

CERRITOS COMMUNITY COLLEGE DISTRICT EMPLOYMENT AGREEMENT

This Agreement is entered into by and between Dr. Mercedes Gutierrez (the Vice President) and the **Cerritos Community College District** (District) for employment in the position of Vice President of Human Resources/Assistant Superintendent effective on the date of full execution.

AGREEMENT

The parties hereto agree as follows:

1. The Board agrees and offers to employ the Vice President in a contract classified administrator position as Vice President of Human Resources/Assistant Superintendent of the District for the period commencing June 22, 2022, and ending on the close of business on June 21, 2024. The Vice President agrees and accepts said employment.
2. The Vice President will assist and advise the President/Superintendent in the administration of all human resources, collective bargaining, labor relations and personnel management for the District. In serving in the position, the Vice President will perform all other duties and fulfill all other responsibilities as may be assigned by the President/Superintendent or the Board of Trustees. The Vice President may in the absence of the President/Superintendent, and at the direction of the President/Superintendent, serve in the position of President/Superintendent and carry out those necessary duties and responsibilities as provided by law or prescribed or assigned by the Board of Trustees.
3. The Vice President will have all powers, duties, and responsibilities pertaining to this position provided by law, contained in the job description or prescribed or assigned by the Board of Trustees.
4. The Vice President will be compensated based upon placement on Step 4, for this position on the Board-approved Contract Management Employees Salary Schedule (\$18,448.20/monthly salary). Salary grade/rate is subject to further adjustment on or after July 1, 2023, according to the provisions of the Contract Management Employees Salary Schedule.
5. The monthly salary paid will not be less than the base salary listed in paragraph 4 above; except upon the condition that the academic and

classified staffs take an across-the-board reduction in salary or the classified and management staffs are furloughed. In that event, the Board of Trustees reserves the right to reduce the Vice President's base salary by the same percentage as that experienced by the academic and classified staffs; or to order the furlough for the same period as the management and classified staffs.

6. The Board of Trustees agrees to provide health and welfare and other fringe benefits to the Vice President that are consistent with all other District management employees.
7. The services of the Vice President will be required for twelve (12) months of full and regular service in each year during the period covered by this contract.
8. The Vice President will be entitled to twelve (12) sick leave days per fiscal year. Such sick leave days may be used for illness leave or may be accumulated from year to year with no limit as to the number of days accumulated.
9. The Vice President will be entitled to vacation leave benefits consistent with all other District management employees pursuant to Board Policy. The Vice President will not accrue more than two years' annual vacation time and accrual will be consistent with the terms of the management procedure. Upon conclusion of the term of this Agreement, including any extension(s), the Vice President will be compensated at the then-current rate of pay for accrued vacation which has not been taken.
10. The Vice President will be provided a \$300.00 per month car allowance in lieu of mileage reimbursement.
11. It is agreed that there will be a minimum of one annual evaluation of the Vice President's performance in her position during the term of this contract. Upon completion of the evaluation in 2023, the term of the contract may be increased or extended by mutual consent.
12. *Termination for Cause.* This Agreement may be terminated prior to its expiration date if the Board of Trustees determines that the Vice President has materially breached the terms of the Agreement, or for any of the grounds enumerated in District Board Policy 7365 (or any subsequent amendment or revision of that Policy). Prior to exercising this option, the Board of Trustees will give the Vice President written notice of its intention, with a statement of the specific act(s) or

omission(s) which give rise to the proposed action. No action will be taken on a proposed termination until the Vice President has an opportunity to meet with the Board of Trustees and any explanation(s) or defense is heard. The Vice President may be represented by counsel, at her own expense, at that meeting. The Board of Trustees, after hearing from the Vice President will make the final decision in closed session regarding whether cause exists to terminate this Agreement.

13. *Termination Due to Death or Permanent Incapacity.* The employment of the Vice President will cease upon the death of the Vice President or her permanent incapacity which renders her unable to perform the duties of Vice President of Human Resources/Assistant Superintendent as determined by a physician appointed by the Board of Trustees. All of the obligations of the District and the Board of Trustees to the Vice President will cease after the Board of Trustees receives notice of death or a medical evaluation of full incapacity.
14. According to the provisions of Education Code 72411, the Vice President will be notified of a Board of Trustees action taken a minimum of six (6) months prior to the termination date of this contract if the Board of Trustees determines that this contract will not be renewed. In the absence of notification of non-renewal, this contract will be renewed for the following fiscal year.
15. The position of Vice President of Human Resources/Assistant Superintendent is a classified administrator position and employment in this position does not afford any rights to employment in any other classified or academic position within the District.
16. The provisions of Government Code Section 53260, et seq., apply to this contract. If this contract is terminated by mutual agreement, then the maximum cash settlement that the parties may agree to will be an amount equal to the monthly salary of the Vice President multiplied by the number of months left on the unexpired term of the contract. If the unexpired term of the contract is greater than twelve (12) months, the maximum cash settlement will be an amount equal to the monthly salary of the Vice President multiplied by twelve (12). No other or additional non-cash settlement may be agreed to, except that health benefits may be continued, limited to the same time restrictions as the cash settlement, or until new employment is found, whichever occurs first. Copies of this contract and any settlement will be made available to the public upon request pursuant to state law.

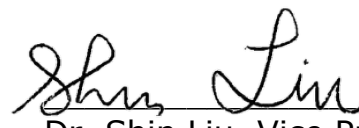
17. This offer of employment is made subject to the laws of the State of California and the rules and regulations of the California Community Colleges Board of Governors and the policies of the Board of Trustees of the District affecting the terms and conditions of employment by governing boards of school districts. These laws, rules, regulations and policies are made part of the terms and conditions of this Agreement as if they were expressly set forth in the Agreement.

In Witness of this Agreement, the signatures of the parties below, who are the duly elected representatives of the District.

BOARD OF TRUSTEES



James Cody Birkey, President



Dr. Shin Liu, Vice President



Dr. Sandra Salazar, Clerk



Mariana Pacheco, Member



Carmen Avalos, Member



Marisa Perez, Member



Zurich Lewis, Member

Acceptance of Employment

I, Mercedes Gutierrez, accept employment under the terms and conditions set out in this Agreement and for the assignment to begin on June 22, 2022. I understand that I must meet all qualifications for employment in the position to which I am assigned as required by law and/or District policies.



[Mercedes Gutierrez \(Aug 22, 2022 12:55 PDT\)](#)

Mercedes Gutierrez, Ed.D.
Vice President of Human Resources/
Assistant Superintendent






M Gutierrez VPHumanResources_Contract

Final Audit Report

2022-08-22

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