

**EMPLOYMENT AGREEMENT  
(President's Contract)**

**As Amended September 10, 2015**

This Agreement is made effective the 25<sup>th</sup> day of May 2011, by and between the Governing Board of the Mt. San Antonio Community College District ("District") or ("Board") and Dr. William Scroggins ("Dr. Scroggins") or ("President").

**WHEREAS**, effective January 1, 2015, CalSTRS adopted new regulations impacting reporting of expense allowances for CalSTRS members (see Title 5, California Code of Regulations § 27400 et seq., including, but not limited to, §§ 27400, 27502, and 27600); and

**WHEREAS**, the aforementioned CalSTRS regulations authorize employers to restructure compensation (including compensation in the form of expense allowances) into salary (see Title 5, California Code of Regulations § 27400(c)); and

**WHEREAS**, the immediate preceding employment agreement between the Board and Employee specified that the President would receive a transportation allowance in the amount of \$850 per month (\$10,200 annually), and an allowance for a high speed internet connection at his residence in the amount of \$150 (\$1,800), both of which was treated as compensation for purposes of the CalSTRS Defined Benefit Plan; and

**WHEREAS**, the Parties desire to restructure the foregoing allowances into salary, effective July 1, 2015, as authorized by the aforementioned CalSTRS regulations (see Title 5, California Code of Regulations § 27400(c)); and

**WHEREAS**, the Parties agree to increase the President's Salary by \$12,000, effective July 1, 2015, thereby restructuring the prior transportation and high speed internet allowances into salary.

1. Position. The Board hereby employs the President as a full-time President & Chief Executive Officer of the Mt. San Antonio Community College District, and the Secretary to the Board. The 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(d).
2. Term. The District hereby employs President beginning July 1, 2011, renewing on July 1, 2014, and terminating on June 30, 2017, subject to the terms and conditions set forth below.
3. Salary. The President's annual salary shall be Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) per year beginning July 1, 2011, and then Two Hundred Thirty-Seven Thousand Dollars (\$237,000.00) per year beginning July 1, 2015. The President's salary shall be payable in twelve (12) approximately equal

monthly installments. The Board retains the right to adjust the 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. Tax-Sheltered Annuity. The Board will provide the President with an annual tax-sheltered annuity beginning July 1, 2014, in the amount of Ten Thousand Dollars (\$10,000.00).
5. Benefits. The President, his spouse, and dependents, as defined in the Internal Revenue Code Section 152, 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 from year to year without limit.

Notwithstanding the provisions of this Section 5, the President may, at his option, elect to accept as an employer contribution to a qualified tax-sheltered annuity the annual cost of medical insurance in lieu of receiving medical insurance benefits. This shall be in addition to any tax-sheltered annuity established by the Board in accordance with Section 4 of this Agreement.

6. Retiree Medical Benefits. The District shall provide retiree medical benefits as approved by the Board and in accordance with Board Policy 7380. The President and spouse shall be entitled to the medical benefits specified in Board Policy 7380 provided the President completes five full years of full-time employment with the District.
7. Vacation. The President shall earn and accrue twenty-four (24) days of vacation for each year of service rendered. No more than forty-eight (48) 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 President will be absent on vacation for more than ten working days, the 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 President's salary.
8. Management Hours. It is understood that the demands of the position of President will require more than eight (8) hours a day and/or forty (40) hours per work week. The President is not entitled to receive overtime compensation.
9. Duties and Responsibilities. The President shall be the Chief Executive Officer of the District and the Secretary to the Board of Trustees. He shall have all powers and perform all duties of the position as provided by law and as reflected in the job description for the President which is attached as Exhibit 1 and incorporated here by reference, subject to Board approval. The President shall use his best efforts and shall devote all time necessary to perform such duties.

10. Evaluation. The President shall be evaluated annually by the Board. This evaluation shall be based upon the President's goals and objectives as agreed by the President and the Board. The President shall inform the Board on or before April 1<sup>st</sup> of each year of the date of his evaluation and together the President and the Board shall agree on a timeline for the evaluation process. The Board may evaluate the President at any time. A failure to timely or properly evaluate the President shall not extend the term of this Agreement nor constitute a violation of this Agreement. A failure to evaluate the President shall not preclude the Board from giving notice of termination in accordance with Section 12 of this Agreement.
11. Professional Dues, Memberships, and Expense Allowance.
  - A. The District shall pay or reimburse the President reasonable and necessary membership or dues to belong to two business, professional, or service organizations of the President's choice. The District shall also pay or reimburse the President for any such organizations to which the Board may require that the President belong.
  - B. The President may attend professional conferences at District expense inside and outside of California consistent with the established budget of the District and District policies and procedures regulating attendance by all employees at conferences including any possible action by the Board to cancel conference attendance for some or all employees because of a budgetary crisis. However, in the event of such action, the President is not precluded from attending such professional conferences at his own expense with prior approval of the Board.
  - C. The President shall be provided with a district credit card for official business expenses.
  - D. The President shall be reimbursed for all necessary and reasonable business expenses incurred on behalf of the District outside of Los Angeles County which are documented and submitted pursuant to the policies and procedures of the Board. The President shall not exceed the amounts budgeted for such purposes by the Board.
  - E. The President shall submit to the Board an itemized report of business-related expenses on a monthly basis in a format to be determined by the President and the Board.
  - F. The District will provide the President with a cellular telephone for District-related use.
12. Auto Allowance. Effective July 1, 2015, the President shall make his personal automobile available at all times, at no expense to the District, to facilitate the performance of the President's duties.
13. Moving Expense. The District will reimburse the President for his actual expenses associated with moving his household goods, in an amount not to exceed Three

Thousand Five Hundred Dollars (\$3,500.00), upon presentation of an itemized report of the expense, in a format to be determined by the President and the Board.

