

**GOVERNING BOARD OF THE  
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

**Dr. Jannett N. Jackson**

**CONTRACT OF EMPLOYMENT  
CHANCELLOR**

**AGREEMENT**

This Agreement is hereby made and entered into by and between the Chabot-Las Positas Community College District, hereinafter referred to as "District," and Dr. Jannett N. Jackson, hereinafter referred to as "Chancellor."

**1.0 TERM OF EMPLOYMENT**

The District hereby employs the Chancellor beginning July 29, 2013 and terminating on June 30, 2016 subject to the terms and conditions set forth below.

**2.0 SALARY**

The Chancellor shall be employed as a full-time employee of the District with an annual salary of \$240,000.

The Chancellor's daily rate is computed by dividing this annual salary by the number of service days required each year.

The District's Board of Trustees (hereafter "Board") reserves the right to adjust the Chancellor's annual salary during the term of this Agreement. Such adjustments shall be in the sole discretion of the Board, but shall not reduce the Chancellor's annual salary. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

**3.0 FRINGE BENEFITS**

The Chancellor shall receive such health and welfare benefits and life insurance benefits as are provided to the District's management personnel as those benefits may change from time to time.

**4.0 DUTIES AND RESPONSIBILITIES**

The Chancellor is hired as an academic employee as defined in Education Code section 87001(a), and an educational administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). She will carry out duties consistent with this appointment as follows:

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#### **4.1 General Duties**

The Chancellor shall perform the duties of District Chancellor and Chief Executive Officer as prescribed by the laws of the State of California, the policies and administrative rules and procedures of the District and the District's job description for the Chancellor, if any. The Chancellor shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by the Education Code. The Chancellor shall be the Board's Chief Executive Officer. In carrying out these general duties, the Chancellor's highest priority shall be to provide leadership that supports student success.

#### **4.2 Personnel Matters**

The Chancellor shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including selection, assignment, transfer and dismissal of employees.

#### **4.3 Administrative Functions**

The Chancellor, as Chief Executive Officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations; (5) establish and maintain positive community, staff and Board relations; (6) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (7) recommend to the Board, District goals and objectives; (8) unless excused or unavoidably detained, attend all regular, special and closed session meetings of the Board.

#### **4.4 External Relations**

The Chancellor shall represent the District before the public, and shall maintain both within and without the District such a program of public relations as may serve to improve understanding and to keep the public informed as to the activities, needs and results of the District. The Chancellor will act as the primary liaison with the local, state, and federal agencies and with local, state, and federal elected representatives. In performance of these duties, the Chancellor is encouraged to attend appropriate professional meetings at local, state, and national levels. The Chancellor shall periodically report to the Board her appraisal of such meetings.

Reasonable travel expenses incurred in the performance of these duties shall be reimbursed to the Chancellor in accordance with Article 9.2 and applicable District policy. Cost of memberships and affiliated costs associated with membership in community and professional organizations shall be covered by the Special Allowance, as set forth in Article 9.3.

## **5.0 EVALUATION**

The Chancellor and the Board shall meet within a month of employment and annually thereafter, prior to July 1, to establish the Chancellor's performance goals and objectives for the following year. Said performance objectives shall be reduced to writing and shall be based on the duties and responsibilities set forth in the Agreement, as well as the Board's priorities, and any other criteria mutually agreed upon by the parties. The Chancellor shall be evaluated annually by the Board. This evaluation shall be based upon the Chancellor's goals and objectives as agreed by the Chancellor and the Board.

The Chancellor will provide the Board with an annual report regarding the state of the District. The Chancellor shall inform the Board on or before May 1 of each year of the date of her evaluation and together the Chancellor and the Board shall agree on a timeline for the presentation of the state of the District report and the evaluation process.

The Board will devote a portion of at least one (1) meeting annually to a discussion and evaluation of the performance and working relationship between the Chancellor and the Board. The evaluation of the Chancellor by the Board will be in writing and included in a sealed envelope in the Chancellor's personnel file marked "Confidential, only to be opened upon authorization of the Board". A copy will be provided to the Chancellor.

Failure of the Board to complete the evaluation process shall not result in the amendment or extension of this Agreement. Failure of the Board to evaluate the Chancellor shall not preclude the Board from giving notice of termination in accordance with Section 13 of this Agreement.

