

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

**EMPLOYMENT AGREEMENT FOR
INTERIM CHIEF BUSINESS OFFICER
(ASSISTANT SUPERINTENDENT)**

This employment agreement (“**Agreement**”) is hereby made and entered into by and between the Governing Board (“**Board**”) of the MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT (“**District**”) and Ronald Wheelehan (“**Employee**”) as of the 7 day of April, 2022. Board and Employee may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the District has a vacancy in the position of Chief Business Officer due to the current employee in the position (“**Chief Business Officer**”) being on an approved leave of absence under the Family and Medical Leave Act (29 U.S.C. 2601, et seq.); and

WHEREAS, the District requires a temporary and interim person to perform the services required for the Chief Business Officer position during the period of time that the Chief Business Officer is on approved leave of absence; and

WHEREAS, Wheelehan is a retired person who has specialized skills needed to perform the work of Interim Assistant Superintendent for such time; and

WHEREAS, the District wishes to employ Employee as Interim Assistant Superintendent because Employee possesses the specialized skills needed to perform the work for such limited duration of time until the Chief Business Officer returns to work from approved leave of absence.

NOW, THEREFORE, it is hereby agreed as follows:

1. TERM OF EMPLOYMENT

a. The term of this Agreement shall commence on May 16, 2022 (“**Commencement Date**”) and shall expire and terminate automatically (and without notice from District) on September 30, 2022 (“**Term**”) unless terminated earlier pursuant to Paragraph 6 or extended as set forth below in Paragraph 1.b.

b. In the event that the Chief Business Officer does not return to work by September 30, 2022, the Parties may agree to extend this Agreement on a month-to-month basis under the same terms and conditions until the Chief Business Officer returns.

2. TIME AND HOURS; POWERS AND DUTIES

a. Employee shall be employed on a part-time basis and shall report for duty at least three (3) business days each week (either in person and on-site or teleworking), not to exceed an average of 24 hours per week over the Term. Employee shall report to the Superintendent and shall be responsible for overseeing and managing those elements of the District's financial programs and business services. This includes, but is not limited to, overseeing and managing Fiscal Services, Bond programs, Payroll, Purchasing, and performing additional duties as set forth in **Exhibit A**, attached hereto, and as directed by the Superintendent within the time and hours limitations provided in this Paragraph. Employee shall also perform any other duties as may be assigned to the Employee by the Superintendent or Board.

b. Employee shall fully and faithfully perform the duties and responsibilities of Interim Assistant Superintendent, in accordance with all State and Federal laws, the requirements of the California Education Code, all rules and regulations of the State Board of Education, and all rules, regulations and policies of the Board and its duly authorized agents, including but not limited to the Superintendent, and shall perform such duties and responsibilities at a professional level of competence and with due diligence.

3. **COMPENSATION**

a. Employee shall be paid **One Hundred Thirty-Two Dollars (\$132.00)** per hour for all work and services performed hereunder. Employee shall submit timesheets, which shall record Employee's hours worked per week on a monthly basis by the close of each supplemental payroll period to the Payroll Department, on a form approved by the District, and payroll checks shall be issued according to the District's normal timesheet payroll schedule. All payroll checks shall include all required State and Federal withholdings, except that Employee agrees that the District shall not make any contributions to CalPERS or other retirement benefits on Employee's behalf or for Employee's benefit.

b. Employee will not accrue vacation, sick leave, paid non-duty days or any other paid leave.

c. Employee's signature on this Agreement constitutes certification that Employee has not received any unemployment insurance compensation arising out of prior employment with a public employer during the 12-month period prior to the Commencement Date.

4. **HEALTH AND WELFARE BENEFITS AND OTHER BENEFITS**

Employee shall not participate in or be eligible to receive any District-provided health and welfare benefits.

5. **EXPENSES**

a. The District shall reimburse Employee for all actual and necessary expenses incurred and paid by Employee in the conduct of Employee's duties on behalf of the District under this Agreement, such as meeting expenses, conference expenses and travel and related

expenses, that occur outside District boundaries and are specifically related to Employee's duties as authorized in writing by, and within the sole discretion of, the Superintendent.

b. Employee shall provide a suitable automobile for Employee's transportation in the performance of Employee's duties on behalf of the District; mileage shall be reimbursed to Employee at the District allowed mileage rate.

c. Employee will submit itemized claims for all expenses provided herein in accordance with the District's expense reimbursement policies and regulations, and such items claimed must be a proper use of District funds in order to be reimbursed to Employee.

