



EMPLOYMENT AGREEMENT FOR CHANCELLOR

This Employment Agreement (the “Agreement”) is made and entered into effective this 13th day of May, 2020, by and between the Board of Trustees of the San Mateo County Community College District (referred to as either the “District” or the “Board”, as appropriate) and Michael Claire (referred to as either the “Chancellor” or the “Employee”). The Parties mutually agree to the following:

1. Position. The Board hereby employs the Employee as Chancellor of the District. The Chancellor is an academic employee as defined by Education Code section 87001(a), an educational administrator as defined by Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). This Agreement is entered into pursuant to and subject to Education Code section 72411(a).
2. Term. Employee’s term of employment as Chancellor shall commence May 13, 2020 and conclude June 30, 2023, unless extended or terminated as herein provided.
3. Powers and Duties.
 - a. Employee shall perform all of the powers and duties of the position of Chancellor of the District, as established by law, Board policies and procedures, and the applicable position description. Employee shall further efficiently and effectively manage the programs and operations of the District.
 - b. Under the direction of the Board, Employee shall have the primary responsibility to:
 - i. Provide leadership and direction to ensure that the laws and policies of the District are carried out;
 - ii. Implement the policies adopted by the Board of Trustees and make appropriate recommendations to the Board of Trustees;
 - iii. Periodically evaluate employees as provided for by California law, Board policy, or contract;
 - iv. Advise the Board of Trustees of all possible sources of funds which may be available to implement present or contemplated District programs;
 - v. Regularly and timely inform the Board of Trustees of the fiscal status of the District;
 - vi. Establish and maintain an appropriate community relations program; and

- vii. Perform such other duties, and assumed such other responsibilities, as the Board of Trustees may direct.
- c. Employee shall have the responsibility of initiating and directing all District programs, operations and activities, subject to approval by the Board. Employee shall have responsibility for all personnel matters, including selection, assignment, evaluation, and transfer of employees, subject to approval by the Board.

4. Salary.

- a. Employee's annual salary, effective July 1, 2020 and thereafter, shall be in accordance with the Chancellor Salary Schedule established and approved by the Board, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A.". For reference purposes, the initial salary, effective July 1, 2020, shall be \$340,000. Prior to July 1, 2020, the annual salary shall remain at \$325,000.
- b. Employee's annual salary shall be payable in twelve (12) equal monthly installments, each of which shall be equal to one-twelfth (1/12) of the per annum salary, with proration for a period of less than a full year or month of service.
- c. The Board retains the right to increase the Chancellor's annual salary during the term of this Agreement. Any such increase in salary shall be in the form of either an amendment to the Chancellor Salary Schedule (which may be approved unilaterally by the Board), or an amendment to this Agreement (which must be authorized by the Board and the Chancellor). A change in salary shall not constitute the creation of a new Agreement nor extend the termination date of this Agreement.
- d. Effective the 2021-2022 fiscal year, Employee shall be considered for compensation increases at the same time as such increases are generally provided to other management employees of the District
- e. In the event furlough days or other economic concessions are implemented by the Board, Employee shall be subject to the same general or across-the-board concessions as apply to management employees of the District, with a corresponding proportionate reduction in pay.
- f. The District shall report Employee's compensation to STRS as required by law. The District assumes no responsibility, and makes no representations, with respect to STRS' treatment of Employee's compensation, including, without limitation, determinations relating to final compensation and creditable compensation.

5. Professional Schedule and Vacation.

- a. Employee shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees.

- b. Employee shall earn and accrue 18.75 hours of vacation for each full month of service rendered (equating to 225 hours per year). Upon accruing 450 hours of vacation, the Chancellor shall cease to accrue vacation until such time as his accrued vacation total is reduced below 450 hours. During each fiscal year, Employee may elect in writing to cash out up to ten (10) days (80 hours) of vacation from his earned and accumulated vacation leave. Vacation cash out may occur at various times during the year, provided the total amount cashed out does not exceed ten (10) days in any fiscal year. Upon termination or expiration of this Agreement, the Chancellor shall be entitled to compensation for unused and accrued vacation days at his then current per-diem rate (i.e. salary divided by 260) for no more than that amount of unused vacation that may be accrued under this Agreement. The Chancellor shall obtain approval of the Board President prior to utilizing vacation.
 - c. Employee shall not perform outside work for compensation without prior Board approval.
6. Fringe Benefits.
- a. Sick Leave. Employee shall be provided with one (1) day per month sick leave. Earned sick leave may be accrued and accumulated as provided by the Education Code and Board policies and procedures, but has no cash value and shall not be cashed out.
 - b. Health and Welfare:
 - 1. During Employment. Employee shall be provided fringe benefits, including group health, medical, dental, vision and life insurance, on the same terms as such benefits are generally provided to management personnel of the District, subject to applicable eligibility requirements.
 - 2. Post-Retirement Medical. Employee has already vested in, and shall be eligible to receive, post-retirement medical benefits, on the terms set forth in the “Management Retiree Health and Welfare Benefits” document attached hereto and incorporated herein as Exhibit “B.” In particular, Employee commenced District employment as a faculty member on September 6, 1988, and, as such, is entitled to the post-retirement medical benefits described in Paragraph 1 of Exhibit “B,” subject to the limits in Paragraph 1.1 of Exhibit “B.”
 - c. Annuity. The District shall establish a deferred compensation vehicle for Employee through an annuity to be determined by the District in accordance with applicable law and District policy/procedure. The District shall contribute a total of \$20,000 for the 2019-2020 fiscal year (including any amounts contributed in connection with the Employee’s service as Interim/Acting Chancellor) and \$10,000 for each fiscal year thereafter into such annuity on a tax deferred basis. Vesting of the annuity shall be 100% after the completion of five years of service with the District,

