

EMPLOYMENT AGREEMENT
Between
CITRUS COMMUNITY COLLEGE DISTRICT
And
GREG SCHULZ, Ed.D.

This Employment Agreement (" Agreement") is entered into on June 15, 2021, by and between the BOARD OF TRUSTEES OF THE CITRUS COMMUNITY COLLEGE DISTRICT (hereafter "Board") and Greg Schulz, Ed.D. (hereafter "Superintendent/President").

1. POSITION AND TERM

The Board hereby employs Dr. Schulz as Superintendent/President of the Citrus Community College District (hereafter "District") for the period beginning July 1, 2021 and ending June 30, 2025. During this period Superintendent/President shall serve as the Chief Executive Officer and Secretary of the Board and shall have the primary responsibility for execution of Board policy. Superintendent /President shall perform his duties and responsibilities as set forth in the California Education Code and the formal job description developed by the Board, as well as rules and regulations of the Board of Governors of the California Community Colleges , and rules , regulations , policies and directives of the Board.

Superintendent/President shall also serve as the District's primary liaison agent with governmental and community civic organizations, including but not limited to the Citrus College Foundation. Superintendent/President shall perform such duties and responsibilities at a professional level of competence and with due diligence and shall report directly and solely to the Board.

2. . SALARY AND OTHER COMPENSATION

a. For the 2021-2022 academic year, the Superintendent/President's annual base salary shall be paid according to the Superintendent/President's Salary Schedule ("Salary Schedule"), a current copy of which is attached to this Agreement as Exhibit A. The Superintendent /President shall start on Step 1 of the Salary Schedule, which is three hundred three thousand five hundred dollars (\$303,500) , payable in twelve (12) approximately equal monthly payments , following accrual of the pay period.

b. Commencing on July 1, 2022 and continuing on July 1 each year thereafter during the term of this Agreement, the Superintendent/President shall advance one step on the Salary Schedule if he receives a positive evaluation (i.e., a total ranking of 4 or above on the annual evaluation instrument) from the Board for the preceding academic year. If the Superintendent/President does not receive a positive evaluation, he shall not advance on the Salary Schedule.

c. Additionally, beginning July 1, 2022, the Board shall increase the Superintendent/President salary schedule in each year by the same percentage as any "on-

schedule" general salary increase, if any, provided to other academic administrators of the District. Beginning June, 2022, the Board shall provide to the Superintendent/President the same off-schedule salary increase given to other academic administrators, which may be delayed by up to six months to correspond with the Superintendent/President's July 1 to June 30 salary cycle. This includes a two thousand two hundred dollar (\$2200) off-schedule bonus payable in June 2022 and again in June 2023. No off-schedule salary increase shall increase the Superintendent/President's base pay or alter the Superintendent/President salary schedule. As a condition precedent to receiving any salary increase described in this paragraph, the Superintendent/President must have received a positive evaluation (i.e., a total ranking of 4 or above on the annual evaluation instrument) from the Board for the preceding academic year.

d. Additionally, the Board reserves the right to increase or decrease the Superintendent/President's salary schedule for any year or any portion of a year during the term of this Agreement with the mutual written consent of the Superintendent/President and the Board.

e. The Superintendent/President shall receive annually a Doctoral Stipend, in the total amount of five thousand six hundred thirty-nine dollars (\$5639) annually, paid in twelve (12) approximately equal monthly installments along with his regular salary.

f. The Superintendent/President shall take, at a minimum, the same salary schedule freezes and/or the same number of furlough days, with the resultant reduction in compensation, equal to the greatest number of furlough days that any employee group may be required to take on an annual basis.

g. Any change to the Superintendent/President's salary or salary schedule arising from this Section 2, sub-sections c-f, shall take the form of a written amendment hereto, and shall not constitute the termination of this Agreement, the creation of a new agreement, or extend the term of this Agreement.

