

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CHANCELLOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), through the Board of Trustees ("Board") of the District, on the one hand, and _____ ("Chancellor"), on the other hand, hereby enter into this Chancellor Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Chancellor are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District, pursuant to Board Policy 2431, hereby employs Chancellor in the position of Chancellor of the District ("Position"). Chancellor is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** This Agreement supersedes any and all prior written and oral agreements and shall be in effect for the two (2) year period beginning on July 1, 2019 and remain in effect until June 30, 2021, unless terminated sooner by the parties, or amended by the Parties. The Board of Trustees shall send to Chancellor written notice of non-renewal by June 30th of the last year of the Agreement. If, prior to June 30th of the last year of this Agreement, the District does not send or deliver a written notice to Chancellor that this Agreement shall not be extended for an additional year, then this Agreement shall be automatically extended for an additional year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. Such nonrenewal shall be at the sole discretion of the Board of Trustees acting with or without cause.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Chancellor agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Chancellor by the Board. Chancellor is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board may adopt or amend the job description for the Position. Chancellor may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Chancellor or interfere with Chancellor's duties. In those cases in which Chancellor engages in outside professional activities which generate compensation for services provided, Chancellor shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Board, may transfer or reassign Chancellor to any position within the District for which Chancellor is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Chancellor due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Chancellor in the amount of Three Hundred Twelve Thousand Dollars (\$312,000.00) per academic year (July 1st through June 30th), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Chancellor during

the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Chancellor is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Merit Based Increases.** The Board and the Chancellor shall establish goals within the first sixty (60) days of this contract and prior to June 30, of each year thereafter for the subsequent school year. Satisfactory achievement of the mutually agreed upon goals shall entitle the Chancellor to a merit increase to base salary commencing July 1, 2020, following receipt of an evaluation in which the Board determines that the agreed upon goals have been met. Thus, the Chancellor shall be eligible for a merit based increase effective July 1, 2020 based on goals established in the summer of 2019 for the 2019-20 school year. The amount of all merit based increases shall be determined by the Board in its sole discretion following input from the Chancellor and shall range between zero (0) and three percent (3%) based on the Chancellor's performance evaluation.

9. **Automobile Allowance.** The District shall pay the Chancellor an automobile allowance of Five Hundred Dollars (\$500) per month payable on the first day of each month succeeding any month in which services are rendered under this Agreement.

10. **Home Technology.** So that the Chancellor shall be able to perform work on behalf of the District at his home, the District shall provide a laptop computer, printer, and fax machine, to the Chancellor for the Chancellor's home office. Such equipment shall be purchased, installed, and maintained at District expense. District shall also provide Chancellor with a cell phone at the District's expense.

11. **Work Year.** Chancellor is a full-time employee of the District with a work year of twelve (12) months per year. Chancellor is entitled to be absent during District-designated holidays. The Board may add or reduce the number of District-designated holidays.

12. **Health and Welfare Benefits.** District shall provide Chancellor with the same health and welfare benefits as currently approved or as subsequently modified by the Board for all District administrators.

13. **Vacation.** Chancellor shall accrue twenty five (25) vacation days per year of service. Chancellor may not accumulate more than fifty four (54) days of unused vacation as of July 1 of any academic year.

14. **Leaves.** Chancellor shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

15. **Teaching Assignments.** Subject to Board approval, and presuming that Chancellor meets minimum qualifications, Chancellor may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Chancellor's service in the Position.

16. **Professional Meetings and Activities.** All reasonable and necessary expenses of attendance by Chancellor at such a meeting or activity shall be paid by District only if approved by the Board of Trustees.

17. **Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute Six Hundred Dollars (\$600) per month to a tax-sheltered annuity selected by Chancellor.

18. **Professional Expenses Allowance.** Because the Position requires attendance at various local professional activities on behalf of District, Chancellor shall be entitled to charge on a credit card to be issued by the District up to (\$1,000) per month to pay for costs associated with such activities. Reimbursement for conference expenses shall be paid in accordance with Board Policy and procedures.

19. **Evaluation.** Chancellor may be evaluated by the Board at any time, but not less than once per year. The Board's formal evaluation of Chancellor shall be pursuant to Board Policy 2435. In this regard, District and the Chancellor acknowledge that the employment relationship between the Board and Chancellor is unique, special and important. This relationship requires regular communication and feedback.

20. **Retreat Rights.** The faculty retreat rights for Chancellor, shall be in accordance with Section 87458 of the *Education Code*. Chancellor has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

21. **Dismissal or Imposition of Penalties during the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal or for imposition of penalties on Chancellor during the term of this Agreement shall be for dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Chancellor shall be entitled to due process protections as required by law.

22. **Resignation.** Chancellor may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board, or upon a shorter period of time as may be approved by the Board. Chancellor shall notify Board promptly if he becomes a finalist for any other position.

23. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 21 of this Agreement, the maximum cash settlement that Chancellor may receive shall be an amount equal to the monthly salary of Chancellor multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Chancellor multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Chancellor finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

24. **Medical Examination.** Upon request of the Board, Chancellor agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Chancellor is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board indicating whether Chancellor is able, with or without reasonable accommodation, to perform the essential functions of the Position.

25. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.