PALO VERDE COMMUNITY COLLEGE DISTRICT

ADMINISTRATIVE EMPLOYMENT AGREEMENT
CHIEF BUSINESS OFFICER – Overtime Exempt

The following is an AGREEMENT between the Board of Trustees of the Palo Verde Community College District, Riverside County, California, hereafter "DISTRICT," acting by and through the Board of Trustees and Superintendent/President, Russi Egan and, hereafter "ADMINISTRATOR" (Chief Business Officer) , hereby agree as follows:

IT IS HEREBY AGREED AS FOLLOWS:

1. Employment: The Board of Trustees employs Russi Egan and Egan accepts the employment as the Chief Business Officer under the terms and conditions set forth in this Agreement, and does hereby employ the ADMINISTRATOR. The current contract of employment, which commenced on October 26, 2012, is hereby renewed effective July 1, 2013 and terminating on the 30th day of June, 2015, unless no action is taken by June 30, 2015, or is extended by action of the Board of Trustees.

2. General Terms and Conditions of Employment**:** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Duties and Responsibilities: Serves as the senior administrator responsible for the oversight of all fiscal matters, budget development, debt management; compliance with Accreditation, Chancellor's Office, and state and federal accounting practices and regulations; financial and facility reporting, financial presentations, litigations, college facilities and operations, insurance and safety, and other duties as assigned.

4. Base Compensation: District shall pay Egan a base salary at the rate of Eight Thousand, Five Hundred Twenty-two dollars and Sixty-Seven cents ($8,522.67) per month on Row 6, Step 8 of the Administrator Salary Schedule as an exempt employee beginning January 1, 2013 as amended by the Board. Step and Column advancements shall be provided annually beginning July 1, 2013 as allowed.

4.1 On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

a. An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.

b. A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5." (Government Code section 3511.2.)

5. Work Year. The ADMINISTRATOR shall render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement and /or extension thereof. The ADMINISTRATOR agrees to perform all the duties and services incidental to such employment.

6. Health and Welfare Benefits. The ADMINISTRATOR shall be entitled to all health, dental, retirement, sick leave and life insurance benefits afforded District Administrators as identified in Board Policy or Administrative Regulations.

7. Expense Reimbursement and Allowances. The District shall reimburse the ADMINISTRATOR in accordance with District policy and procedures for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required in the performance of the duties as Chief Business Officer.

7.1 Cell Allowance: The ADMINISTRATOR shall be required to maintain and utilize a personal cellular telephone or a "smart phone" for business purposes, and to ensure that the telephone number is maintained on file with the District. The District shall provide an allowance of two hundred dollar ($200.00) per month, which allowance shall be utilized to defray the cost of maintaining and utilizing said personal cellular telephone.

7.2 Travel & Mileage: The ADMINISTRATOR shall receive Five Hundred Dollars ($500.00) per month for standard automobile or transportation expenses and is responsible for maintaining automobile insurance and maintain her automobile in a continuously operable and reasonably safe condition.

8. Termination of Employment Relationship. Any notice to the ADMINISTRATOR that this agreement will not be renewed shall be provided with no less than 90 day notice of the year in which is Agreement expires. Any failure by the District to provide such notice will result in the Agreement continuing in effect for one (1) additional year. The ADMINISTRATOR shall be entitled to protection from disciplinary action absent due process and the principles of "progressive discipline" during the term of this Agreement. No recommendation for termination for "just cause" shall be delivered without giving the ADMINISTRATOR a reasonable time to correct any deficiency. In the event termination is recommended, the ADMINISTRATOR may request a hearing with the Board of Trustees. This language does not preclude reassignment to another administrative position or assigning night duty in any given fiscal year if not for cause. This language does not preclude the termination of the ADMINISTRATOR for cause as outlined in state and federal statutes.

