

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

Julia A. Dozier

**CONTRACT OF EMPLOYMENT
District Executive Director, Economic Development and Contract Education**

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 Julia A. Dozier, hereinafter referred to as “District Executive Director, Economic Development and Contract Education.”

1.0 TERM OF EMPLOYMENT

The District hereby employs District Executive Director, Economic Development and Contract Education beginning July 1, 2015, and terminating on June 30, 2016, subject to the terms and conditions set forth below. The District Executive Director, Economic Development and Contract Education is an Executive Contract position.

2.0 HOURS OF WORK

The District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education will require more than eight (8) hours a day and/or forty (40) hours per work week. The District Executive Director, Economic Development and Contract Education is not entitled to receive overtime compensation.

3.0 SALARY

The District Executive Director, Economic Development and Contract Education shall be employed as a full-time employee of the District with an annual salary of \$180,068. The District Executive Director, Economic Development and Contract Education’s salary shall be paid in twelve (12) equal monthly installments.

The District’s Board of Trustees (hereinafter “Board”) reserves the right to adjust the District Executive Director, Economic Development and Contract Education’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 District Executive Director, Economic Development and Contract Education’s annual salary. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

Initials _____

4.0 FRINGE BENEFITS

The District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education and do not constitute a violation of the terms of this Agreement.

5.0 DUTIES AND RESPONSIBILITIES

The Administrator shall faithfully perform the duties of a community college District Executive Director, Economic Development and Contract Education as prescribed by the laws of the State of California. The District Executive Director, Economic Development and Contract Education shall have all powers and perform all duties of the position as prescribed by law, subject to Board approval. The District Executive Director, Economic Development and Contract Education shall also have those powers and duties that are delegated to her by the Chancellor or Board pursuant to Education Code Section 70902 subdivision (d). The District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education 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) **District Executive Director, Economic Development and Contract Education Responsibilities**

The District Executive Director, Economic Development and Contract Education shall report to the Chancellor or Designee.

Under direction, the District Executive Director, Economic Development and Contract Education is the responsible for the overall leadership of the District’s contract education and economic development programs as described in the attached position description and incorporated into this Agreement.

The District Executive Director, Economic Development and Contract Education shall perform the duties as prescribed by the laws of the State of California; the policies, administrative rules and procedures of the District; and, the District’s job description.

b) **Personnel Responsibilities**

All personnel decisions are recommended to the Chancellor or Designee, and are subject to the approval of the Board of Trustees. The District Executive Director, Economic Development and Contract Education 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) **Right to Reassign**

Notwithstanding any other provision of this Agreement, District may, at its sole discretion reassign the District Executive Director, Economic Development and Contract Education to a different administrative position of equal salary. A reassignment pursuant to this paragraph shall not constitute the creation of a new Agreement nor shall it extend the term of this Agreement

6.0 EVALUATION

No later than January for the term of this Agreement, the Chancellor or designee shall annually evaluate the performance of the District Executive Director, Economic Development and Contract Education. The evaluation shall be based upon the District Executive Director, Economic Development and Contract Education’s job description, the duties described in this Agreement, the District Executive Director, Economic Development and Contract Education’s goals and objectives for that year, and the District Executive Director, Economic Development and Contract Education’s working relationship with the Chancellor and other administrators. The Chancellor will report to the Board on the District Executive Director, Economic Development and Contract Education’s evaluation.

The District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education.

The District Executive Director, Economic Development and Contract Education shall meet with the Chancellor or designee to establish objectives and shall develop written objectives as part of the evaluation process.

A failure to timely or properly evaluate the District Executive Director, Economic Development and Contract Education shall not extend the term of this Agreement nor constitute a violation of this Agreement.

A failure to evaluate the District Executive Director, Economic Development and Contract Education shall not preclude the Board from giving notice of termination or nonrenewal of this Agreement in accordance with Sections 12 and/or 13 of this Agreement.

7.0 VACATIONS AND LEAVES

The District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education's salary.

