

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

**DR. BARRY A. RUSSELL**

**CONTRACT OF EMPLOYMENT  
President, Las Positas College**

**AGREEMENT**

This Agreement is hereby made and entered into by and between the Chabot-Las Positas Community College District, hereinafter referred to as “the District,” and Dr. Barry A. Russell, hereinafter referred to as “President.”

**1.0 TERM OF EMPLOYMENT**

The District hereby employs Dr. Barry A. Russell beginning November 25, 2013, and terminating on June 30, 2016, subject to the terms and conditions set forth below.

**2.0 HOURS OF WORK**

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

**3.0 SALARY**

The President shall be employed as a full-time employee of the District with an annual salary of \$198,000.

The District’s Board of Trustees, hereinafter “Board” reserves the right to adjust the President’s annual salary during the term of this Agreement. Such adjustments shall be at the sole discretion of the Board, but it shall not reduce the President’s annual salary. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

**4.0 FRINGE BENEFITS**

The President shall be entitled to receive the same fringe benefits, such as health insurance, dental insurance, vision insurance, disability insurance, life insurance, and state retirement as are provided to the District’s management personnel. Changes in the fringe benefits provided to all management personnel shall apply to the President and do not constitute a violation of the terms of this Agreement.

Pursuant to Board Policy 4033, all eligible employees hired on or after January 1, 2013, will be subject to the District's current Health Reimbursement Account, and said employees will not be eligible for District life time benefits.

## **5.0 DUTIES AND RESPONSIBILITIES**

The President shall faithfully perform the duties of a community college president as prescribed by the laws of the State of California. The President shall have all powers and perform all duties of the position as prescribed by law, subject to Board approval. The President shall also have those powers and duties that are delegated to him by the Chancellor or Board pursuant to Education Code Section 70902 subdivision (d). The 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 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 President of Las Positas College shall be the Chief Executive Officer of the 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 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 President shall:

- (1) implement all policies adopted by the Board;
- (2) provide strong visionary leadership with a high degree of personal integrity and commitment to the campus, community, and district;

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- (3) demonstrate a clear focus on teaching, learning, and academic excellence as institutional priorities;
- (4) 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;
- (5) delegate responsibility appropriately and hold individuals accountable;
- (6) serve as an advocate for the College and promote it in the media and community;
- (7) recruit and retain stellar and diverse talent, including the ability to recruit and hire a dedicated and productive management staff and to lead and motivate an entire management team;
- (8) demonstrate the ability to use effectively the strengths and talents of individuals in the campus community;
- (9) foster trust and respect among all members of the College community;
- (10) demonstrate effective communication and listening skills;
- (11) demonstrate a thorough understanding of the core value of shared governance and each constituencies' role in the process;
- (12) support the continuing development, implementation, and sustainability of instructional technologies while keeping technology state-of-the art;
- (13) possess a genuine appreciation and encouragement of student and staff diversity, and sensitivity to broader, related issues;
- (14) work cooperatively within a multi-college district, shared governance, and collective bargaining environment;
- (15) continue the implementation and evolution of the comprehensive Master Plan;

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- (16) champion the College foundation to increase investments, grants, and funding opportunities;
- (17) maintain high visibility on campus and in the community, represent Las Positas College and the District in the community;
- (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;

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- (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.

## **6.0 EVALUATION**

No later than April, the Chancellor shall annually evaluate the performance of the President. The evaluation shall be based upon the President's job description, the duties described in this Agreement, the President's goals and objectives for that year, and the President's working relationship with the Chancellor and other administrators. The Chancellor will report to the Board on the President's evaluation. The President shall develop annual management objectives. These objectives shall be reduced to writing and shall be consistent with the duties and responsibilities set forth in this Agreement, Board policies, and any other criteria mutually agreed upon by the parties. These objectives, along with compliance with this contract and performance of the duties described herein, shall be the basis for evaluation of the President.

The President shall meet with the Chancellor to develop written objectives as part of the evaluation process.

A failure to timely or properly evaluate the President shall not extend the term of this Agreement nor constitute a violation of this Agreement. A failure to evaluate the President shall not preclude the Board from giving notice of termination or nonrenewal of this Agreement in accordance with Sections 13 and/or 14 of this Agreement.

## **7.0 VACATIONS AND LEAVES**

The President shall accrue and receive twenty-two (22) days of vacation and twelve (12) days of sick leave per year and shall be entitled to all other leaves provided to District administrators. No more than thirty-one (31) days of vacation time may be accumulated at one time. Vacation must be scheduled at a time convenient to the operations of the District. At the time of separation, accumulated vacation, if any, will be paid at the current per diem rate of the President's salary.