9. Work Day Responsibility. The ADMINISTRATOR shall devote no less than Forty (40) hours per week, full time, attention, and energies to the business of the District. The Basic work-load expectation of ADMINISTRATOR shall reflect the time necessary to complete ones assigned duties. Outside consulting is permitted IF (1) it does not interfere with completion of responsibilities within the District, (2) it is done outside normal working hours or on vacation days, (3) it does not involve the use of District equipment, supplies, or personnel. It is anticipated that any potentially conflicting activities will be referred to the Superintendent/President by the ADMINISTRATOR in question for mutual resolution.

10. Sick, Personal Necessity, and Vacation: ADMINISTRATOR shall be required to render 12 months of full and regular service to the District during each annual period covered by this Agreement, unless terminated earlier.

10.1 ADMINISTRATOR shall accrue one day of sick leave for each full month of employment during the term of this Agreement.

10.2 ADMINISTRATOR will be provided with personal necessity leave consistent with Education Code section 87784 and any applicable Board Policies or Administrative Regulations, however, no accumulated leave in excess of six (6) days may be used in any college year for purposes of personal necessity leave without the approval of the Board of Trustees.

10.3 ADMINISTRATOR shall be entitled to twenty-two (22) days of vacation with pay for each 12 months of full and regular service to the District, exclusive of the holidays provided in the California Education Code and any additional local holidays granted by the Board of Trustees to 12-month administrative employees. For periods of less than a full college year, ADMINISTRATOR shall accumulate vacation at the rate of 1.833 days per month for each full month served pursuant to this Agreement. All vacation time must be scheduled in advance and approved by the Superintendent/President. In the event of termination of employment, the ADMINISTRATOR shall be entitled to compensation for unused vacation which she/he might otherwise have taken as an administrator at the salary rate then in effect. The maximum number of vacations days that may be accrued will be limited to thirty-nine (39) days unless the additional days are authorized for extension by the Superintendent/President.

11. Administrative Evaluation. During each year of the Agreement the ADMINISTRATOR shall be evaluated by the Superintendent/President including but not limited to the following items: self-evaluation, assessment of goal attainment and accomplishments, assessment of strengths and weaknesses, short-and-long term goals, and a college-wide evaluation survey. This evaluation shall be conducted by the Superintendent/President and reported in Closed Session to the Board of Trustees.

12. Reassignment. When requested or assigned not for cause, the ADMINISTRATOR may be reassigned from the administrative position to another administrative (lateral) or non-administrative position (voluntary demotion) for the ensuing school year after the expiration of this Agreement if given notice and the Administrator meets the minimum qualifications of the proposed position. Salary placement in the non-administrative position shall be negotiated. Any failure by the District to provide such notice shall render any non-administrative reassignment null and void.

13. Modification to Terms and Conditions. The terms and conditions of employment set forth herein may be amended or modified by mutual agreement among the Board of Trustees, the Superintendent/President, and the ADMINISTRATOR. Such modifications may be made by resolution or motion duly passed by the Board of Trustees or by an executed addendum, which action should be reflected by an attachment to this Agreement of employment.

13.1 On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave

salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the ADMINISTRATOR is convicted of a crime involving an abuse of his or her office or position. (Government Code section 53243.)

13.2 On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position. (Government Code section 53243.1.)

13.3 In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the ADMINISTRATOR may receive from the District shall be fully reimbursed to the District if the ADMINISTRATOR is convicted of a crime involving an abuse of office or position. In such case, this statutorily required reimbursement shall be paid by the ADMINISTRATOR to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

13. Adherence to Policy. All terms and conditions of employment not specifically provided for by this Agreement shall be in accordance with all applicable laws of the State of California; rules and regulations of the Board of Governors; California Community Colleges, the California Education Code, and rules and regulations of the District Governing Board. The employee agrees to abide by those polices and procedures, and the District agrees to apply them to the Administrator in a fair and impartial manner.

14. Savings. If any term or provision of the Agreement shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms or provisions of this Agreement shall continue in effect.

PALO VERDE COMMUNITY COLLEGE DISTRICT
RIVERSIDE COUNTY, STATE OF CALIFORNIA

Date: _____

By _____
Board of Trustees Representative

By _____
Russi Egan, Administrator