

**Employment Agreement Between the
California Community Colleges Board of Governors and
Chancellor Eloy Ortiz Oakley
July 15, 2019**

I. PARTIES

Eloy Ortiz Oakley (hereinafter "Chancellor") is currently employed by the California Community Colleges Board of Governors (hereinafter "Board") in the position of Chancellor of the California Community Colleges pursuant to an employment agreement effective December 19, 2016, through December 18, 2020. The parties' collective desire is to extend the term of the Chancellor's employment and to modify its terms.

I. RECITALS

a. The California Community College system is the largest system of higher education in the nation and is uniquely positioned to help residents of all backgrounds improve their social and economic mobility and build a better future for themselves and their families. The 115 colleges serve more than 2.1 million students annually and transfer nearly 80,000 each year to the University of California and California State University systems while providing hundreds of thousands more with a skills-based, career education needed to secure good-paying jobs.

b. California Education Code section 71090(a) provides that "the board shall appoint a chief executive officer, to be known as the Chancellor of the California Community Colleges, and fix his or her compensation."

c. The Chancellor shall serve on a full-time basis and shall faithfully perform the duties of his position, subject to the direction and control of the Board. These duties may be defined from time to time by the Board including, but not limited to, acting as a professional advisor to the Board in the formulation of policies, and exercising such discretionary powers as may be delegated by the Board under the laws of the State of California.

d. The Chancellor has been faithfully performing the duties of his office since December 19, 2016. He has been essential in developing and implementing policies that support the educational needs of Californians, beginning with the Vision for Success adopted by the Board of Governors in 2017. In an effort to ensure continuity in the programs supporting the California Community College system, the parties agree that the continued leadership of the Chancellor is essential. Therefore, it is the parties' collective desire that the Chancellor's employment agreement be extended to December 18, 2023, and that the Chancellor receive additional compensation for his service to the Board of Governors and the California Community Colleges.

II. Terms and Conditions of Employment

The Chancellor is an employee of the State of California, and the position is therefore subject to the rules and regulations applicable to the classification as established by the California Department of Human Resources (CalHR). The Chancellor's employment shall also be subject to the following terms and conditions:

1. **Term:** The term of this agreement shall commence on December 19, 2019 and continue through December 18, 2023, unless extended in writing by both parties.
2. **Salary:** The base salary for this position is \$337,373 per year, pursuant to approval by the Governor's Office and CalHR.
3. **General Salary Increases:** From time to time, the State of California provides a general salary increase to its rank and file employees. CalHR has the discretion to provide executive management positions with a salary increase comparable to the general salary increases provided to State employees. Accordingly, the Chancellor may receive any general salary increases approved by CalHR and applicable to the Chancellor position.
4. **Longevity Pay Differential:** The Board desires to provide the Chancellor with a pay differential to reward longevity in the position and to provide a monetary retention incentive. The longevity pay differential shall be fifteen thousand dollars (\$15,000), payable on December 19th in each year of this agreement.
5. **Benefits:** The Board will continue to provide the standard fringe benefit package afforded state employees.
6. **Retirement:** The Chancellor is currently enrolled in the California State Teachers Employees' Retirement System (CalSTERS) and will remain so during the term of this agreement.
7. **Vacation, Sick and Annual Leave, Sabbatical:** The Chancellor will continue to receive 15 hours of annual leave per month through the state employee standard benefits program.
8. **Sabbatical:** The Chancellor shall be entitled to a thirty-five (35) day sabbatical after the completion of five years of service as Chancellor. The sabbatical will be used to enhance the Chancellor's professional value, and must be approved by the Board ninety (90) days before its start date. The Board may require a report from the Chancellor on his reflections following the sabbatical.

9. **Insurance Policies:** The State of California will continue to provide the Chancellor with fifty thousand dollars (\$50,000) in basic term life insurance coverage, plus fifty thousand dollars (\$50,000) in accidental death and dismemberment benefits. The Chancellor may apply for supplemental coverage through the State of California's Basic Term Life Insurance Program. Monthly premiums are based on an employee's age and are adjusted annually by MetLife. The Chancellor's Office shall make HR representatives and State Term Life Insurance Program representatives available at the Chancellor's request.

