

EMPLOYMENT AGREEMENT – CHANCELLOR

Riverside Community College District, hereinafter referred to as "District" and Gregory W. Gray, hereinafter referred to as "Chancellor", in consideration of the mutual promises made herein, agree as follows:

ARTICLE I. EMPLOYMENT

Section 1.1 The Governing Board of the District, hereinafter referred to as "Board", hereby agrees to employ the Chancellor, and Chancellor hereby accepts employment as the Chancellor of the District, upon the terms and conditions set forth herein.

ARTICLE 2. DUTIES AND OBLIGATIONS OF CHANCELLOR

General Duties - Section 2.1.

Chancellor shall serve as the Chancellor of the Riverside Community College District. In this capacity, Chancellor shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of the District, subject at all times to applicable laws and Board policies, and subject to the consent of the Board when required by the terms of this Agreement or by law or Board policy.

Specific Duties - Section 2.2.

Subject to approval by the Board, Chancellor shall have the additional responsibilities of organizing, reorganizing, and arranging the administrative and supervisory staff in a manner which, in his judgment would best serve the District, and determining all personnel matters, including selection, assignment, and transfer of employees. Chancellor, or his designee, shall perform the following duties:

- (a) Review all policies under consideration by the Board and make appropriate recommendations to the Board;
- (b) Take responsibility for and evaluate all employees under California law and Board policy;
- (c) To the extent permitted by applicable law, the Board hereby delegates to Chancellor, the authority to act on its behalf with regard to all personnel and disciplinary matters, including but not limited to, the authority to accept resignations pursuant to Education Code Sections 87730 and 88201, and issue notices of unsatisfactory performance and unprofessional conduct pursuant to Education Code Section 87734;
- (d) Advise the Board of all potential sources of funds that might be available to implement present or contemplated District programs;
- (e) Endeavor to maintain and improve professional competence by all appropriate means, including subscription to and reading of appropriate periodicals and joining and participating in appropriate professional associations and their activities;
- (f) Establish and maintain an appropriate community relations program;
- (g) Serve as liaison between the Board and the Board's representatives with respect to all employer-employee matters, and make recommendations to the Board concerning those matters;
- (h) May teach up to one (1) class per semester without additional compensation, as determined in the Chancellor's professional discretion (the Board shall have no power to require the Chancellor to engage in any such teaching); and

(i) Such other duties, which are customarily performed by individuals serving in the Chancellor capacity, as required of him by law, or as may be granted to or imposed upon him by the Board.

Outside Activities - Section 2.3.

Chancellor shall focus his professional time, ability, and attention to the District business during the term of this contract. Following consultation with the Board, Chancellor may engage in outside consulting services, provided they in no way materially interfere with his duties as Chancellor. However, the expenditure of reasonable amounts of time not in conflict with District needs and interests for educational, charitable, or professional activities shall not be deemed a breach of this Agreement and shall not require prior consultation with the Board.

ARTICLE 3. OBLIGATIONS OF DISTRICT

Evaluation - Section 3.1.

The District shall provide Chancellor with the compensation, incentives, benefits, and business expense reimbursements specified elsewhere in this Agreement. The Board shall annually conduct an evaluation of Chancellor, either by the full Board or by a committee thereof. Said evaluation shall consist of, at least, an oral conference to review Chancellor's performance and shall occur on or about April 15th of each year this agreement is in effect.

Performance Objectives - Section 3.2.

As an additional evaluation procedure, and in the discretion of the Board, on or about April 15 of each school year, the parties may meet to establish Chancellor's performance objectives for the following academic year. If such performance objectives

are established, they shall be reduced to writing and shall be based on the duties and responsibilities set forth in this Agreement and any other criteria mutually agreed upon by the parties or determined by the Board.

ARTICLE 4. SALARY OF CHANCELLOR

Annual Salary - Section 4.1.

The Chancellor shall receive a salary of Two Hundred Sixty Thousand Dollars (\$260,000.00) per year, effective July 1, 2009, payable not less than monthly during the employment term. This salary shall be reviewed each year hereafter, during the Board of Trustee's annual review of the Chancellor, for possible increase.

Modification to Salary - Section 4.2.

Chancellor shall receive such annual increases in salary as may be determined by the Board in its sole discretion. In no case shall Chancellor's compensation and fringe benefits as set forth in this Agreement be less than those received in the first year of this Agreement.

