

SANTA CLARITA COMMUNITY COLLEGE DISTRICT

AMENDED EMPLOYMENT AGREEMENT DR. DIANNE GRACIA VAN HOOK CHANCELLOR, SANTA CLARITA COMMUNITY COLLEGE DISTRICT AND PRESIDENT, COLLEGE OF THE CANYONS

The Santa Clarita Community College District Board of Trustees at a duly called meeting held on August 22, 2018 amended the contract for employment of Dr. Dianne Gracia Van Hook. This contract can be amended by mutual agreement of both parties.

1. TERM OF THE CONTRACT

The term of the contract shall be for four (4) years beginning July 1, 2018, and ending June 30, 2022. On June 30, 2019, this contract will automatically be extended by one year, until June 30, 2023. On or before June 30, 2019, and yearly thereafter, the ending date of the contract may be extended for an additional year, subject to the Chancellor, Santa Clarita Community College District and President, College of the Canyons receiving a satisfactory performance evaluation by the Board of Trustees.

2. POWERS AND DUTIES

The Chancellor, Santa Clarita Community College District and President, College of the Canyons shall be the executive officer of the Board of Trustees and shall serve as Secretary to the Board. All powers and duties which may lawfully be delegated to the Chancellor, Santa Clarita Community College District and President, College of the Canyons are to be executed in accordance with the policies adopted by the Board of Trustees. Such acts as may require ratification by the Board of Trustees shall be referred to the Board at the earliest opportunity.

3. SALARY

A. Merit Performance Includes:

Upon successful performance evaluations for each of the contract years since the last merit increase, the BOT will grant a merit increase to salary reflecting at least the total compensation afforded to employee groups in the 2017-18 and 2018-19 year.

B. The salary for the 2017-18 academic year for this position will be \$331,944 annually at the rate of \$27,662 per month.

C. The salary for the 2018-19 year for this position will be \$348,541.20 annually at the rate of \$29,045.10 per month.

4. OTHER ANNUAL CONDITIONS

A. Leaves:

1. Vacation:

The Chancellor, Santa Clarita Community College District and President, College of the Canyons shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement. During the term of this agreement, the Chancellor, Santa Clarita Community College District and President, College of the Canyons shall receive paid vacation at the rate of thirty-four (34) days per year (2.833 days per month).

A maximum of thirty-five (35) days of unused vacation may be exchanged for cash compensation on an annual basis with the daily rate calculated per Education Code Sections 22138.5 (c), 87815, and 87817. In order to minimize future District financial liability, the maximum number of days of unused vacation to be carried over from year-to-year will be sixty (60). Exceptions to this can be made by the Board.

Upon separation from the District, the Chancellor of the Santa Clarita Community College District and President, College of the Canyons shall be entitled to full compensation for unused vacation at her daily rate of pay at the time of her retirement.

2. Sick Leave:

During the term of the agreement, the Chancellor, Santa Clarita Community College District and President, College of the Canyons shall accrue sick leave at the rate of twelve (12) days per year. Per State Code, accrued but unused sick leave shall be carried forward from year-to-year. Upon separation from the District, accumulated days of sick leave will be applied toward service credit (for the purpose of retirement) but will not be reimbursed for cash compensation.

3. Paid Holidays:

The Chancellor, Santa Clarita Community College District and President, College of the Canyons shall be entitled to approved District holidays (currently 16 days).

A discretionary day will be added in lieu of Cesar Chavez day to be taken during the year in which it was awarded.

B. Necessary Expenses:

The Chancellor, Santa Clarita Community College District and President, College of the Canyons shall be reimbursed for all other actual necessary expenses incurred in carrying out the duties and obligations of her position as allowable under IRS Code 162 and in accordance with administration procedures. (Administrative Procedures 6330, 6395, and 6301)

C. Professional Development:

The Chancellor, Santa Clarita Community College District and President, College of the Canyons shall be provided with professional development leaves. The duration, timing, and

content of the professional development plan leave shall be agreed upon by the Board of Trustees and the Chancellor, Santa Clarita Community College District and President, College of the Canyons with reasonable notice.

Upon prior approval by the Board of Trustees, the District will pay for the cost of professional development courses/training/seminars/continuing education courses and professional licenses as appropriate for the Chancellor, Santa Clarita Community College District and President, College of the Canyons to include necessary travel and expenses.

A two (2) month sabbatical 8 (weeks) is approved for 2018-19(carried over from 2007-08, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, and 2017-18) to be taken at a time that is mutually agreed to by the Board of Trustees and the Chancellor.

