

PERALTA COMMUNITY COLLEGE DISTRICT

AGREEMENT FOR EMPLOYMENT OF CHANCELLOR EMERITUS

This Agreement for Employment of Chancellor Emeritus ("Agreement") is made and entered into this 28th day of April, 2015, by and between the Board of Trustees of the Peralta Community College District ("District") or ("Board") and José M. Ortiz, Ed.D. ("Dr. Ortiz/Chancellor Emeritus").

RECITALS

A. The District and Dr. Ortiz entered into an Agreement for Employment of Chancellor dated June 12, 2012 ("Chancellor Employment Agreement"), which will expire on June 30, 2105.

B. The District desires to employ, by contract, the services of Dr. Ortiz as Chancellor Emeritus for a short period to assist in the transition to the next Chancellor or Interim Chancellor ("Incoming Chancellor") of the District.

C. Dr. Ortiz desires to assist the District with the transition to the Incoming Chancellor of the District; and

D. It is the desire of the District to provide certain compensation and benefits; and establish certain conditions of employment for the position of Chancellor Emeritus through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

TERMS

I. Appointment of Chancellor Emeritus:

The Board hereby appoints José M. Ortiz, Ed.D. to the position of Chancellor Emeritus for the Peralta Community College District and Dr. Ortiz hereby accepts such appointment under the terms and conditions of this Agreement.

II. Term of Agreement:

A. The term of this Agreement shall be for one month commencing on July 1, 2015, and ending on July 31, 2015.

III. At-Will Employment:

Chancellor is an "at-will" employee, employed by contract who shall serve at the pleasure of the Board. Accordingly, the Board may terminate Chancellor's employment under this Agreement at any time, with or without cause. This provision may not be altered except by a written instrument executed by Chancellor, and formally approved by the Board, which

specifically references this Agreement and Section.

IV. Duties and Responsibilities:

A. Chancellor Emeritus will not be responsible for the day-to-day operations of the District during the term of this Agreement. Chancellor Emeritus will advise, counsel and assist the Incoming Chancellor of the District and the Secretary to the Board of Trustees, who shall have the primary responsibility for the execution of board policies and day-to day operations of the District.

B. Chancellor Emeritus shall report to the Incoming Chancellor and shall advise the Incoming Chancellor on the proper administration of affairs of the District.

V. Hours of Work:

Chancellor Emeritus shall be an exempt employee under FLSA and shall not receive overtime or extra compensation for work performed outside normal business/office hours. The Chancellor Emeritus shall be available for periodic consultation at the request of the Incoming Chancellor as he or she manages the District's business. The Chancellor Emeritus shall not be restricted to the District's facilities to perform his duties.

VI. Termination of Employment:

A. Termination by Chancellor Emeritus: Chancellor Emeritus may terminate this Agreement and his employment with the District for any or no reason, by giving the Board at least ten (10) days written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect. Chancellor Emeritus shall continue to receive and be entitled to his prorated salary and benefits up until the effective date of the termination.

B. Termination by the Board: The Board may terminate this Agreement for any or no reason, by giving the Chancellor Emeritus at least ten (10) days written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect. In the event the Board terminates this Agreement, Chancellor Emeritus will be entitled only to the one-time salary payment and benefits described in Article VII of this agreement.

VII. Compensation and Benefits:

A. Salary: Chancellor Emeritus shall be paid a one-time salary payment equal to one month of his ending base salary while serving the District as Chancellor in the prior fiscal year. The one time salary payment shall be Twenty-Three Thousand Three Hundred Thirty-Three dollars and Zero cents. The Chancellor Emeritus' salary shall be payable at the time payroll is paid for other management employees in the month of July 2015.

Agreement for Employment of Chancellor Emeritus

Peralta Community College District

Initial: _____, Ortiz

Initial: _____, District

B. Additional Consideration/Benefits: In addition to the compensation provided above, the District agrees to provide the following to Chancellor in consideration for the services provided pursuant to this Agreement

1. Except as otherwise provided for in this Agreement, the District shall provide Chancellor Emeritus the same benefits as provided to management/confidential employees and as they may be amended from time to time.

2. Chancellor Emeritus shall be entitled to all health, dental, retirement, sick leave, holidays and life insurance benefits afforded to all District management/confidential employees. Chancellor Emeritus shall be eligible for retirement benefits upon the same terms as those benefits are provided for District employees.

3. Chancellor Emeritus shall be entitled to two (2) working days of paid vacation during the term of this Agreement.

4. Tax Deferred Annuity/ Deferred Compensation: In addition to the salary above, Chancellor Emeritus shall receive Ten Thousand dollars (\$10,000.00) for the purpose of funding a 403(b) tax deferred annuity plan and/ or a 457 deferred compensation plan. Chancellor Emeritus shall receive a lump sum payment for this purpose no later than July 31, 2015.

VIII. Travel Reimbursement:

Chancellor Emeritus shall not receive a monthly automobile allowance. Chancellor Emeritus shall be entitled to receive mileage reimbursement at the IRS approved rate and per diem for any job related travel approved by the Incoming Chancellor.

IX. Indemnification:

The District shall defend, hold harmless and indemnify Chancellor Emeritus against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Chancellor Emeritus' duties in accordance with state law and the provisions of the District's Memorandum of Understanding with its liability insurance carrier, as may be amended from time to time.

X. Notices:

Notices pursuant to this Agreement shall be in writing and served by mail via the United States Postal Service, first class postage prepaid, addressed as follows:

Agreement for Employment of Chancellor Emeritus
Peralta Community College District
Initial: _____, Ortiz
Initial: _____, District

The District:
Peralta Community College District
Board of Trustees
Attention: Board President
333 East 8th Street
Oakland, California 94606

Chancellor Emeritus:
José M. Ortiz, Ed.D.
241 Wildwood Avenue
Piedmont, CA 94610

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of mailing of such written notice, postage prepaid, with the United States Postal Service.

XI. Miscellaneous:

A. Entire Agreement: The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.

B. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. Governing Law: This Agreement shall be governed by the laws of the State of California.

D. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

E. This Agreement may be executed in counterparts containing original signatures.

IN WITNESS WHEREOF, the parties have entered into this Employment Agreement as of the day and year first written above and hereby indicate their acceptance and agreement to the terms contained herein by their signatures below.

CHANCELLOR:

Agreement for Employment of Chancellor Emeritus
Peralta Community College District
Initial: _____, Ortiz
Initial: _____, District

José M. Ortiz, Ed.D., Chancellor Emeritus

Date

DISTRICT:

Meredith Brown, President

Date

Board of Trustees
Peralta Community College District

Approved as to legal form:

Nitasha Sawhney
Acting General Counsel
Peralta Community College District

Date