commencing with the Employee's original hire date as President. As such, Employee is fully vested.

d. Professional/Educational Growth.

1. The Board encourages Employee to participate in professional and educational growth opportunities and training, and to promote the interests of the District before various governmental and constituency groups, consistent with the established budget of the District.
2. The Board shall pay, on behalf of the Chancellor, the membership expense of relevant local, state and national organizations.

e. Expense Reimbursement. The District shall reimburse Employee for actual and necessary expenses incurred by Employee in the performance of Employees' duties, in accordance with District policy and procedure (including, without limitation, Board Policy 8.55 and Administrative Procedure 8.55.1), subject to Board approval for out of state travel. There will be no reimbursement for travel incurred within District boundaries.

7. Evaluation.

- a. The Board and Employee shall jointly establish goals and objectives for each academic year of employment. If the Board and Employee are unable to jointly establish goals and objectives, the Board shall establish goals and objectives. The goals and objectives so established shall serve as the basis for the Board's evaluation of Employee.
- b. The Board shall at least annually evaluate in writing the performance of Employee and the working relationship between Employee and the Board. The evaluation format shall be jointly established by Employee and Board, though if no agreement is reached the Board shall establish the format.
- c. The Board's failure to establish objectives for, or to evaluate, Employee shall not constitute a basis to challenge any decision to terminate or not renew this Agreement.

8. Termination.

- a. Mutual Consent. This Agreement may be terminated by mutual agreement of the parties at any time.
- b. Termination by Employee. Employee may terminate this Agreement at any time upon sixty (60) calendar days prior written notice to the Board.
- c. Non-renewal of the Agreement by District. The Board may elect not to renew this Agreement for any reason by providing written notice to Employee six (6) months in advance of the expiration of this Agreement, in accordance with Education Code

section 72411 and other applicable law. Failure by the Board to issue a notice of non-renewal shall serve to extend this Agreement for one additional year under the same terms and conditions as are set forth herein. Employee shall provide the Board with written notice of the provisions of this Paragraph at least nine (9) months in advance of the expiration of this Agreement. The Employee's failure to do so shall constitute a material breach of this Agreement. In the event this Agreement is automatically extended for one additional year as provided by this paragraph, any salary increase provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

- d. Termination 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 thirty (30) days prior written notice. In consideration for the exercise of this right, the District shall pay Employee, for the remainder of the unexpired term of this Agreement, or for 6 months plus one month for every year of District service, not to exceed twelve (12) months, whichever is less, a monthly sum equal to Employee's gross monthly salary at the salary rate in effect during his last month of service. In addition, Employee shall be entitled to receive health and welfare benefits at the District's expense for an amount of time commensurate with the amount of time to which Employee is entitled to the above described payment; provided that, if during this period, Employee finds other employment which provides health and welfare benefits, the District's obligation to provide health benefits shall cease. The parties agree that this paragraph is to be construed consistent with the requirements of Government Code section 53260 et seq. The sum owed to Employee pursuant to this Paragraph shall be offset by any amounts actually earned by Employee as a faculty member following the termination of this Agreement. The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to Employee resulting from the contract's termination without cause. These liquidated damages represent the Employee's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Employee's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the Employee will be foreclosed from bringing any action or proceeding of any nature against the District.
- e. Termination for Cause. This Agreement and the services of Employee may be terminated by the Board at any time for cause if Employee has materially breached the terms of this Agreement, engages in abuse of office (as defined in Government Code Section 53243 et seq.), has neglected to perform the duties under it, has engaged in insubordination, or has committed an act specified in Education Code Section 87732. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Chancellor. In lieu of any other hearing, the Chancellor shall then be entitled to a conference with the Board within ten (10) work days at which time the Chancellor shall be given a reasonable opportunity to address the Board's concerns. The Chancellor shall have the right, at his own expense, to have a representative of

his choice at the conference with the Board. The Board's determination following any such conference shall be final.

