

CERRITOS COMMUNITY COLLEGE DISTRICT

**INTERIM EXECUTIVE DIRECTOR, FOUNDATION AND INSTITUTIONAL ADVANCEMENT
TEMPORARY EMPLOYMENT AGREEMENT**

MS. MARTHA PELAYO

THIS AGREEMENT is made and entered into this 24th day of October 2022, by and between the Cerritos Community College District (“**DISTRICT**”), and MARTHA PELAYO (“**PELAYO**” or “**INTERIM EXECUTIVE DIRECTOR**”).

WHEREAS, the **DISTRICT** requires services and/or advice of a highly specialized and technical nature to lead, manage, and carry out the Executive Director functions of the College Foundation and Institutional Advancement of the college, in coordination with the President; and

WHEREAS, such services and advice are not available within the **DISTRICT** and cannot be performed satisfactorily by current **DISTRICT** employees; and

WHEREAS, **PELAYO** possesses the necessary expert knowledge, experience, and ability to perform the aforementioned services not currently available through **DISTRICT** personnel; and

WHEREAS, **PELAYO** has indicated her willingness and commitment to provide such specialized services and/or advice to the **DISTRICT** as **INTERIM EXECUTIVE DIRECTOR**, Foundation and Institutional Advancement on the terms hereafter set forth in this Agreement.

NOW THEREFORE, the parties hereto agree that the above recitals are true and correct, and further, as follows:

1. Services To Be Performed By INTERIM EXECUTIVE DIRECTOR

(a) **PELAYO** shall be assigned as a temporary **INTERIM EXECUTIVE DIRECTOR** for term agreed on Section 3 of this agreement. **PELAYO** agrees to perform all necessary services required as the Cerritos College **INTERIM EXECUTIVE DIRECTOR**, Foundation and Institutional Advancement. This position reports to the President and is responsible for the development and implementation of an aligned strategic plan that typifies effective donor cultivation and strong corporate and community relations, leading to increased giving levels that benefit the **DISTRICT** and its stakeholders. **The Interim Executive Director, Foundation and Institutional Advancement** manages all aspects of the Foundation and ensures that effective infrastructure systems are in place, including oversight of the Foundation's investment portfolio and coordinating fund disbursement. This position oversees the programs and operations of contract education, economic development, and community

advancement. The **Interim Executive Director, Foundation and Institutional Advancement** establishes and maintains positive relationships with donors, prospects, partners, alumni, and the Foundation Board.

(b) **PELAYO** represents that **PELAYO** is qualified and permitted to perform all the professional services under this Agreement and there is no applicable state law that would prohibit **PELAYO** from providing these services to the District. **PELAYO** understands and agrees that **PELAYO** is being employed as only a temporary employee with the District. Furthermore, **PELAYO** agrees and understands that **PELAYO** has no employment rights with the **DISTRICT** to any other position in the **DISTRICT** or a claim for any employment with the **DISTRICT** beyond the term of this Agreement. If **PELAYO** is interested in the regular position, **PELAYO** must apply for the position by the stated deadline once the regular position is posted.

2. Compensation.

(a) Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **PELAYO** for services rendered under this Agreement in an amount of \$11,303.26 per month (less applicable payroll taxes and other contributions, such as retirement) or a pro-rated amount for less than a full month of service. Such salary shall be paid monthly. It is agreed and understood that the regular schedule for this position is Monday through Friday with a minimum of 40 hours/week. Any changes to such schedule shall be discussed with the President.

(b) It is understood that **PELAYO** shall have all rights and entitlements to District sponsored benefits including medical, dental, and vision.

(c) It is understood that **PELAYO** will earn 14.667 hours of vacation leave and 8 hours of sick time per each full calendar month of service during the term of this agreement.

(d) It is understood that **PELAYO** will be provided a \$300.00 per month car allowance in lieu of mileage reimbursement

3. Term of Agreement.

The term of this Agreement shall commence on October 24, 2022, and shall continue until a permanent Executive Director, Foundation and Institutional Advancement assumes the position, but not to exceed June 30, 2023 or earlier subject to the provisions of Section 6 of this Agreement, at which time **PELAYO's** employment shall immediately terminate.

