

**FIRST AMENDED EMPLOYMENT AGREEMENT
(Interim-Superintendent/President)**

This Agreement is made effective the 7th day of July, 2020, and amended on September 15, 2020, by and between the Governing Board of the Hartnell Community College District (“District”) or (“Board”) and Dr. Raul Rodriguez (“Dr. Rodriguez”) or (“Interim-Superintendent/President”).

1. Position. The Board hereby employs the Interim-Superintendent/President as a full-time Interim-Superintendent/President, and Chief Executive Officer of the Hartnell Community College District, and the Secretary to the Board. The Interim-Superintendent/President 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, 5 CCR section 53021 and the Chancellor’s Executive Order 2020-04 allowing extended time periods for interim appointments during the COVID-19 emergency.

2. Term. The District hereby employs Interim-Superintendent/President beginning July 13, 2020 and terminating on June 30, 2023 subject to the terms and conditions set forth below.

3. Salary. Beginning October 30, 2020, the annual salary of the Interim-Superintendent/President shall be set pursuant to the salary schedule attached as Exhibit A to this Agreement, and shall be pro-rated for less than a full year of service. The Interim-Superintendent/President shall be initially placed on Step A of the salary schedule and shall advance one step on July 1st of each subsequent year. The Interim-Superintendent/President’s salary shall be payable in twelve (12) approximately equal monthly installments. For the 2021-2022 fiscal year, the salary schedule shall be increased by the same 1% increase applied to the salary schedules for faculty and/or other educational administrators. The Board retains the right to adjust the Interim-Superintendent/President’s annual salary during the term of this agreement. Such adjustments shall be in the sole discretion of the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

4. Benefits. The Interim-Superintendent/President shall be entitled to the same fringe benefits, including medical, dental, vision and life insurance benefits, to holidays, and to sick leave, provided by the District to educational administrators employed as Vice Presidents during each year of service. Full pay sick leave of one day per month may be accumulated without limit. In addition, the District shall reimburse the Interim-Superintendent/President \$257.00 per month towards the purchase of a supplemental term life insurance policy selected by the Interim-Superintendent/President.

5. Vacation. The Interim-Superintendent/President shall earn and accrue twenty-four (24) days of vacation for each full year of service rendered. Vacation shall accrue at

the rate of two (2) days per month worked and accrual of vacation shall be prorated for a partial month. No more than twenty (20) days of vacation time may be accumulated at any one time. Vacation must be scheduled at a time convenient to the Board and the operations of the District. If the Interim-Superintendent/President will be absent on vacation for more than ten (10) working days, the Interim-Superintendent/President must request authorization from the Board of Trustees, or the Board President if that authority is delegated to the Board President by the Board. At time of separation, accumulated vacation, if any, will be paid at the current per diem rate of the Interim-Superintendent/President's salary.

6. Management Hours. It is understood that the demands of the position of Interim-Superintendent will require more than eight (8) hours a day and/or forty (40) hours per workweek. The Interim-Superintendent/President is not entitled to receive overtime compensation.

7. Duties and Responsibilities. The Interim-Superintendent/President shall be the Chief Executive Officer of the District and the Secretary to the Board of Trustees. The Interim-Superintendent/President shall have all powers and perform all duties of the position as provided by law, and as reflected in the job description for the Superintendent/President, subject to Board approval. The Interim-Superintendent/President shall use his best efforts and shall devote all time necessary to perform such duties.

8. Evaluation. During the first year of service, the Interim-Superintendent/President shall be evaluated quarterly by the Board. Annual evaluations with a mid-year review will be conducted for year two and three of this agreement. Evaluations shall be based upon the Interim-Superintendent/President's goals and objectives as set by the Board. The Board shall set the initial goals and objectives in collaboration with the Interim-Superintendent/President during the first two months of this Agreement. The Board may revise the goals and evaluate the Interim-Superintendent/President at any time. A failure to timely or properly evaluate the Interim-Superintendent/President shall not extend the term of this Agreement nor constitute a violation of this Agreement. A failure to evaluate the Interim-Superintendent/President shall not preclude the Board from giving notice of termination in accordance with the provisions of this Agreement.