8.0 PROFESSIONAL MEETINGS

The District Executive Director, Economic Development and Contract Education is encouraged to attend appropriate professional meetings at local, state, and national levels. Reasonable expenses so incurred shall be reimbursed to the District Executive Director, Economic Development and Contract Education in accordance with applicable District policy. The District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education. Travel costs associated with the District Executive Director, Economic Development and Contract Education's regular, daily commute to and from Chabot College are not reimbursable travel expenses. It is further recognized by the Board and the District Executive Director, Economic Development and Contract Education that the Board's adopted rate of automobile reimbursement per mile may not fully reimburse the District Executive Director, Economic Development and Contract Education for actually incurred expenses for work-related travel outside the District. Travel within the District is included in the expense allowance of two-hundred dollars (\$200) pursuant to Section 10.0.

10.0 GENERAL EXPENSES AND ACCOUNTABILITY OF EXPENSES

The District shall reimburse the District Executive Director, Economic Development and Contract Education 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 District.

In addition, an expense allowance of two-hundred dollars (\$200) will be provided monthly (\$2400 annually) for in-District expenses. The District Executive Director may receive reimbursement for these additional costs upon production of receipts, at the mileage rate allowed by federal law.

11.0 ADDITIONAL COMPENSATION AND OTHER EMPLOYMENT

The District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education's role. The Chancellor shall inform the Board in writing whenever such permission is given.

Should the District Executive Director, Economic Development and Contract Education become a candidate for any other position during the term of this Agreement, the District Executive Director, Economic Development and Contract Education shall notify the Chancellor within one week of his knowledge of candidacy.

12.0 TERMINATION OF AGREEMENT

a) Mutual Consent

This Agreement may be terminated at any time by mutual consent of the Board and the District Executive Director, Economic Development and Contract Education.

b) For Cause

This Agreement may be terminated for cause if the District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education 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 the next available Board meeting 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 District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education 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 District Executive Director, Economic Development and Contract Education, for the remainder of the unexpired term of this contract or for six (6) months, whichever is less, a monthly sum equal to the District Executive Director, Economic Development and Contract Education's gross monthly salary at the salary rate in effect during her last month of service.

In addition, the District Executive Director, Economic Development and Contract Education shall be entitled to receive health benefits at the District's expense for an amount of time commensurate with the amount of time to which the District Executive Director, Economic Development and Contract Education is entitled to the above described payment or until the District Executive Director, Economic Development and Contract Education finds other employment that provides health and welfare benefits, whichever occurs first. 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 District Executive Director, Economic Development and Contract Education resulting from the contract's termination without cause. These liquidated damages represent the District Executive Director, Economic Development and Contract Education's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of District Executive Director, Economic Development and Contract Education's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the District Executive Director, Economic Development and Contract Education will be foreclosed from bringing any action or proceeding of any nature against the District.

13.0 NONRENEWAL OF AGREEMENT

Should the Board decide not to reemploy the District Executive Director, Economic Development and Contract Education upon the expiration of the term of this Agreement, it shall notify the District Executive Director, Economic Development and Contract Education in writing by March 15, 2016. Failure by the Board to timely notify the District Executive Director, Economic Development and Contract Education 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 12(c), in the event that the contract is terminated without cause after it has been extended by operation of this Section.

Initials _____

14.0 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 District Executive Director, Economic Development and Contract Education, any designated beneficiary hereunder, the heirs, administrators, executors, successors, and assigns of the District Executive Director, Economic Development and Contract Education.

The District Executive Director, Economic Development and Contract Education 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.

15.0 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.

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/District Executive Director, Economic Development and Contract Education relationship.

c) No Assignment

The District Executive Director, Economic Development and Contract Education 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: _____

JULIA A. DOZIER
District Executive Director,
Economic Development and
Contract Education

Dated: _____

BY: _____

JANNETT N. JACKSON
Chancellor
Chabot-Las Positas
Community College District