14. Physical Examination. The President shall have a complete medical examination by a District-approved physician upon the request of the Board. The President shall file promptly an accurate copy of the examining physician's report with the Governing Board. The President shall also execute appropriate medical releases to allow the District's medical providers to review prior medical records of the President. All costs of this medical examination shall be borne by the District.
  
15. Termination.
  - A. Mutual Consent. This Agreement may be terminated by the mutual agreement of the parties at any time.
  
  - B. Non-renewal of the Agreement by District. The Board may elect not to renew this Agreement for any reason by providing written notice to the President in accordance with Education Code Section 72411 and other applicable law.
  
  - C. 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 of thirty (30) days prior written notice. In consideration for exercise of this right, the District shall pay to the President, for the remainder of the unexpired term of this contract or for six (6) months, whichever is less, a monthly sum equal to the difference between President's gross monthly salary at the salary rate in effect during his last month of service. In addition, the President 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 the President is entitled to the above described payment or until the President finds other employment which provides health and welfare benefits, whichever occurs first. The parties agree that this paragraph is to be construed consistent with the requirements of Government Code Section 53260 et seq. The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to the President resulting from the contract's termination without cause. These liquidated damages represent the President's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of President's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the President will be foreclosed from bringing any action or proceeding of any nature against the District.
  
  - D. Termination for Cause. The Board may terminate the President's contract at any time for cause. If the Board determines, at 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. The parties agree that this provision shall constitute the sole due process to which the President is entitled, and that the Board's decision regarding dismissal will be determinative.

16. 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 Los Angeles County, California.
17. 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.*
18. 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.
19. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.
20. 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.
21. No Assignment. This is an agreement for personal services the President may not assign or transfer any rights granted or obligations assumed under this Agreement.
22. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by written instrument executed by both parties.
23. Board Approval. The parties recognize that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board.
24. 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.

PRESIDENT

MT. SAN ANTONIO COMMUNITY  
COLLEGE DISTRICT



Dr. William T. Scroggins

Dated: September 10, 2016

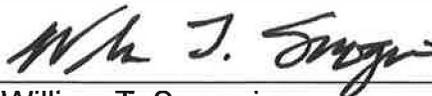


By: David Hall, President  
Board of Trustees

Dated: September 10, 2016

I accept this offer of employment and agree to comply with the conditions set forth herein. I will fulfill all the duties of employment as President & Chief Executive Officer of the Mt. San Antonio Community College District.

Dated: September 10, 2016



Dr. William T. Scroggins

## Exhibit 1

### Job Description: College President

#### Duties and Responsibilities

1. The President shall be the full-time CEO of the District, shall act as Secretary to the Board, and shall have such powers and duties which are delegated to him by the Board.
2. The President shall have the primary responsibility for execution of Board policy, and the Board shall retain the responsibility for formulating and adopting said policy.
3. The President serves at the direction of the majority of the Board as a body and not its individual members unless such members have been delegated such authority by the Board.
4. The President shall have primary responsibility for all personnel matters including selection, assignment, and transfer of all employees, subject to prior approval of the Board. In all personnel matters, the President shall present his recommendations to the Board. In the event the Board does not approve said recommendation, the President shall submit another recommendation to the Board within a reasonable period of time.
5. The President shall periodically review all policies adopted by the Board and make appropriate recommendations for changes to the Board policies and regulations including, but not limited to, changes necessary to conform to changes in the law and to conform to District practices.
6. The President shall prepare and maintain the agenda, minutes, and records of all Board meetings and to handle all correspondence of the Board in accordance with the directions or procedures established by the Board.
7. The President shall advise the Board of all possible sources of funds that might be available to implement and fund present or future District programs.
8. The President shall supervise the preparation of the annual budget, submit the budget to the Board, and administer and monitor expenditures under the budget.
9. The President shall serve as liaison between the Board and the Board's designated representatives with respect to all employer-employee relations matters.
10. The President shall enter into contracts on behalf of the Board in accordance with Board direction.
11. The President shall provide leadership and direction to the Board regarding long-range planning.
12. The President shall directly supervise, direct, and evaluate those employees who directly report to him.

13. The President shall direct, coordinate, and provide overall leadership for all the programs of the District including curriculum, instruction, supervision, finance, business administration, resource development and allocation, maintenance and operations, student personnel, academic and classified personnel, administration, and collective bargaining.
14. The President shall assure the timely and accurate evaluation of all District employees within the requirements of State law, District policies and regulations, and applicable collective bargaining agreements.
15. The President shall represent the District and the College in the community and establish and maintain appropriate community relations.
16. The President shall maintain and improve the President's professional competence and knowledge.
17. The President shall provide for continued accreditation with and membership in appropriate agencies and associations to advance the interests of the District.
18. The President shall provide for the development and improvement of District facilities.
19. The President shall ensure the timely and accurate submission of all reports required by local, State, and national agencies.
20. The President shall protect the District's interests by supervising the management of an effective risk management program.
21. The President shall work closely with the College Foundation assisting in efforts to raise the level of giving to the College.
22. The President shall perform other duties as assigned by the Board.