-REVISED-
AGREEMENT FOR EMPLOYMENT OF INTERIM SUPERINTENDENT/PRESIDENT OF THE PALO VERDE COMMUNITY COLLEGE DISTRICT

This Agreement for employment of Interim Superintendent/President of the Palo Verde Community College District ("Agreement") is made and entered into by and between the Palo Verde Community College District ("District"), acting by and through its Governing Board ("Board") and Denise Whittaker ("Whittaker").

It is mutually agreed to by and between the District and Whittaker as follows:

1. Employment: The District employs Whittaker and Whittaker accepts employment as the Interim Superintendent/President under the terms and conditions set forth in this Agreement.

2. Duties and Responsibilities: Whittaker serves as the Interim Chief Executive Officer of the District and reports directly to the Board. Whittaker shall exercise all powers and perform all duties that may lawfully be assigned or delegated to her in accordance with policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code. Acts that require ratification will be referred to the Board by Whittaker at the earliest opportunity. Whittaker shall be responsible for the operation of the District and shall devote such time and attention as are necessary to fully and completely perform her duties as required as an exempt employee.

3. Term of Agreement: Whittaker will continue services to the District on (revised date for new fiscal year and salary amount) July 1, 2012, and said services will continue thereafter on a month-to-month basis through December 31, 2012, unless either the District or Whittaker provides written notification of a desire to terminate the Agreement. Such written notification will be provided thirty (30) days prior to the termination date, unless the thirty (30) day time period is reduced by mutual agreement between the District and Whittaker. This Agreement is not subject to automatic renewal or re-employment provisions set forth in California Education Code section 72411.

4. Compensation: District shall pay Whittaker a salary at the rate of Twelve Thousand, Six Hundred Eighty-One dollars and Eighty-Three Cents ($12,681.83) per month (reflects a 4.165% decrease from previous contract).

5. STRS: No contribution to STRS retirement system.

6. Medical Benefits: No contribution for Medical Health Benefits.

7. Automobile Allowance: Whittaker shall receive Eight Hundred Fifty Dollars ($850.00) per month for standard automobile or transportation expenses and Whittaker will be responsible to maintain automobile insurance and maintain her automobile in a continuously operable and reasonably safe condition.

8. Housing Allowance: District shall contract with Don Averill for the District-paid monthly rental of his Blythe property, including security deposits and rental insurance, if required, through the end of employment. Responsibility for reporting this allowance/benefit on income tax returns lies with Whittaker.

9. Sick Leave: Whittaker will be provided the standard vacation days provided to the current Superintendent/President: one day per month paid sick leave for purposes of personal illness or injury.

10. Personal Necessity Leave: Whittaker will be provided with six (6) standard Personal Necessity Leave days consistent with Education Code provisions (taken off of sick leave if used) and an additional twelve(12) Personal Necessity Leave days/year, independent of vacation, sick leave, or any other leave days.

11. Vacation: Whittaker will be provided the standard vacation days provided to the current Superintendent/President: twenty six (26) vacation days per year, to be accrued at 2.166 days per month. Whittaker will be entitled to paid holidays as provided to District Management Employees.

12. Moving Allowance: District will pay Whittaker One Thousand Dollars ($1,000) as moving expenses from South Carolina to California and One Thousand Dollars ($1,000) reimbursement for moving expenses from Southern California to another region, upon completion of each move.

13. Other Working Conditions: Consistent with what was provided to the previous Superintendent/ President, District will provide Whittaker either a District cell phone or $100/month cell allowance. In addition, District will provide Whittaker with a home office set-up to include computer, fax, printer, etc. and internet service if needed.

14. Life Insurance: Consistent with what was provided to the previous Superintendent/President, District will provide Whittaker with Life Insurance and the ability to purchase additional coverage beyond the standard coverage if available.

15. Amendment or Modification of Agreement: This Agreement may be amended or modified only upon the mutual consent of Whittaker and the Board, and any such Board-adopted policies related to management employees which are incorporated within this Agreement. In the event of a conflict between the terms of this Agreement, or any amendments thereto, and the terms of any Board-adopted policies, the terms of this Agreement will prevail.

Date: June 26, 2012

Palo Verde Community College District Governing Board of Trustees

By: Camila L. Rodriguez, V.P.
Ed Gonzales
President, Board of Trustees of the Palo Verde Community College District

Date: June 26, 2012

Interim Superintendent/President

By: Denise Whittaker
Denise Whittaker
Interim Superintendent/President