4. Obligations of INTERIM EXECUTIVE DIRECTOR

(a) During the term of this Agreement, **PELAYO** agrees to prosecute the

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work specified in Section 1 of this Agreement diligently. **PELAYO** may represent, perform services for, and be employed by such additional clients, persons, or companies as

PELAYO, in **PELAYO's** sole discretion desires, as long as to do so does not constitute a conflict of interest with respect to **PELAYO's** services to the Cerritos Community College District pursuant to this Agreement.

- (b) Neither this Agreement nor any duties or obligations under this agreement may be assigned by **INTERIM EXECUTIVE DIRECTOR** without the prior written consent of **DISTRICT**.

5. Obligations of District.

DISTRICT agrees to comply with reasonable requests by **INTERIM EXECUTIVE DIRECTOR** related to the work specified in Section 1 and to provide access to all documents reasonably necessary for the performance of **INTERIM EXECUTIVE DIRECTOR's** duties under this Agreement. **DISTRICT** shall also provide **PELAYO** with office space and clerical support for the performance of his duties and responsibilities.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement as described in Section 3 of this Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should **INTERIM EXECUTIVE DIRECTOR** default in the performance of this Agreement or breach any of its provisions, **DISTRICT** may terminate this Agreement by giving written notification to **INTERIM EXECUTIVE DIRECTOR**.

(c) In the event that **DISTRICT** terminates this Agreement under paragraph (b) of this Section, **PELAYO** shall only be paid for those services rendered through the date of termination.

(d) The **INTERIM EXECUTIVE DIRECTOR** understands that employment governed by this Agreement is temporary and that either the **INTERIM EXECUTIVE DIRECTOR** or the **DISTRICT** may terminate this Agreement at any time with fifteen (15) days written notice.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery

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personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **DISTRICT** and **INTERIM EXECUTIVE DIRECTOR**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) All results and proceeds of **PELAYO's** services hereunder shall be deemed to be a work made for hire for **DISTRICT** within the meaning of the copyright laws of the United States or any similar or analogous law or statute of any other applicable jurisdiction and accordingly, **DISTRICT** shall be the sole and exclusive owner for all purposes without limitation, subject only to the explicit terms of the Agreement.

(c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **INTERIM EXECUTIVE DIRECTOR** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **DISTRICT** may unilaterally amend the Agreement to accomplish the changes listed below:

1. Increase dollar amounts;
2. Administrative changes; and
3. Changes as required by law.

(d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of California, venue being stipulated to be in the County of Los Angeles.

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of **DISTRICT**, or **INTERIM EXECUTIVE DIRECTOR** in connection with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of **DISTRICT** or as a part of any audit of **DISTRICT**, for a period of three (3) years after final payment is made under this Agreement. **INTERIM EXECUTIVE DIRECTOR** shall preserve and cause to be preserved such books, records, and files for the audit period.


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(g) Each person executing this Agreement warrants that he or she has the authority to execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

(h) Both **INTERIM EXECUTIVE DIRECTOR** and **DISTRICT** will execute, acknowledge, and deliver to each other such additional customary documents as may be reasonably requested by **DISTRICT** or **INTERIM EXECUTIVE DIRECTOR** in connection with the services stated in Section 1 or as may be reasonably necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

By: 
Jose Fierro (Oct 21, 2022 14:26 PDT)

By: 

Dr. Jose Fierro
Printed Name

President/Superintendent
Title

Ms. Martha Pelayo
Printed Name

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MARTHA PELAYO
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Pelayo_Martha_InterimContract_10242022

Final Audit Report

2022-10-21

Created:	2022-10-21
By:	Kelly Rios (krios@cerritos.edu)
Status:	Signed
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-  Document created by Kelly Rios (krios@cerritos.edu)
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