

Minutes of May 23, 2012

Board Report No. 82-A - Ratification of Contracts for Contract Administrators. The District recently completed nationwide searches to fill the vacant positions of president at both LMC and CCC. Ms. Van de Brooke said the Board has a goal of paying employees a salary comparable to the Bay 10 college districts. She said the salaries being offered to the new presidents are within the average currently being paid to others in this position. Ms. Van de Brooke said the Board hopes that the District can reach salary levels equal to the top third of the Bay 10 districts. Mr. Márquez welcomed the two new presidents. Dr. Benjamin stated she attended a going away party for Mr. Kratochvil, and she noted that Las Positas College's loss is definitely a gain for the District.

UF President Jeffrey Michels said he was happy to learn that faculty has not heard anything negative about Mr. Kratochvil. He also commended the hiring process for the two presidents. Dr. Michels said it was one of the most inclusive, collaborative and shared processes that have ever taken place. Dr. Michels applauded Chancellor Benjamin for empowering the persons that served on these hiring committees. Dr. Benjamin said she has received many positive messages from members of colleges throughout California regarding the hiring of Mr. Kratochvil and Dr. Noldon and how these two individuals will further strengthen the District. Ms. Van de Brooke said these selections also reflect the leadership that Dr. Benjamin has provided. Ms. Van de Brooke further commented that the Board has a goal of paying District employees within the top third salary range of the Bay 10. She said that these contracts are within \$400.00 of the average salary being paid to college presidents within the Bay 10. Ms. Van de Brooke said with regard to salaries, the District needs to continue to strive to reach the top third of the Bay 10.

On motion of Ms. Grilli, seconded by Ms. Van de Brooke, by unanimous vote, the Governing Board ratified the attached contracts for the following contract administrators for the periods indicated:

<u>Name</u>	<u>Title</u>	<u>Contract Period</u>	<u>Location</u>
Kratochvil, Robert	President	07-03-12 thru 06-30-15	LMC
Noldon, Denise	President	07-03-12 thru 06-30-15	CCC

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT  
CONTRACT FOR EMPLOYMENT**

**Robert Kratochvil**  
PRESIDENT, LOS MEDANOS COLLEGE  
July 3, 2012

**1. Parties:**

This employment contract (hereinafter referred to as "this Agreement") is made between the Contra Costa Community College District (hereinafter referred to as "District") and Robert Kratochvil, (hereinafter referred to as "College President"). The Board of Trustees of the Contra Costa Community College District is hereinafter referred to as "Governing Board."

**2. Purpose:**

This Agreement is for the purpose of retaining Robert Kratochvil to fill the full-time, educational administrator position of President of Los Medanos College.

**3. Term:**

The term of this Agreement shall be for the period commencing July 3, 2012, and ending on June 30, 2015, unless extended by mutual agreement and in conformance with applicable laws and regulations. [Education Code section 72411(a)]

**4. Annual Salary:**

**A. Base Salary:**

College President shall receive a base annual salary of One-Hundred Ninety-Five Thousand Dollars (\$195,000) per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). For the term of this Agreement, salary shall be payable in twelve equal, monthly disbursements. Where only a portion of the contract year is served, compensation shall be prorated.

**B. "Pay for Performance" Annual Salary Increase upon Satisfactory Evaluation:**

On or before July 1, 2013, and on or before the first day of July of each succeeding year thereafter, and for so long as this Agreement remains in effect, College President shall receive a five percent (5%) increase in base salary over the prior year's base salary if College President has received a rating above "Satisfactory", or a three percent (3%) increase in base salary over the prior year's base salary if College President has received a rating of "Satisfactory" on the evaluation established pursuant to Section 12 of this Agreement.

**C. Step Increases:**

College President shall receive a three percent (3%) increase in base salary upon completion of two (June 30, 2014), and three (June 30, 2015) full fiscal years of service as College President under this Agreement, or any extended term thereof.

**5. Automobile Allowance:**

College President, being on call twenty-four hours each day in the proper performance of his assignment, shall necessarily be required to maintain his automobile in a continuously operable and reasonably safe condition. As part of the consideration for services provided to District by College President, it is agreed that the District will provide College President an automobile allowance of six hundred dollars (\$600) per month for the duration of this Agreement to compensate College President for the use of his personal vehicle for travel on the District's behalf within the County of Contra Costa.

**6. Travel Expense outside County:**

District shall provide for the payment of actual and necessary mileage and traveling expenses of College President incurred when he is required to perform service on behalf of the District outside the County of Contra Costa. Said travel reimbursement will be in accordance with the Governing Board's policy and the California Education Code.

**7. Educational Degree Stipend:**

District shall provide for an educational degree stipend for College President for having earned a degree(s) from accredited institutions which are above and beyond the degree(s) required for the position of College President as outlined in Section 3.3.3 of the District's *Management, Supervisory and Confidential Employees Personnel Manual* as adopted on January 28, 2004 and as may be amended during the term of this Agreement.

