse Ms. Whittaker in accordance with District policy and procedures for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Ms. Whittaker in the performance of the duties of Interim Superintendent/President. Mileage for travel within Riverside and San Bernardino Counties shall not be reimbursed.

7.1 The District shall reimburse Ms. Whittaker for membership fees and/or dues for the Association of California Community College Administrators ("ACCCA"), Rotary, Chamber, and other local and statewide organizations as deemed appropriate and as approved by the Board of Trustees. The District shall also pay for reasonable expenses associated with membership and travel to Community College League of California ("CCLC") meetings, ACCCA, and other annual professional development opportunities as approved by the Board of Trustees.

7.2 Ms. Whittaker shall be required to maintain and utilize a personal vehicle for work-related travel within Riverside and San Bernardino Counties. In lieu of any other mileage or automobile allowance or reimbursement for the actual and necessary use of Ms. Whittaker's personal vehicle(s) within said Counties, the District shall provide an allowance of eight hundred and fifty dollars ($850) per month. The use of this allowance shall be at Ms. Whittaker's discretion and shall not require any documentation. This monthly allowance shall be treated and considered as part of Ms. Whittaker's compensation/salary for tax purposes and for purposes of the State Teachers Retirement System Defined Benefit Plan to the maximum extent permitted by law. Use by Ms. Whittaker of her vehicle for travel outside of Riverside and San Bernardino Counties, if less expensive than travel by other means, shall be reimbursed at the District's then current mileage reimbursement rate.

7.3 Ms. Whittaker shall be required to maintain and utilize a personal cellular telephone or a "smart phone" for business purposes, and to ensure that the

telephone number is maintained on file with the District. In lieu of any other allowance or reimbursement for maintaining or utilizing said cellular telephone, the District shall provide an allowance of two hundred dollar ($200.00) per month, which allowance shall be utilized to defray the cost of maintaining and utilizing said personal cellular telephone. The use of this allowance shall be at Ms. Whittaker's discretion and shall not require any documentation. This monthly allowance shall be treated and considered as part of Ms. Whittaker's compensation/salary for tax purposes and for purposes of the State Teachers Retirement System Defined Benefit Plan to the maximum extent permitted by law.

7.4 The District shall provide Ms. Whittaker with necessary equipment that will permit her to work from locations remote from her District office, consistent with District policy, and approval by the Board. Such equipment shall include, but is not limited to a portable computer, a printer, and internet access. All equipment provided to Ms. Whittaker for this purpose shall remain the property of the District and be used only for District business. If such equipment will also be used for personal business, then Ms. Whittaker may acquire such equipment at her own expense, and then receive reimbursement for the cost of such equipment or services in proportion to their use for District business.

8. Fringe Benefits. The District shall provide to Ms. Whittaker and her spouse, subject to the same terms, conditions and limitations applicable to other academic employees, health and welfare benefits which presently include health, medical, dental, and vision insurance. The District shall provide to Ms. Whittaker life insurance on the same terms, conditions and limitations applicable to other administrative employees. It is agreed and understood that these fringe benefits may be amended, modified or deleted in their entirety from time to time as determined by the Board of Trustees. In the event of such changes, Ms. Whittaker will be entitled to the same benefits package as may be provided to the District's academic employees with respect to health, medical, dental, and vision insurance, and the same life insurance benefit as may be made available to the District's administrative employees.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Either party to this Agreement may terminate the Agreement on thirty (30) days written notice, unless this time period is reduced by mutual written agreement between the District and Ms. Whittaker. This Agreement is not subject to the notice or automatic renewal or re-employment provisions set forth in California Education Code section 72411. The Board's decision to terminate this Agreement will terminate all of Ms. Whitaker employment with the District.

9.3 This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53243 et seq., and 53260 et seq.

10. Outside Professional Activities. Ms. Whittaker may engage in outside professional activities, such as consulting, speaking, and writing, providing such activities do not interfere with the Interim Superintendent/President's duties. The provisions of this Section shall not apply to Ms. Whittaker's attendance at or participation in conferences or meetings relating to her employment as the District's Interim Superintendent/President. Participation in such outside professional activities shall be approved in advance by the Board President. The Interim Superintendent/President may retain remuneration or stipends for activities on which she uses an earned vacation day.

11. Tax/Retirement/STRS Issues. The District shall not be liable for any state, federal, or employment tax consequences as a result of this Agreement. The Interim Superintendent/President shall assume sole liability for all state, federal or employment tax consequences and retirement consequences and shall defend, indemnify and defend the District from all such consequences.

12. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

13. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

14. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California. This Agreement shall be effective on the date that it is last signed by one of the parties.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

BOARD OF TRUSTEES OF THE PALO VERDE
COMMUNITY COLLEGE DISTRICT

By Edmundo Gonzales
Ed Gonzales President, Board of Trustees

Denise Whittaker
Ms. Denise Whittaker