In addition to leaves granted to administrative employees, the President shall receive five (5) days paid leave annually for personal or professional purposes. The above leaves will be prorated by the President's start and end date.

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## **8.0 PROFESSIONAL MEETINGS**

The 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 President shall periodically report to the Chancellor on such professional activities.

Cost of memberships and affiliated costs associated with membership in community and professional organizations will, subject to approval by the Chancellor and the requirements of Section 10 of this Agreement, be covered or reimbursed by the District for the term of the Agreement.

## **9.0 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 President. Travel costs associated with the President's regular, daily commute to and from Las Positas College are not reimbursable travel expenses. It is further recognized by the Board and the President that the Board's adopted rate of automobile reimbursement per mile may not fully reimburse the President for actually incurred expenses.

## **10.0 GENERAL EXPENSES AND ACCOUNTABILITY OF EXPENSES**

The District shall reimburse the 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); the costs of membership in community service and professional organizations, including professional dues and expenses; 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.

In addition, an expense allowance of one thousand two hundred forty-five dollars (\$1,245) will be provided monthly (\$14,940 annually) for in-District expenses. The expense allowance will be prorated by the President's start and end date.

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## **11.0 PHYSICAL EXAMINATION**

The Board may require the President to pass satisfactorily 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 President; however, the examining physician shall advise the Board in writing of the President's continued physical fitness to perform the duties of President.

The President agrees to execute all appropriate medical releases to allow the District's medical provider(s) to review prior medical records of the President 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.

In the event that the examining physician advises the Board that the President is unable to continue to perform the duties of President, the President then agrees to execute the medical releases necessary to allow the Board-appointed medical provider(s) access to all medical documents/information related to the fitness for duty evaluation and to cooperate in any further fitness for duty examinations as needed.

## **12.0 ADDITIONAL COMPENSATION AND OTHER EMPLOYMENT**

The President shall receive written permission from the Chancellor before agreeing to accept any additional compensation for activities such as honoraria, consultation fees, or other remuneration relating to the President's role as President of Las Positas College. The Chancellor shall inform the Board in writing whenever such permission is given.

Should the President apply for or become a candidate for any other position during the term of this Agreement, the President shall notify the Chancellor within one (1) week of his application or knowledge of his candidacy.

## **13.0 TERMINATION OF AGREEMENT**

a) Mutual Consent

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

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b) For Cause

This Agreement may be terminated for cause if the President has materially breached the terms of this Agreement, has neglected to perform the duties under it, or committed an act specified in Education Code Section 87732. Prior to exercising this option, the Board shall give the President 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 President 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 with the notice of the Board's intention.

This conference with the Board 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 conference with the Board shall be the President'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. In the event that the President 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 President shall not be entitled to any further benefit under this Agreement, including but not limited to the benefit described in Section 13, subsection (c) below.

c) 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 to President, for the remainder of the unexpired term of this contract or for eighteen (18) months, whichever is less, a monthly sum equal to the President's gross monthly salary at the salary rate in effect during his last month of service. In addition, the President shall be entitled to receive health, welfare, and life insurance benefits at the District's expense for an amount of time commensurate with the amount of time to which the President is entitled to the above described payment or until the President finds other employment that provides health and welfare benefits, whichever occurs first.

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The parties agree that this paragraph is to be construed consistently 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 President resulting from the contract's termination without cause.

These liquidated damages represent the President's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of President's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the President will be foreclosed from bringing any action or proceeding of any nature against the District.

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

Should the Board decide not to reemploy the President upon the expiration of the term of this Agreement, it shall notify the President in writing at least twelve (12) months prior to the expiration of the term. Failure by the Board to timely notify the President of a decision to non-renew this Agreement will result in an extension of the terms of this Agreement for one (1) academic year. This termination date shall apply in calculating any payments made pursuant to Section 13(c), in the event that the contract is terminated without cause after it has been extended by operation of this Section.

#### **15.0 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 President, any designated beneficiary hereunder, the heirs, administrators, executors, successors, and assigns of the President. The President 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.

#### **16.0 GENERAL PROVISIONS**

a) 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.

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b) 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.

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/President relationship.

c) No Assignment

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

d) 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.

e) 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.

f) 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: \_\_\_\_\_

BARRY A. RUSSELL  
President

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

BY: \_\_\_\_\_

JANNETT N. JACKSON  
Chancellor

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

BY: \_\_\_\_\_

ARNULFO CEDILLO  
President, Board of Trustees

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

BY: \_\_\_\_\_

MARSHALL MITZMAN  
Secretary, Board of Trustees