ARTICLE 5. BENEFITS

Annual Vacation - Section 5.1.

Chancellor shall be entitled to twenty-two (22) days of vacation time each year without loss of compensation. Accrued vacation time shall be payable in accordance with the management handbook or upon termination of assignment.

Medical Health Plan - Section 5.2.

The District shall provide Chancellor with a medical health plan equivalent to the highest employee group package.

Sick Leave - Section 5.3.

Chancellor shall receive twelve (12) days of sick leave per year on an annual basis in accordance with Board Policy.

Housing Allowance - Section 5.4.

The Chancellor shall receive a housing allowance of Two Thousand Dollars (\$2,000.00) per month for up to a maximum of four (4) years, ending no later than June 30, 2013. (The allowance shall terminate thirty (30) days after purchase by the District of a Chancellor residence. Should the Board determine it is in the District's best interest to purchase such a residence, the residence shall remain District property and Chancellor shall be allowed to live there so long as he remains Chancellor of the District.) This allowance is being provided on a limited basis due to current economic conditions.

Long Term Disability - Section 5.5.

The District shall pay the premium for a long-term disability insurance policy for the Employee. This policy shall provide for Employee to receive two-thirds (2/3) of his salary, following a 180-day waiting period. The District may self-insure this obligation. The coverage shall continue until the Employee leaves the District, or, reaches age 70, whichever comes first. "Disability" is defined as illness or injury certified by a District selected physician, which prevents the Employee from being employed. The District's obligation to provide long-term disability benefits shall be reduced by any PARS/PERS/STRS disability retirement benefits to which Employee is entitled, so that by coordinating the benefits, he/she will receive two-thirds (2/3) of his salary. While Employee is disabled during the 180-day waiting period (following exhaustion of any

accrued sick leave), the District shall pay the pro rata share of eighty-five percent (85%) of his monthly salary during the first thirty (30) days, seventy-five percent (75%) of his monthly salary during the next thirty (30) days, and sixty-six percent (66%) of his monthly salary during the remaining four (4) months of the waiting period.

Other Benefits - Section 5.6.

Except as otherwise provided in this Agreement, Chancellor shall be entitled to all benefits generally provided to management employees of the District, including a life insurance policy in the amount of \$100,000, retirement contributions, and such other benefits as are regularly provided to such employees.

Physical Examination - Section 5.7.

Chancellor agrees to undergo a comprehensive medical examination once every two years during his employment with the District beginning in the first year of employment. Said examination shall be made by a licensed physician mutually approved by the Board and Chancellor. If Chancellor and Board cannot agree upon a physician, the Board shall then have the right to order said examination by a physician of its choice. The Board may request a written report from the physician of said examination, indicating the Chancellor's ability to perform his regular duties, and the information contained therein shall be kept confidential. The costs of the medical examination, and any reports, shall be paid in full by the District.

ARTICLE 6. BUSINESS EXPENSES

Reimbursement of Business Expenses - Section 6.1.

The District shall pay the Chancellor One Thousand Two Hundred Dollars (\$1,200.00) per month during the term of this Agreement to reimburse Chancellor for

such business expenses as he may incur in connection with District business, but excluding business or other travel-related expenses (e.g., hotel and airfare costs) on District business outside Riverside, San Bernardino, Los Angeles, and Orange Counties of the State of California. The District shall have no obligation to reimburse the Chancellor for business expenses that he incurs in excess of One Thousand Two Hundred Dollars (\$1,200.00) in a single calendar month. Travel outside of the State of California, and beyond 500 miles from the Chancellor's office of record, is subject to the Board's prior approval.

Automobile Allowance - Section 6.2.

The District shall pay Chancellor Eight Hundred Dollars (\$800.00) per month as an allowance for use of his personal automobile on District business. This reimbursement shall be construed as covering all travel inside of the Riverside, San Bernardino, Los Angeles, and Orange counties. Travel outside of these counties on District business shall be reimbursed at the Board approved rate.

Reimbursement of Moving and Temporary Living Expenses - Section 6.3.

The District shall reimburse employee reasonable and necessary moving and temporary living expenses incurred in accordance with moving expense guidelines provided by Diversity and Human Resources and upon approval of the President of the Board of Trustees.

ARTICLE 7. TERM AND TERMINATION

Term - Section 7.1.

The Board hereby employs Chancellor, commencing on July 1, 2009 and continuing for a term of four (4) years unless otherwise terminated or extended.

