

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

PROFESSIONAL SERVICES CONTRACT FOR INTERIM EMPLOYMENT

Dr. Guy Lease

**Interim President
Las Positas College**

AGREEMENT

This professional services contract (“Agreement”) is hereby made and entered into by and between the Chabot-Las Positas Community College District, hereinafter referred to as “the District,” acting by and through its Board of Trustees, hereinafter referred to as “Board,” and Dr. Guy Lease, hereinafter referred to as “Interim President.”

It is mutually agreed to by and between the Board and the Interim President as follows:

1.0 TERM OF EMPLOYMENT

The Board hereby employs Dr. Guy Lease as Interim President, Las Positas College. The term of this Agreement shall be effective July 8, 2013, and terminating on September 30, 2013. This contract is entered into pursuant to Title 5, section 53021c (7) of the California Code of Regulations.

2.0 SALARY

The salary for the Interim President shall be \$13,231.57 per month based on 52 days of service, on an annual contract amount of \$200,000.

The Interim President shall render service to the District, with the exception of vacations, District approved holidays, and approved leaves. It is understood that the Interim President is not entitled to receive overtime compensation nor authorized to work beyond the approved days.

3.0 FRINGE BENEFITS

The Interim President shall not be entitled to receive medical, dental, and vision benefits.

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4.0 DUTIES AND RESPONSIBILITIES

The Interim President shall faithfully perform the duties of a community college president as prescribed by the laws of the State of California. The Interim President shall have all powers and perform all duties of the position as prescribed by law, subject to Board approval. The Interim President shall also have those powers and duties that are delegated to the Interim President by the Chancellor or Board pursuant to Education Code Section 70902 subdivision (d). The Interim President shall execute all powers and duties in accordance with the policies adopted by the Board, the rules and regulations of the board of governors of the California Community Colleges, and applicable state and federal law. The Interim President shall use best efforts and shall devote all time necessary to perform the duties of the position, as described in this Agreement.

The duties enumerated below are not inclusive and the Chancellor or Board may modify, add to, or delete duties at their discretion, based upon the needs of the District.

a) **President Responsibilities**

The Interim President of Las Positas College shall be the Chief Executive Officer of Las Positas College and shall report to the Chancellor of the District.

b) **Personnel Responsibilities**

All personnel decisions are recommended to the Chancellor and are subject to the approval of the Board of Trustees. The Interim President shall work collaboratively with the District Office of Human Resources to ensure best practices in the areas of evaluation, documentation, and discipline as well as the consistent implementation of District policies, procedures, and collective bargaining agreements.

c) **Other Duties**

The Interim President shall:

- (1) implement all policies adopted by the Board;
- (2) maintain extraordinary student-centered environment, campus collegiality, and small college climate as the College grows and matures;

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- (3) provide strong visionary leadership with a high degree of personal integrity and commitment to the campus, community, and district;
- (4) demonstrate a clear focus on teaching, learning, and academic excellence as institutional priorities;
- (5) model the value and respect the College has for a multicultural student population and possess a demonstrated understanding of the processes, programs, and services necessary to facilitate their access and success;
- (6) delegate responsibility appropriately and hold individuals accountable;
- (7) lead the College's enrollment management team;
- (8) recruit and retain stellar and diverse talent;
- (9) support the continuing development, implementation, and sustainability of instructional technologies while keeping technology state-of-the art;
- (10) work cooperatively within a multi-college district, shared governance, and collective bargaining environment;
- (11) continue the implementation and evolution of the comprehensive Master Plan;
- (12) champion the College foundation to increase investments, grants, and funding opportunities;
- (13) build upon the solid link between the College and community, represent Las Positas College and the District in the community, and establish and maintain an appropriate community relations program;
- (14) foster trust and respect among all members of the College community;
- (15) demonstrate effective communication and listening skills;
- (16) demonstrate a thorough understanding of the core value of shared governance and each constituencies' role in the process;