10. **California Political Reform Act – Disclosure of Financial Interests:** The Chancellor is a designated official for purposes of the California Political Reform Act of 1974. Accordingly, the Chancellor shall complete and file a Statement of Economic Interests (Form 700) identifying a complete listing of personal financial interests consistent with the Conflict of Interest Code adopted by the Board. The Filing Officer will keep the Chancellor's Form 700 on file as a public document.

As a current state employee, the Chancellor is required to complete a Form 700 no later than April 1 for the duration of the Chancellor's service. The Office of the General Counsel is available to provide additional information and guidance about the Political Reform Act upon request.

11. **Outside Professional Activities :** The Chancellor shall follow the most recent version of the California Community Colleges Chancellor's Office policy on incompatible activities (Administrative Manual Section 1300 *et seq.*).

The Chancellor's engagement in outside professional activities, including board service, whether compensated or uncompensated, or involving a non-profit or for-profit entity, requires advance written approval from the President of the Board. Consideration of the Chancellor's request will be based primarily upon evaluation of: (a) the potential effect of such engagement as a possible conflict-of-time relative to the individual's ability to fulfill his responsibilities as Chancellor; and (b) the value to the Board and the California Community Colleges of the Chancellor's involvement in the proposed engagement. The Chancellor may consult with the Office of the General Counsel about any proposed outside professional activities.

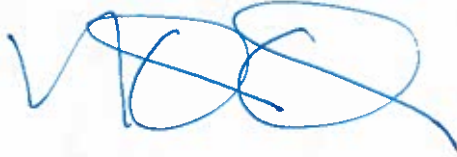
In addition to the notice and approval requirements identified in this Section, the Chancellor may also be required to report outside professional activities on a Form 700 consistent with the Political Reform Act and Section 10 of this agreement.

The parties acknowledge that the Chancellor participates in a number of boards and commissions in furtherance of his responsibilities as Chancellor and the Board supports these activities. A current listing of these activities has been provided to the President of the Board and shall be updated by the Chancellor as needed.

12. **Necessary Expenses:** The Chancellor shall be reimbursed for reasonable food and entertainment expenses related to outreach and advocacy on behalf of the California Community Colleges.
13. **Working Remotely:** The Chancellor shall be provided with a cell phone or reimbursement for cell phone expenses consistent with State policies. In addition, the Chancellor shall be provided with a computer, printer, and other devices necessary to conduct work remotely.
14. **Automobile Allowance:** The Board will continue to provide the Chancellor with a state-owned vehicle.
15. **Southern California Office:** The Board will continue to maintain the Southern California satellite office located at the California State University Chancellor's Office in Long Beach.
16. **Annual Evaluation:** No later than May of each year in a closed session the Chancellor will be evaluated based on a review of the goals mutually agreed upon by the Board and Chancellor. The Board may hold additional closed session performance reviews of the Chancellor at any other time as deemed necessary or appropriate by the President of the Board and pursuant to Board policies.
17. **Termination:** The Board may terminate this agreement at any time for cause, including:
a) willful breach of duty; b) habitual neglect of duty; c) continued incapacity to perform duty; or d) conviction of a crime.
18. **State Employee:** Notwithstanding any other provision of this agreement, the Chancellor is an employee of the State of California and is subject to the rules, regulations and procedures established by the State of California and CalHR.
19. **Amendment:** No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on the parties.
20. **Effective Date:** Effective December 19, 2019, this agreement will supersede and replace the prior written agreement executed between the Board and the Chancellor on or about August 8, 2016, and effective December 19, 2016, through December 18, 2020. This agreement will represent the entire agreement between the parties. Any additional agreements, either written or oral, shall have no force or effect, unless entered into pursuant to Section 19 of this agreement.

This employment agreement is subject to all applicable laws of the State of California, and the rules and regulations of the Board of Governors of the California Community Colleges.

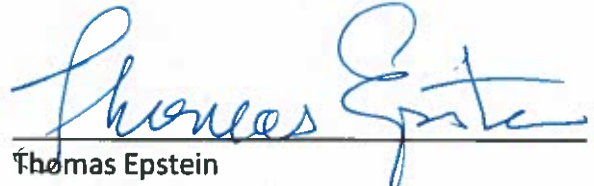
IN WITNESS WHEREOF, the parties have entered into this agreement as of the day and year first written above and hereby indicate their acceptance and agreement to the terms contained herein by their signatures below.



Eloy Ortiz Oakley
Chancellor

7/15/19

Date



Thomas Epstein
President, Board of Governors

7-15-19

Date