6. **6. TERMINATION OF AGREEMENT**

a. Termination by District. Notwithstanding any other provision of this Agreement, the Board may, without cause and in its sole discretion, unilaterally terminate this Agreement prior to the expiration date, upon the provision of three (3) calendar days' written notice of such termination to Employee.

b. Termination by Employee. Notwithstanding any other provision of this Agreement, Employee shall have the option to terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than seven (7) calendar days prior to said termination date. Employee and Board may mutually agree to a termination notice of less than seven (7) calendar days.

c. All notices required herein shall: (1) if to Employee, be effective upon delivery by electronic mail to Employee's District e-mail address, with a copy sent via Regular U.S. Mail to Employee's residence or mailing address on file with the District, and (2) if to District, be effective upon delivery by electronic mail to District's Superintendent at Superintendent's District e-mail address, with a copy by e-mail to the e-mail address of the President of the District's Board of Trustees as published on the District's website.

7. **APPLICABLE LAWS**

This Agreement is made and entered into in Santa Clara County and is subject to, and shall be determined and enforced in accordance with, all applicable laws of the State of California and the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though set forth herein. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Employee waives any claim or right to remove an action on this Agreement to federal court.

8. **SEVERABILITY**

In the event that one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, and shall not be affected, impaired or invalidated in any way.

9. CONSULTATION WITH COUNSEL; CONSTRUCTION OF AGREEMENT

Employee agrees that Employee has read and understands this Agreement, and has had the opportunity to discuss the terms of this Agreement and receive advice from Employee's own attorney prior to entering this Agreement. The Board agrees and has read and understands this Agreement and has been provided the opportunity to discuss the terms of this Agreement and receive advice from its attorneys prior to entering this Agreement. This Agreement is the result of negotiation between the Parties. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party. Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

10. COMPLETE AGREEMENT

This Agreement is the full and complete agreement between the Parties hereto. Any amendments or modifications to the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment or modification by the Board and Employee.

11. WAIVER

The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

12. COUNTERPARTS

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

13. INCORPORATION OF RECITALS AND EXHIBITS

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SUPERINTENDENT

INTERIM ASSISTANT SUPERINTENDENT

Ayinde Rudolph

Ronald Wheelehan

Dated: _____

Dated: _____

APPROVED BY THE BOARD OF TRUSTEES OF THE MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT on April __, 2022.

Laura Blakely,
Board President

Dated: _____

EXHIBIT A

MAJOR DUTIES AND RESPONSIBILITIES OF THE INTERIM ASSISTANT SUPERINTENDENT

Fiscal Services

- Facilitates the compilation of budget and interim reports.
- Compiles all necessary information for budget preparation and assists all administrators/managers in preparation of an annual budget.
- Prepares monthly financial reports and other reports as directed and supervises preparation of all reports concerned with expenditures and/or reimbursements.
- Supervises all warrants ordered by the Governing Board, including monthly payroll, in accordance with salary schedules and policies adopted by the Board.
- Drafts reports for use in long-range revenue, expenditure and general fiscal planning for the District.
- Researches, compiles, and analyzes financial, community and economic data and statistical information, and prepares reports to aid in policy decisions, District planning special elections and enrollment forecasting.

Purchasing and Contracts Administration

- Supervises preparation of all bidding documents, including notice to bidders, specifications, and forms of proposal in accordance with Board policies and State rules and regulations.
- Oversees the preparation of the specifications and the purchase of supplies, furniture and equipment.

Child Nutrition Services

- Monitors the quality and performance of the Child Nutrition Services program.
- Implements cost-effective practices in the operation of the Child Nutrition Services program.

Maintenance, Operations and Transportation

- Provides general supervision for the maintenance and operations functions of the

District.

- Works with District personnel in projecting student enrollment, staffing needs, building and facility needs, energy needs, capital equipment needs and other cost items for District and individual school improvement.
- Monitors building and construction schedules for District facilities.
- Supervises the development and administration of a transportation program to meet all the requirements of the daily instructional program and extra-curricular activities.
- Utilizes available loading, route and demographic data to project future personnel and equipment needs.

Other Duties and Responsibilities

- Participates, when needed, in the negotiations process with employee groups.
- Supports the Superintendent in communication with the community at large, working with parent and teacher groups, and gathering information relative to school facilities, transportation, and other business-related services.
- Performs other duties as assigned by the Superintendent.