**8. Vacation, Sick Leave and Holiday Benefits:**

College President shall be required to render 12 months of full and regular service to the District during each annual period covered by this Agreement. College President shall have all rights and entitlements to vacation, sick leave and holiday benefits as defined herein.

**A. Vacation Accrual:**

College President shall have all rights and entitlements to paid vacation as defined and provided for under Section 11 of the District's *Management, Supervisory and Confidential Employees Personnel Manual* as adopted on January 28, 2004 and as may be amended during the term of this Agreement, except that College President shall earn vacation at the rate of twenty (20) hours per month. All vacation time must be scheduled in advance and approved by the Chancellor.

**B. Sick Leave:**

College President shall have all rights and entitlements to paid sick leave as defined and provided for in Section 12.17 of the District's *Management, Supervisory and Confidential Employees Personnel Manual* as adopted on January 28, 2004, and as may be amended during the term of this Agreement.

**C. Paid Holidays:**

College President shall have all rights and entitlements to paid holidays as defined and provided for in Section 10 of the District's *Management, Supervisory and Confidential Employees Personnel Manual* as adopted on January 28, 2004, and as may be amended during the term of this Agreement.

**D. Additional Leave:**

College President shall have all rights and entitlements to any and all additional forms of leave as defined and provided for in Section 12 of the District's *Management, Supervisory and Confidential Employees Personnel Manual* as adopted on January 28, 2004, and as may be amended during the term of this Agreement.

**9. Medical, Dental, Vision and Other District Sponsored Benefits:**

College President shall have all rights and entitlements to District sponsored medical, dental, vision and other insurance benefits as defined and provided for in Section 8 of the District's *Management, Supervisory and Confidential Employees Personnel Manual*, as adopted on January 28, 2004, and as may be amended during the term of this Agreement.

**10. Benefits upon Retirement:**

District shall provide College President and/or College President's surviving spouse or dependents with all rights and entitlements to continued benefits upon College President's retirement to the same degree said benefits are available to all other educational administrators, as more specifically defined in Section 8.8 of the District's *Management, Supervisory and Confidential Employees Personnel Manual*, as adopted on January 28, 2004, and as may be amended during the term of this Agreement.

College President shall be deemed eligible to receive the benefits described in Section 8.8.2.3.2 upon completion of six years of service whether or not employee has obtained 70 points as described therein. College President shall be deemed eligible to receive the benefits described in Section 8.8.2.3.1 upon completion of ten years of service whether or not employee has obtained 80 points as described therein. All other eligibility criteria shall apply.

**11. Duties:**

College President is an academic employee as defined in Education Code section 87001(a) and an educational administrator as defined in Education Code section 87002(b). College President shall serve as chief executive officer of Los Medanos College and shall be responsible to the Governing Board and the Chancellor for the supervision and development of all aspects of the educational programs and services of the College. He shall perform the duties of the position of President, Los Medanos College as set forth in the position description, and such other duties as may be assigned. During the term of this Agreement College President may be transferred or assigned to any duties or management positions for which he possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement shall not result in a reduction in compensation.

**12. Evaluation of Performance:**

The Chancellor shall annually evaluate the performance of the College President in accordance with Governing Board Policy 1016, or, alternatively, in accordance with adopted Board policy. Failure of the Chancellor to complete the evaluation process shall not result in the amendment or extension of this Agreement.

**13. Personal Communication Device:**

College President shall maintain in his possession a personal cellular phone or other personal communication device for District business. College President shall be reasonably available for communication on such device twenty-four hours per day.

**14. Termination:****A. Automatic Termination:**

This Agreement shall automatically terminate upon the College President's inability to perform the duties of the position of College President as outlined herein, including but not limited to those duties described as "essential job functions," upon the following events: (a) the death or (b) the permanent disability of College President.

If a question exists concerning the ability of College President to return to duty, the Chancellor may require College President to submit to a fitness for duty examination to be performed by a District-selected physician or psychiatrist as appropriate. The examination shall be done at District expense. The physician or psychiatrist shall limit his/her report to the issue of whether College President has a disability which prohibits him from performing the duties of College President with or without reasonable accommodation. College President consents to the release of this report to the Chancellor and to the Governing Board.



**B. Termination by Mutual Consent:**

- (1) Governing Board, with the consent of College President, may at any time terminate, effective on the next succeeding first day of July, the term of employment of College President, and this Agreement, and re-employ College President, on any terms and conditions as may be mutually agreed upon by Governing Board and College President, for a new term to commence on the effective date of the termination of the existing term of employment. [Cal. Ed. Code, § 72411(a)]
- (2) College President, with the consent of Governing Board, may at any time terminate this Agreement upon ninety (90) days written notice to Governing Board. In the event that this Agreement is terminated under this provision, all pay and all benefit eligibility will cease as of the last day of service.

**C. Termination "For Cause":**

Governing Board may terminate this Agreement "for cause" as defined in California Education Code section 87732, or for the failure of College President to perform satisfactorily any of the duties and responsibilities set forth in this Agreement, the job description or in the laws, rules, regulations, policies, and directives of the State of California, the State Board of Governors of California Community Colleges, or the Governing Board.

