

**COAST COMMUNITY COLLEGE DISTRICT
CHANCELLOR EMPLOYMENT AGREEMENT, 2019-2023**

1. **Parties.** The Board of Trustees ("Board") of the Coast Community College District ("District"), on the one hand, and Dr. John Weispfenning ("Weispfenning"), on the other hand, hereby enter into this Chancellor Employment Agreement, 2019-2023 ("Agreement"). The District and Weispfenning are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** The District hereby employs Weispfenning in the position of Chancellor.

3. **General Conditions of Employment.** This Agreement is subject to all applicable state and federal laws, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Weispfenning agrees to perform all of the duties, and accepts all of the responsibilities, of the position of Chancellor, and all the duties and responsibilities which may be delegated or assigned to Weispfenning by the Board.

5. **Term.** The District agrees to employ Weispfenning, and Weispfenning agrees to serve, for the period commencing on July 1, 2019 and ending on June 30, 2023. This Agreement expires on June 30, 2023, and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, the District shall make a good faith effort to notify Weispfenning by July 1, 2022 whether the District intends to re-employ Weispfenning for another contract term, whether the District does not intend to re-employ Weispfenning for another contract term, or whether the District has not yet made a determination about re-employment.

6. **Salary.** The District shall pay an annual salary to Weispfenning of \$326,130, payable on a monthly basis, and prorated for service less than one year.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Benefits.** During the term of this Agreement, the District shall provide Weispfenning with the same health, welfare, and other benefits, including for vacation, sick leave, holidays, and leaves of absence, as are approved by the Board for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board.

9. **Post-Employment Benefits.** Upon expiration or termination of this Agreement, and until he commences other employment with similar benefits, Weispfenning, at his option, may continue to obtain medical, dental, and vision benefits for himself and his dependents until he reaches age 70. Up to age 65, this coverage would be through a plan offered by the District as selected by Weispfenning, and after age 65 up to age 70, it would be through Medicare. In providing these benefits to Weispfenning, the District will pay for the District's portion of the

cost of the benefits through an annuity. Prior to the date of Weispfenning's separation from the District, the District will project the total amount of the District's payments through age 70 which will be paid to an annuity in a lump sum, and Weispfenning will be responsible for payment of the employee's portion of the cost of the benefits. The District agrees that should this or any other provision of this Agreement be deemed ineffective or unlawful, such as due to a change in law, the District will provide equivalent benefits to Weispfenning.

10. Automobile Expenses. In lieu of reimbursement for business mileage, Weispfenning shall be paid an automobile stipend of \$400 per month.

11. Business Expenses. In consideration of the need for Weispfenning, as Chancellor, to develop high-level community, business, and civic relationships, Weispfenning shall be reimbursed up to \$6,000 per academic year, payable monthly and pro-rated for partial years, for his appropriate business expenses. Weispfenning shall comply with District policy and procedures regarding submission of receipts.

12. 403(b) Plan. The District shall contribute a maximum of \$6,000 per calendar year as allowed by IRS regulations, prorated for partial years, to a 403(b) tax-deferred plan on behalf of Weispfenning.

13. Evaluation. Weispfenning shall be evaluated at least annually by the Board pursuant to Board Policy 2435.

14. Dismissal, Suspension, or Imposition of Penalties. Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal, suspension, or imposition of penalties on Weispfenning during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Weispfenning shall be given an opportunity prior to any formal disciplinary proceedings to receive in writing the rationale for consideration of dismissal, suspension, or imposition of penalties; this written rationale shall be sent to Weispfenning via regular mail, with a proof of service signed under penalty of perjury, and by email, 30 days prior to formal action by the Board. Weispfenning shall be entitled to due process protections as required by law which shall include Weispfenning's right to meet with the Board in Closed Session, with his legal counsel, prior to the Board making a final decision about discipline.

15. Termination Without Cause. Except if the District terminates this Agreement for cause pursuant to Section 14 of this Agreement, the Board may terminate this Agreement without cause, and the maximum cash settlement that Weispfenning may receive shall be an amount equal to the monthly salary of Weispfenning multiplied by the number of months left on the unexpired term of this Agreement, plus any accrued and unused vacation; however, notwithstanding Section 53260 of the *Government Code*, the maximum cash settlement shall be an amount equal to the monthly salary of Weispfenning multiplied by twelve, plus any accrued and unused vacation. Pursuant to Section 53261 of the *Government Code*, Weispfenning will continue to receive health benefits for the same duration of time as covered in the settlement under this Section 15, or until Weispfenning finds other employment, whichever comes first. Pursuant to Section 53243.2 of the *Government Code*, any such cash settlement that Weispfenning receives from the District under this Section 15 shall be fully reimbursed to the

District by Weispfenning if Weispfenning is subsequently convicted of a crime involving an abuse of his position.

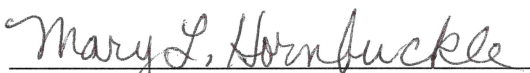
16. Medical Examination. Weispfenning agrees to have a comprehensive medical examination annually which shall be conducted by a physician chosen by Weispfenning. Additionally, the District retains the right to require Weispfenning to undergo additional medical examinations by a physician of Board's choice; the scope of any such additional medical examination shall be limited to whether there are any functional limitations with respect to Weispfenning's ability to perform his duties and responsibilities as Chancellor. The District shall pay the cost of all medical examinations pursuant to this Section 16. For any medical examination under this Section 16, Weispfenning shall provide a written description of his duties and responsibilities to the physician prior to the examination, and after the examination, the physician shall promptly inform the Board, in writing, only as to whether there are any functional limitations with respect to Weispfenning's ability to perform his duties and responsibilities as Chancellor.

17. Savings Clause. If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. Entire Agreement. Upon its commencement, this Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. Amendment. This Agreement may be modified only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.



Mary L. Hornbuckle
President, Board of Trustees

Dated: September 20, 2018



Dr. John Weispfenning
Chancellor

Dated: September 20, 2018