Dismissal for Cause - Section 7.2.

During the term of this Agreement, Chancellor may be dismissed for cause upon written notice to Chancellor, by the Board. If Chancellor disputes the cause, cause shall be determined following a hearing conducted by an independent, impartial arbitrator, whose decision shall be final and binding upon the parties. Chancellor must file a request for arbitration within ten (10) days of the date of Notice from the Board. The arbitrator shall be selected from a list of seven (7) supplied by the State Mediation and Conciliation Service. If the parties are unable to agree on an arbitrator, they shall strike names on that list until such time as there is only one name remaining. This person shall arbitrate the matter pursuant to the Expedited Labor Arbitration rules of the American Arbitration Association. Any arbitrator selected must be able to hear the matter within thirty (30) days of selection and render a decision within fifteen (15) days of the close of the hearing. If it is determined that there was cause for dismissal, Chancellor shall only be entitled to receive compensation earned (including accrued vacation), but unpaid, for actual work performed as of the date of termination by the Board. If it is determined that there was not cause for termination, Chancellor shall only be entitled to the salary and benefits that would have been paid to him pursuant to this Agreement.

Dismissal Without Cause - Section 7.3.

During the term of this Agreement, the Board may terminate this Agreement without cause or right of appeal or hearing by paying Chancellor the monetary equivalent of all salary and health benefits which would be due him for the remainder of the term of the Agreement, except that health benefits shall cease upon his obtaining other employment. Any such termination shall require a majority vote of the Board. However, if the unexpired term of the Agreement is greater than twelve (12) months, the maximum salary and health benefits to which Employee shall be entitled shall be: (1) an amount equal to his monthly salary, multiplied by twelve (12); and (2) continuation of health benefits for twelve (12) months or until Employee finds other employment, whichever occurs first. Any such termination under this section shall require a majority vote of the Board of Trustees. Accordingly, Employee hereby waives all rights and interests contained in provisions of the California Education Code or elsewhere entitling Employee to notice or any grievance, appeal, or hearing upon his termination under this paragraph.

Termination by Chancellor - Section 7.4.

Chancellor may terminate his obligations under this Agreement by giving the Board at least one (1) year advance written notice or as otherwise mutually agreed in writing by both parties.

Compensation on Termination - Section 7.5.

Upon termination, Chancellor shall be entitled to receive all compensation earned, but unpaid, for actual work performed as of the date of termination.

Right of Reassignment - Section 7.6.

In the event that Chancellor is removed from his position of Chancellor for any reason other than dismissal for cause or this Agreement expires, the Chancellor shall, unless otherwise requested by the Chancellor, have the right to become a first year probationary faculty member pursuant to the terms of Education Code section 87458, provided that the Board determines that Chancellor meets the minimum qualifications for employment as a faculty member. If Chancellor is employed as a faculty member following dismissal pursuant to Section 7.3, his compensation shall continue as set forth in that section and he shall thereafter receive compensation as set forth in the faculty salary schedule. Should Chancellor be unqualified for reassignment, pursuant to this provision, he shall only be entitled to such compensation on termination as provided for in section 7.5 or if dismissed pursuant to Section 7.3, compensation shall be paid as set forth in that section.

ARTICLE 8. GENERAL PROVISIONS

Notices - Section 8.1.

Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at their respective administrative offices at Riverside Community College District, Riverside, California, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing, plus two (2) days.

Entire Agreement - Section 8.2.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Chancellor by the District, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

Modifications - Section 8.3.

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

Effect of Waiver - Section 8.4.

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or conditions, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right of power for all or any other times.

Partial Invalidity - Section 8.5.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless, continue in full force without being impaired or invalidated in any way.

Law Governing Agreement - Section 8.6.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Construction - Section 8.7.

This Employment Agreement shall not be construed more strongly against either party regardless of which party prepared it.

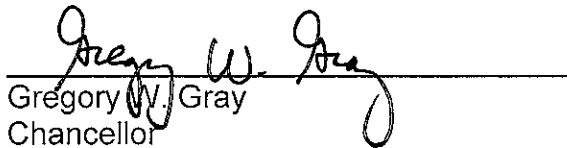
RIVERSIDE COMMUNITY COLLEGE
DISTRICT

Date: 3/17/09



President, Board of Trustees

Date: 3/17/09



Gregory W. Gray
Chancellor

March/2009