## **6.0 HOURS OF WORK**

The Chancellor shall render twelve (12) months of full and regular service to the District with the exception of vacations, District approved holidays, and approved leaves. It is understood that the demands of the position of Chancellor will require more than eight (8) hours a day and/or forty (40) hours per workweek. The Chancellor is not entitled to receive overtime compensation.

## **7.0 VACATIONS**

The Chancellor shall earn 14.76 hours of vacation each month for a total of twenty-two (22) days (176 hours) per year. No more than thirty-one (31) days of vacation time may be accumulated at any one time.

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Once the Chancellor has accrued a total of thirty-one (31) days unused vacation days, she is not entitled to accrue any additional vacation until her vacation balance is reduced below thirty-one (31) days. All vacation must be scheduled at a time convenient to the Board and the operations of the District. At the time of separation, accumulated vacation up to the accrual cap, if any, will be paid at the current per diem rate of the Chancellor's salary.

## **8.0 PERSONAL LEAVE**

In addition to leaves granted to management employees, the Chancellor shall receive five (5) days paid leave annually for personal purposes. Any days not used by June 30 of each year shall be forfeited and not carried forward into the next fiscal year.

## **9.0 WORK RELATED EXPENSES**

### **9.1. Automobile Allowance**

The Chancellor is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position. To reimburse the Chancellor for this vehicle requirement, the Chancellor shall be provided a transportation allowance of \$500 during each month of this Agreement. This allowance shall cover all costs associated with the in-district use of the Chancellor's personal vehicle for district business.

The Chancellor's use of her personal vehicle for work-related travel outside the District is not covered by the monthly allowance. The Chancellor may receive reimbursement for these additional costs upon production of receipts, at the mileage rate allowed by federal law.

### **9.2 Reimbursement for work-related expenses**

The Chancellor shall be reimbursed for all documented, actual, and necessary expenses incurred as a result of performance of job duties, including, but not limited to, business-related travel (lodging, meals, parking, tolls), membership in professional organizations and attendance at professional conferences; and purchase of business-related supplies.

To the extent the Chancellor seeks to use District funds for any travel, conferences or other events outside of California, she shall seek and obtain approval from the Board before incurring the expense. In the case of travel, conferences or other events within California, the Chancellor shall provide notice of projected travel on a quarterly basis to the Board President.

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### **9.3. Special Expense Allowance.**

The District shall provide the Chancellor a \$1,245 allowance each month during the term of this Agreement for costs associated with incidental, in-District public relations such as attendance at fundraising events, the costs of membership in local, community service organizations; and other expenses related to the conduct of her office.

### **9.4 Technology Devices**

The District may provide to the Chancellor, in the District's sole discretion and at the District's expense, a laptop computer, personal digital assistant, wireless email device, and/or cellular phone (each a "Technology Device"). The District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. All Technology Devices are the property of the District and the District shall have the right to control the access to, and use of, Technology Devices through its personnel policies, risk management policies or any other policies. All Technology Devices provided by the District are provided to facilitate performance of the Chancellor's duties and obligations as an employee of the District. The Chancellor may use District provided Technology Devices for personal use within reasonable limits and in a manner consistent with District's personnel policies, risk management policies and other District policies. The Chancellor shall not use any Technology Device in any manner that is inconsistent with such policies.

## **10.0 LIABILITY FOR TAXES**

Notwithstanding any other provision of this Agreement or Agreements referenced herein, the District shall not be liable for any state or federal tax consequences to the Chancellor, any designated beneficiary hereunder, the heirs, administrators, executors, successors and assigns of the Chancellor. The Chancellor shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold the District harmless from such tax consequences.

## **11.0 PHYSICAL EXAMINATION**

The Board may require the Chancellor to satisfactorily pass a physical examination conducted by a physician appointed by the Board as a precondition of employment and every two (2) years thereafter. The results of this examination shall be given directly to the Chancellor; however, the examining physician shall advise the Board in writing of the Chancellor's continued physical fitness to perform the duties of Chancellor.

In the event that the examining physician advised the Board that the Chancellor is unable to continue to perform the duties of Chancellor, then the Chancellor agrees to submit to a fitness for duty evaluation. The Chancellor agrees to execute any appropriate medical releases to allow the Board access to all medical documents/information related to the fitness for duty evaluation.