The applicable procedures for a "for cause" termination are as follows:

The Chancellor shall provide College President a reasonably detailed statement of the reasons for the action. College President shall be entitled to meet with the Governing Board in closed session to state why the Governing Board should not terminate the Agreement. If the Governing Board decides to terminate this Agreement pursuant to this section, the Governing Board shall provide College President with its decision in writing. Upon issuance of the Governing Board's decision College President shall immediately cease to receive compensation, benefits, and other allowances as set forth in this Agreement.

**D. Termination without Cause:**

The Governing Board may terminate this Agreement for any reason, i.e., "without cause." In such an event, the Governing Board shall provide College President with severance equal to the monthly salary of the College President multiplied by the number of months left on the unexpired term of this Agreement. If the unexpired term of this Agreement is greater than twelve (12) months, the severance pay shall be an amount equal to the monthly salary of the College President multiplied by twelve (12). The College President's medical, dental and vision benefits will be paid for the same duration of time as covered in the settlement, up to twelve (12) months. This severance package shall constitute College President's sole remedy for any and all damages he may claim against the District arising out of his employment and termination thereof. The parties have specifically contracted for this "termination for convenience" clause in full knowledge that Government Code sections 53260-53261 state that the maximum cash settlement shall be an amount equal to the monthly salary of the College President multiplied by eighteen (18) with eighteen (18) months' paid health benefits.

**E. "Non Renewal Notice" Required / Effect of Failure to Provide:**

If the Governing Board determines that College President is not to be re-employed with the District beyond the term of this Agreement, the Governing Board must notify College President in writing of its election not to renew College President's employment. Said notice must be provided to College President at least forty-five (45) calendar days prior to the expiration of this Agreement. College President is directed to and agrees to remind the Governing Board of this obligatory notice provision at least six (6) months before the termination date of this Agreement. [Education Code section 72411(b)]

If the Governing Board fails to provide the College President with the requisite forty-five (45) calendar day notice of its election not to continue the employment of College President beyond the term of this Agreement, College President shall be deemed to be rehired by District for an additional term not to exceed one (1) year beyond the expiration date of this Agreement. All terms and conditions as stated in this Agreement shall remain the same. [Education Code section 72411(c)]

**F. Effect of Abuse of Office Conviction**

Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243 et seq., in the event College President is convicted of a crime constituting "abuse of office," College President shall reimburse the District to the fullest extent mandated by Government Code Section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement.). In the event of such conviction, the District shall make no payments barred by Government Code Section 53243 et seq.

**15. Effect of Termination: Retreat Rights**

If College President or Governing Board terminates this Agreement for any reason other than "for cause" as defined herein, College President may exercise "retreat rights" pursuant to Education Code section 87458 and as provided for by Section 4.8.3 of the District's *Management, Supervisory and Confidential Employees Personnel Manual*, as adopted on January 28, 2004, and as may be amended during the term of this Agreement, if applicable. Retreat rights preserved herein shall not be inconsistent with rights accorded to College President under any provision of the Education Code.

**16. Governing Law, Interpretation and Savings Clause:**

The parties stipulate and agree that this Agreement shall be subject to the laws of the State of California and the rules and regulations of the California State Board of Governors of California Community Colleges as these may exist on the date the Governing Board approves this Agreement. Venue for any dispute shall be Contra Costa County. In no event shall any terms of this Agreement control over an applicable law or regulation of the State of California or of the California Department of Education.

Further, the parties agree that this Agreement shall be interpreted in accordance with its fair meaning, and that captions are for the purpose of organization and the convenience of the reader and these shall not be considered in interpreting or construing the meaning of the terms or provisions of this Agreement. References to applicable codes are merely for reference and ease of reading.

If any term or provision of the Agreement is determined to be invalid or unenforceable, such a determination shall not invalidate any other term or condition or the validity of the balance of this Agreement.



**17. Amendment:**

This Agreement may be amended by the mutual consent of the Governing Board and College President. All amendments shall be in writing, and signed by the parties hereto.

**18. Entire Agreement:**

The parties agree that no other promise, agreement or offer, oral or written, exists between them, except for those expressed in this Agreement. No parole evidence may be admitted to prove the existence of any such promise, offer, agreement or to otherwise challenge a term or condition expressed in this Agreement.

ON BEHALF of the Contra Costa Community College District,

\_\_\_\_\_  
**Dr. Helen Benjamin**  
 Assistant Secretary, Governing Board of the  
 Contra Costa Community College District  
 County of Contra Costa, State of California

\_\_\_\_\_  
**Date**

I, Robert Kratochvil, have reviewed this Agreement and declare I have had an opportunity to present this Agreement for review by an attorney of my choosing. I further declare that I accept the terms and conditions set forth in this Agreement, and I agree to comply with the conditions thereof and to fulfill all of the duties of my employment with the Contra Costa Community College District.

\_\_\_\_\_  
**Robert Kratochvil**

\_\_\_\_\_  
**Date**