D. Insurance Program:

1. The Chancellor, Santa Clarita Community College District and President, College of the Canyons shall be entitled to such health, life, and other forms of insurance as are provided to other administrators.
2. The Chancellor, Santa Clarita Community College District and President, College of the Canyons shall continue to receive \$2,691 per year to defray the cost of long-term disability insurance, term life, and liability insurance.
3. The Chancellor, Santa Clarita Community College District and President, College of the Canyons will continue to be provided with an annual contribution of \$3,700 for each of the years of this contract to defray the cost of purchase of a long-term care policy. This amount may be adjusted upon mutual agreement of both parties.
4. The District will continue to set aside \$9,000 per year for each of the years 2018 through 2022 to assist in covering the costs of long-term care, supplemental health, dental, and vision care, upon retirement. Said benefit is renewable in future years upon the mutual agreement of both parties (amount and duration).
5. Upon her retirement, the Chancellor may purchase the Santa Clarita Community College District's medical, dental, and/or vision insurance for herself and her spouse per Board Policy 7380.

E. Fringe Benefits:

The Chancellor will be provided with Vision, Dental and District Health PPO two-party coverage for herself and her husband on an annual basis.

F. Outside Professional Activities:

The Chancellor, Santa Clarita Community College District and President, College of the Canyons may undertake outside professional activities on her own time and expense. These activities may include, but are not limited to, consulting, training, public speaking, and writing. Such outside professional activities shall not, in the Board's sole judgment, interfere with the

Chancellor, Santa Clarita Community College District and President, College of the Canyons' performance of her duties nor be in conflict with the interests of the Santa Clarita Community College District. The District will not be responsible for any costs associated with said activities, including preparation of materials or staff time attendant to the performance of said activities.

G. Retirement

Upon her decision to retire, the Chancellor, will be able to retire under a SERP. She may either elect to do so with an incentive of 75% of her base salary in the final contract year worked or what is available in any SERP provided to administrators and faculty at the time of her retirement. The SERP will be administered by PARS and the benefit will be received in 5 equal payments over 5 years.

5. ANNUAL EVALUATION

The Board of Trustees may evaluate and discuss the performance of the Chancellor, Santa Clarita Community College District and President, College of the Canyons at any time during the term of this agreement. The Board of Trustees shall schedule at least one meeting annually (in Closed Session) for the purpose of evaluating the performance of the Chancellor, Santa Clarita Community College District and President, College of the Canyons and considering modifications to the employment contract. This evaluation shall take place prior to June 30 of each year.

The Chancellor, Santa Clarita Community College District and President, College of the Canyons shall provide written notification to the President of the Board of Trustees (copying all Board members). The Chancellor, Santa Clarita Community College District and President, College of the Canyons shall include a written statement of requests for any proposed contract modifications 30 days prior to the commencement of the performance evaluation.

6. INDEMNIFICATION/CONTRACT MODIFICATION AND TERMINATION/RESIGNATION

A. Defense and Indemnification

The District shall defend, hold harmless, and indemnify the Chancellor, Santa Clarita Community College District and President, College of the Canyons from any and all demands, claims, suits, actions, and legal proceedings brought against her in her individual capacity or her official capacity as agent and employee of the District, provided the incident arose while the Chancellor, Santa Clarita Community College District and President, College of the Canyons was acting within the scope of her employment as the Chancellor, Santa Clarita Community College District and President, College of the Canyons and not as a result of actual fraud, corruption, actual malice, or is not an intentional physical act. In the event of a conflict between the defense of the Chancellor, Santa Clarita Community College District and President, College of the Canyons and the District, provisions set forth in Government Code Sections 810-980 shall apply.

B. Modification or Termination:

This employment agreement may be modified or terminated during the term thereof by mutual consent of the contracting parties as set forth in Education Code Sections 72411 and 72411.5 and in conformance with State law.

C. Resignation

In any fiscal year in the course of this agreement, the Chancellor, Santa Clarita Community College District and President, College of the Canyons may resign from her employment with the District on the condition that she provide ninety (90) days written notice prior to the effective date of resignation.

Agreed to by the parties on August 22, 2018.

**CHANCELLOR, SANTA CLARITA COMMUNITY COLLEGE DISTRICT AND PRESIDENT,
COLLEGE OF THE CANYONS**



Dianne Gracia Van Hook, Ed.D.


**BOARD OF TRUSTEES OF THE
SANTA CLARITA COMMUNITY COLLEGE DISTRICT**



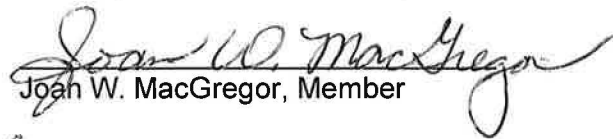
Steve D. Zimmer, President



Michael D. Berger, Vice President



Michele R. Jenkins, Clerk



Joan W. MacGregor, Member



Edel Alonso, Member