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The Chancellor agrees to execute all appropriate medical releases to allow the District's medical providers to review prior medical records of the Chancellor necessary to conduct the physical examination and/or the fitness for duty evaluation provided for under this section. The costs of any required medical examination shall be paid by the District.

## **12.0 OTHER EMPLOYMENT**

Should the Chancellor apply for or become a candidate for any other position during the term of this Agreement, she shall notify the Board President within one week of her application or knowledge of her candidacy.

## **13.0 TERMINATION OF AGREEMENT**

### **13.1 Mutual Consent**

This Agreement may be terminated at any time by mutual consent of the Board and the Chancellor.

### **13.2 For Cause**

This Agreement may be terminated for cause if the Chancellor has substantially and materially breached the terms of this Agreement or committed an act specified in Education Code Section 87732. Prior to exercising this option, the Board shall give the Chancellor sixty (60) days advance written notice of its intention to terminate this Agreement, which shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination or material breach or neglect to perform duties until the Chancellor has had an opportunity to meet with the Board to be heard by way of explanation, defense or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within twenty (20) calendar days after being served the notice of the Board's intention. This hearing shall not be an evidentiary hearing, but the parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied at the hearing by an attorney. The hearing with the Board shall be the Chancellor's exclusive right to any hearing otherwise required by law.

Any decision to terminate for material breach or neglect to perform duties shall be effective upon the date determined by the Board, except that such date shall not be sooner than sixty (60) days after the notice of termination is given to the Chancellor. In the event that the Chancellor is terminated for cause, all rights and obligations of the parties under this Agreement shall be deemed fully satisfied on the effective date of the termination and the Chancellor shall not be entitled to any further benefit under this Agreement, including but not limited to the benefit described in Section 14, subsection (c) below.

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### **13.3 Without Cause**

Notwithstanding any other provision of law or of this Agreement, the Board may, unilaterally and without cause or a hearing, terminate this Agreement upon giving of thirty (30) days prior written notice. In consideration for exercise of this right, the District shall pay the Chancellor for the remainder of the unexpired term of this contract or for eighteen (18) months, whichever is less, a monthly sum equal to the Chancellor's gross monthly salary at the salary rate in effect during her last month of service. In addition, the Chancellor shall be entitled to receive health and welfare benefits at the District's expense for an amount of time commensurate with the amount of time to which the Chancellor is entitled to the above described payment, or until the Chancellor finds other employment which provides health and welfare benefits, whichever occurs first. The parties agree that this paragraph is to be construed consistent with the requirements of Government Code section 53260 *et seq.* The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to the Chancellor resulting from the contract's termination without cause. These liquidated damages represent the Chancellor's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Chancellor's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the Chancellor will be foreclosed from bringing any action or proceeding of any nature against the District.

### **14.0 NOTICE OF NONRENEWAL OF AGREEMENT**

Should the Board decide not to reemploy the Chancellor upon the expiration of the term of this Agreement, it shall notify her in writing at least twelve (12) months prior to the expiration of the term. Failure by the Board to timely notify the Chancellor of a decision to non-renew this Agreement will result in an extension of the terms of this Agreement for one (1) year, from July 1, 2016 to June 30, 2017.

### **15.0 GENERAL PROVISIONS**

#### **15.1 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. The parties also agree that in the event of litigation, venue shall be the proper state or federal court serving Alameda County, State of California.

#### **15.2 Entire Agreement**

This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this agreement.

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This Agreement is intended by the parties to be the sole instrument governing the relationship between the parties unless a provision of law, now or hereinafter enacted, is specifically applicable to this Agreement or to the Board/Chancellor relationship.

**15.3 No Assignment**

The Chancellor may not assign or transfer any rights granted or obligations assumed in this Agreement.

**15.4 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.

**15.5 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.

**15.6 Other**

In the event of a conflict between the terms of this Agreement, or any amendments thereto, and the terms of Board-adopted policies, the terms of this contract shall prevail.

Dated: \_\_\_\_\_

BY \_\_\_\_\_

Dr. Jannett N. Jackson  
Chancellor

Dated: \_\_\_\_\_

BY \_\_\_\_\_

Dr. Arnulfo Cedillo  
President, Board of Trustees

Dated: \_\_\_\_\_

BY \_\_\_\_\_

Dr. Marshall Mitzman  
Secretary, Board of Trustees

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