3. FRINGE BENEFITS

a. Superintendent /President shall be entitled to the same fringe benefits, including medical, dental, vision and life insurance benefits provided by the District to all twelve-month educational administrators during each year of service. Medical insurance coverage shall include Superintendent/President, his spouse and dependent children under the age of 26.

b. Upon Superintendent/President's retirement, the District shall continue to pay the cost of District-provided medical insurance, for the Superintendent/President and his spouse, providing that the Superintendent/President is age fifty-five (55) or older, employed by the District at the time of retirement, and has completed ten (10) consecutive years of service with the District immediately prior to retirement. This obligation shall terminate as to the Superintendent/President when the Superintendent/President reaches the age of sixty-seven (67), and as to his spouse, when his spouse reaches the age of sixty-seven (67).

c. Superintendent/President shall receive an expense allowance, payable along with regular salary, in the monthly amount of eight hundred dollars (\$800) for expenses incurred within the course and scope of employment within District boundaries. Superintendent/President shall have use of a District-issued credit card for all actual, reasonable, and necessary expenses incurred by the Superintendent/President outside of District boundaries and within the course and scope of employment and while representing the District. The Superintendent/President will submit documentation of such out-of-District expenses, including but not limited to, wherever possible, receipts and/or invoices in support of the charges incurred. Additionally, the District shall provide reimbursement for mileage driven on District business, at the IRS rate and consistent with **IRS** regulations.

d. District shall provide Superintendent /President with a stipend for using his mobile telephone for District business in the same amount as provided to other District administrators, which currently is fifty dollars (\$50) per month.

e. The District will fund the purchase of a term life insurance policy for the Superintendent, with coverage during the term of this Agreement, with a benefit value of one hundred thousand dollars (\$100,000). The Superintendent will designate beneficiaries of the policy in his sole discretion.

4. PROFESSIONAL GROWTH AND ASSOCIATIONS

The District encourages the Superintendent/President to participate in appropriate professional organizations and activities. The District shall pay the Superintendent/President's membership dues for professional and local service organizations, with prior approval by the Board, which approval shall not be unreasonably withheld.

The Superintendent /President may attend professional meetings at the local, county, and state levels with Board approval or ratification, and all actual, reasonable and necessary expenses of attendance shall be paid by the District.

5. VACATION AND SICK LEAVE

Superintendent/President shall be entitled to 1.83 vacation days per month, with full pay during service under this contract. Vacation shall be taken at such time as is convenient to the Board and Superintendent/President. The Superintendent/President shall annually submit to the Board for approval a calendar showing his anticipated vacation days for the year, which approval shall not be unreasonably withheld, and shall account for all vacation days used. Absent agreement on a vacation schedule, the Board may designate vacation days to be used by the Superintendent/President. When unable to utilize the full vacation, the Superintendent/President may carry forward from academic year to academic year vacation time accrued, but unused in the previous academic year(s). The Superintendent/President shall continue to accrue current academic year vacation time until accrual of forty-four (44) days of vacation, but then shall accrue no more until the balance is reduced and then shall accrue vacation days only to the forty-four (44) day maximum.

During the term of this Agreement, Superintendent /President shall earn and accrue one day of illness and injury leave per month for each full month of service rendered. The annual allotment of illness and injury leave may be used in advance of accrual and accumulated from year to year. The District shall credit the Superintendent/President with the total amount of leave of absence for illness or injury to which he is entitled under Section 87781, transferred pursuant to Education Code section 87782.

6. EVALUATION

a. The Board and the Superintendent/President shall meet annually, by September 30, to establish the Superintendent /President's performance goals and objectives for the academic year.

b. The Board shall conduct an evaluation of the Superintendent/President at least annually, consistent with Board Policy and Administrative Procedure 2435. The annual evaluation of the Superintendent /President shall be completed by the end of the academic year.

c. The Board and the Superintendent/President will agree upon an evaluation tool based on the goals set by the Superintendent/President at the beginning of the academic year. These performance goals and objectives shall be reduced to writing and, together with Board Policy and the Superintendent President job description, shall be the basis for evaluation of the Superintendent/President as provided in this section.

d. Prior to the close of the academic year, preferably by early May, the Superintendent/President will prepare a self-assessment, including a narrative related to the accomplishment of the goals set at the beginning of the academic year.

e. The Superintendent/President will send the self-assessment to each Board member along with the evaluation tool, preferably by mid-May. Each Board member will individually assess the Superintendent/President's progress.

f. The Board will meet privately in closed session in May to discuss the Superintendent/President's evaluation and come to a consensus on assessment of the Superintendent/President.

g. The Board will meet in closed session in June with the Superintendent/President to discuss the Board's evaluation of the Superintendent/President.