9. Professional Dues, Memberships and Expense Allowance.

A. The District shall pay or reimburse the Interim-Superintendent/President reasonable and necessary membership fees or dues to belong to any business, professional, or service organizations which the Board may require that the Interim-Superintendent/President join.

B. The Interim-Superintendent/President may attend professional conferences at District expense inside and outside of California with prior approval of the Board.

C. The Interim-Superintendent/President shall be provided with a district credit card for official District business expenses.

D. The Interim-Superintendent/President shall be reimbursed for all necessary and reasonable business expenses incurred on behalf of the District which are documented and submitted pursuant to the policies and procedures of the Board. Business use of the Interim-Superintendent/President's personal vehicle shall be reimbursed at the IRS rate based upon actual miles driven. The Interim-Superintendent/President shall not exceed the amounts budgeted for such purposes by the Board.

E. The Interim-Superintendent/President shall receive an allowance of eighty-five dollars (\$85) per month for a cellular telephone for district-related use. The District will provide the Interim-Superintendent/President with a lap-top computer, printer and office equipment necessary to work remotely and participate in interactive video conferences and meetings.

10. Moving Expenses. The District will reimburse the Interim-Superintendent/President, upon the submission of receipts, in an amount not to exceed \$5,000, for his actual expenses associated with moving his household to Monterey County.

11. Termination.

A. Mutual Consent. This Agreement may be terminated by the mutual agreement of the parties at any time.

B. 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 at any time upon giving of one hundred and eighty (180) days prior written notice. This notice period shall not be construed to extend the natural expiration of this Agreement and this Agreement shall expire on the date specified in Section 2 "Term," without the requirement for any written notice of nonrenewal or termination.

The Parties to this Agreement acknowledge that upon expiration of the Chancellor's Executive Order 2020-04, all positions that have been filled through interim appointment for longer than two years will need to be filled through open recruitment in compliance with applicable regulations. The Interim-Superintendent/President agrees that the District may need to provide written notice of termination in order to comply with such recruitment procedures when the Executive Order expires or as required by the Chancellor's office.

C. Abuse of Office Provisions. In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Interim-Superintendent/President receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully

reimbursed to the District by the Interim-Superintendent/President if the Interim-Superintendent/President is convicted of a crime involving an abuse of office or the position of Interim-Superintendent/President. In addition, if the District funds the criminal defense of the Interim-Superintendent/President against charges involving abuse of office or position, and the Interim-Superintendent/President is then convicted of such charges, the Interim-Superintendent/President shall fully reimburse the District all funds expended for the Interim-Superintendent/President's criminal defense. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including, but not limited to, a crime described in Title & (commencing with Section 92) of Part 1 of the Penal Code.

12. 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. The parties agree that, in the event of litigation, venue shall be the appropriate court located in Monterey County, California, subject to any applicable transfer of venue provisions.

13. 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.

14. 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.

15. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

16. 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, express or implied not contained in this Agreement.

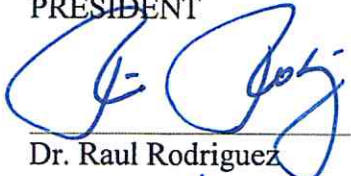
17. No Assignment. This is an agreement for personal services. The Interim-Superintendent/President may not assign or transfer any rights granted or obligations assumed under this Agreement.

18. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by written instrument executed by both parties.

19. Board Approval. The parties recognize that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board.

20. Execution of Other Documents. All 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.

INTERIM-SUPERINTENDENT/
PRESIDENT



Dr. Raul Rodriguez

Dated: 9/15/20

HARTNELL COMMUNITY COLLEGE
DISTRICT

By: _____
Aurelio Salazar, Jr., President of the Board

Dated: _____

HARTNELL COMMUNITY COLLEGE DISTRICT
2020-2021 SUPERINTENDENT/PRESIDENT SALARY SCHEDULE

Title	Step A Annual	Step B Annual	Step C Annual	Step D Annual	Step E Annual
Interim Super/Pres	\$310,000	\$316,200	\$322,524	\$328,974	\$335,554

EXHIBIT A