- f. Abuse of Office. Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event Employee is convicted of a crime constituting "abuse of office," Employee shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave time, 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. By way of example, in the event Employee is placed on paid administrative leave pending an investigation, Employee shall reimburse the pay received during that leave in the event he is convicted of a crime constituting "abuse of office."
 - g. Retreat Rights. Upon termination of this Agreement, Employee shall be entitled to retreat to a tenured faculty position for which he meets minimum qualifications, subject to and in accordance with all applicable requirements of Education Code Sections 87458 and 87458.1. The parties acknowledge that Employee is subject to the retreat rights provisions set forth in Education Code Section 87458.1, insofar as: (1) his initial date of hire within the District (i.e. September 6, 1988) precedes July 1, 1990; and (2) he has served without a break in service.
- 9. Applicable Law and Venue. This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, as amended from time to time. The parties agree that, in the event of litigation, venue shall be the appropriate court located in San Mateo County, California.
 - 10. Agreement to Mediation. The parties agree that prior to initiation of any litigation over any dispute about matters covered by this Agreement, they will submit to voluntary mediation in accordance with procedures to be mutually agreed upon by them. Nothing herein shall be construed to relieve either party or be deemed to constitute a waiver by either party of their respective rights and obligations under Government Code section 810 et seq.
 - 11. Severability. If any term or provision of this Agreement is, to any extent, held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.
 - 12. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.
 - 13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this Agreement.
 - 14. No Assignment. This is an agreement for personal services. Employee may not assign or transfer any rights granted or obligations assumed under this Agreement.

15. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by written instrument executed by both parties.
16. Board Approval. The parties recognize that this Agreement is subject to Board approval, which must occur in open session during a regular public meeting.
17. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any other documents and in contemplation of any additional action that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

IT IS SO AGREED:

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Karen Schwarz
Board President

ACCEPTANCE OF EMPLOYMENT AGREEMENT

I have reviewed this Employment Agreement and I accept this Employment Agreement and the terms and conditions of that employment. I have not agreed to employment and/or contracted for employment with the governing board of any other school district or community college district which will, in any way, conflict with my duties in this position.

By: _____
Michael E. Claire

Dated: _____

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
Chancellor Salary Schedule
Effective: July 1, 2020
Exhibit A

	Pay Rate
Annual	\$340,000
Monthly	\$28,333



EXHIBIT B
MANAGEMENT RETIREE HEALTH AND WELFARE BENEFITS

1. **RETIREE MEDICAL AND DENTAL BENEFITS:** The District will provide medical and dental benefits, as described in the benefits handbook available in the Office of Human Resources, to managers who were employed as regular faculty, classified or management employees by the District prior to January 1, 1987. The eligible retired manager, and that manager's spouse at the time of the manager's retirement, shall be eligible for continuation of benefits during the life of the retired manager, and, following the death of the retired manager, during the life of the un-remarried surviving spouse.
- 1.1 **Employed On or After 1/1/1987 and Prior to 9/8/1993:** For those employed as regular faculty, classified or management employees by the District on or after January 1, 1987, the maximum amount paid by the District for retiree medical benefits will be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
- 1.2 **Employed On or After 9/8/1993:** For managers whose first day of paid service as a regular faculty employee, classified employee or manager commences on or after September 8, 1993, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be \$450/month until the manager becomes eligible for Medicare Part B. At that time, the District will then pay, for the manager only, the lowest cost medical plan available within the agreement between the parties.
- 1.3 **10 Years of Service Required – Employed Prior to 9/8/1993:** For those managers hired as a regular faculty employee, classified employee or manager prior to September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have ten (10) full years of service with the District and be at least 55 years of age. For a year of service to be counted, the assignment must have been such that the manager was eligible for medical insurance benefits if such benefits were available to employees.
- 1.4 **20 Years of Service Required – Employed On or After 9/8/1993:** For those managers hired as a regular faculty employee, classified employee or manager whose first day of paid service commences on or after September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District, must be at least 55 years of age, must be currently employed by the District at the time of retirement, and the age at the time of retirement of the retiree (in full years), when added to the full years of service, must total 75 or more. For a year of service to be counted, the assignment must have been such that the manager was eligible for medical insurance benefits if such benefits were available to employees.\