7. TERMINATION

a. This Agreement may be changed or terminated during the term thereof by mutual consent of the parties.

b. If the District, in its sole discretion, determines that Superintendent/President will not be reemployed as Superintendent/President by

appointment or contract, District shall give Superintendent/President written notice of this determination in accordance with Education Code Section 72411.

c. If the District fails to reemploy Superintendent/President by appointment or contract upon expiration of this Agreement, and the notice provided for in paragraph 2(b) is not given, Superintendent/President shall be deemed reemployed by District for a period of one calendar year, with all other terms and conditions of this contract remaining unchanged.

d. Nothing in this Agreement shall be construed to prevent discipline of Superintendent /President by the District, including termination for cause during the term of this Agreement. If the Board determines, in its sole discretion, that there is cause to terminate the Superintendent/President's employment with the District, it may do so upon thirty (30) days written notice to the Superintendent/President. The notice shall include a statement of the cause for termination and shall notify the Superintendent/President that he may respond to the Board, orally or in writing, regarding the causes. Any such response shall be made to the Board not less than five, but not more than ten, days following the date of the notice. Thereafter the Board's decision regarding dismissal will be determinative.

e. Regardless of the term of this Agreement , if it is terminated by mutual agreement, the maximum cash settlement shall be determined by the Board, in an amount not to **exceed** the Superintendent/President's monthly salary multiplied by the number of months left on the unexpired term of this Agreement, or the monthly salary multiplied by 12, whichever is less. If payable on a monthly basis, cash settlement payments will be terminated if the Superintendent/President secures other employment. The intent of this provision is to satisfy the requirements of California Government Code Sections 53260-53264 and shall be interpreted consistent with those statutes. The cash settlement specified herein shall not include any noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, for a maximum of 12 months, or until the Superintendent/President secures other employment, whichever occurs first.

f. Any salary or paid leave salary provided the Superintendent/President pending an investigation shall be fully reimbursed if the Superintendent/President is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243 and 53243.4.

g. Regardless of the term of this Contract, if this Contract is terminated, any cash settlement related to the termination that the Superintendent/President receives from the District shall be fully reimbursed to the District if the Superintendent/President is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4.

h. Any funds for the legal criminal defense of the Superintendent/President provided by the District shall be fully reimbursed to the District if the

Superintendent/President is convicted of an abuse of his office or position, as set forth in Government Code sections 53243.1 and 53243.4.

8. CONFLICT OF INTEREST

Superintendent/President shall promptly file each year a statement of economic interests (currently "Form 700") with the office of the Superintendent/President of the District, shall ensure that the District makes and retains a copy of such statement, and shall timely forward the original of such statement to the Executive Office of the Board of Supervisors of Los Angeles County as required under District Administrative Procedure 2712 and California Government Code Section 87100 *et seq.* The Superintendent/President shall, during the term of this Agreement, promptly advise the Board if any instruction, duty or responsibility within the scope of his responsibilities as Superintendent/President will pose a conflict of interest as set forth in California Government Code Section 1090 *et seq.*, California Government Code Section 87100 *et seq.*, or any other law.

9. NOTICE OF FINALIST SELECTION

The Superintendent/President shall immediately notify the Board should he become a finalist in the selection process for an administrative position in any other District.

10. APPLICABLE LAW

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the Board of Governors, California Community Colleges, and rules, regulations and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein.

11. SAVINGS

Should any provision of this Agreement be found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue to be binding and effective on the parties.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties, and there are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

13. MODIFICATION

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

14. NO WAIVER

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

15. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Board of Trustees of the Citrus Community College



Dr. Patricia Rasmussen
President, Board of Trustees

June 15, 2021



Greg Schulz, Ed.D.

6- 25- 21

Exhibit A

Superintendent/President's Salary Schedule
(Three Percent (3%) Increases Between Steps)

| Step 1 | Step 2 | Step 3 | Step 4 |
|-----------|-----------|---------|---------|
| \$303,500 | \$312,605 | 321,983 | 331,642 |

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