- (17) possess a genuine appreciation and encouragement of student and staff diversity, and sensitivity to broader, related issues;
- (18) operate within the context of the California Community College funding, regulations, and shared governance expectations;
- (19) prepare all recommendations/resolutions that include Las Positas College and submit them as recommendations to the Chancellor with final approval subject to Board of Trustees approval;
- (20) direct, coordinate, and provide overall leadership for all the programs of Las Positas College, including curriculum, instruction, supervision, finance, business administration, resource development, maintenance and operations, student personnel, faculty and classified personnel, administration, and collective bargaining;
- (21) provide for the development and improvement of physical facilities;
- (22) evaluate or cause to be evaluated employees yearly as provided for by California law, Board policy, and applicable collective bargaining agreements;
- (23) advise the Chancellor of all possible sources of funds that might be available to implement present or contemplated District programs;
- (24) supervise preparation of the annual college budget, submit the budget to the Chancellor and administer expenditures under the budget;
- (25) provide for continued accreditation with, and membership in, appropriate agencies and associations;
- (26) maintain and improve professional competence;
- (27) serve as liaison between Las Positas College and the Chancellor or designee with respect to all employer-employee relations matters;
- (28) provide for preparation and submission of all reports required by local, state, and national agencies; and
- (29) provide leadership in long-range planning for Las Positas College.

5.0 VACATIONS, HOLIDAYS, AND LEAVES

The Interim President shall accrue leave on a monthly basis as follows: 1.833 days per month of vacation leave, prorated by FTE. In addition, the Interim President is entitled to one (1) day per month of sick leave, prorated by FTE. The Interim President shall also be entitled to all other leaves and holidays provided to all District Administrative employees.

6.0 PROFESSIONAL MEETINGS

The Interim President is encouraged to attend appropriate professional meetings at local, state, and national levels. Reasonable expenses so incurred shall be reimbursed to the President in accordance with applicable District policy. The Interim President shall periodically report to the Chancellor her appraisal of such meetings. Cost of memberships and affiliated costs associated with membership in community and professional organizations will be covered or reimbursed by the District for the term of the Agreement.

7.0 AUTOMOBILE ALLOWANCE

The President 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. The President shall be on call twenty-four (24) hours each day in the proper performance of the duties of the position and shall maintain an automobile in a continuously operable and reasonably safe condition. The Board shall pay the Board-adopted per mile rate for all travel conducted in the performance of the assigned duties of the Interim President. It is further recognized by the Board and the Interim President that the Board's adopted rate of automobile reimbursement per mile may not fully reimburse the President for actually incurred expenses.

8.0 GENERAL EXPENSES

The District shall reimburse the Interim President for documented actual and necessary business expenses incurred on behalf of the District including, but not limited to, business-related travel (lodging, meals, parking, tolls); and the costs of attendance at meetings or events of fraternal, business, or civic organizations. All such expenses shall be as permitted by District policy or incurred with prior approval of the Chancellor. Such expenses shall not exceed the amount set forth in the approved budget, or in a Board authorized auxiliary services account established to cover expenses associated with events/activities that promote the college.

9.0 LIABILITY FOR TAXES

Notwithstanding any other provision of this Agreement or Agreements referenced herein, the District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to the Interim Chancellor, any designated beneficiary hereunder, the heirs, administrators, executors, successors, and assigns of the Interim Chancellor. The Interim 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.

10.0 TERMINATION OF AGREEMENT

This contract is terminated upon the voluntary resignation of the Interim President, or upon its termination by the Board, with or without cause.

10.1 Voluntary Resignation: Contract termination based on voluntary resignation will be effective on a date mutually agreed between the District and the Interim President.

10.2 Termination of Contract: The Board may terminate the Interim President's contract without cause. The Board shall do so only after providing him a minimum of two (2) calendar week's written notice.

11.0 Reassignment: To meet the educational or administrative needs of the District, during the term of the contract, the duties and/or title of Dr. Lease may be changed, or the Interim President may be reassigned to another position in the District. The salary provided under this contract would continue until the expiration of the contract.

12.0 Entire Agreement: This instrument contains the entire agreement of the parties and supersedes all prior and contemporaneous, oral or written agreements, understandings, and the like between the parties, including, without limitation any letter offering employment.

13.0 Severability: If any term or provision of this Agreement is to any extent held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions of the Agreement shall continue in effect

14.0 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.

- 15.0** Other Provisions: All terms and conditions of employment not specifically provided for by this Agreement shall be in accordance with the policies, rules, and regulations of the Board.
- 16.0** Advice of Counsel: The parties acknowledge that they each have the right to obtain independent legal advice regarding the terms of this Agreement before accepting its terms. By their signatures below, the Parties accept that they have obtained such advice or expressly and voluntarily have waived their right to do so.
- 17.0** 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.
- 18.0** This Agreement shall be construed and interpreted under the laws of the State of California.

Dated: _____

BY _____

Dr. Guy Lease
Interim President, Las Positas College

Dated: _____

BY _____

Dr. Arnulfo Cedillo
President, Board of Trustees

Dated: _____

BY _____

Dr. Marshall Mitzman
Secretary, Board of Trustees

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