

*CERRITOS COMMUNITY COLLEGE DISTRICT*

**INTERIM VICE-PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT  
EMPLOYMENT AGREEMENT**

*DR. WEI ZHOU*

**THIS AGREEMENT** is made and entered into this 1st day of July 2022, by and between the Cerritos Community College District (“**DISTRICT**”), and Dr. Wei Zhou (“**ZHOU**” or “**INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT**”).

**WHEREAS**, the **DISTRICT** requires services and/or advice of a highly specialized and technical nature to lead, organize, manage, and carry out the functions of the Human Resource area, in coordination with the President/Superintendent; and

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

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

**WHEREAS**, **ZHOU** has indicated his willingness and commitment to provide such specialized services and/or advice to the **DISTRICT** as Interim Vice-President of Academic Affairs/Assistant Superintendent 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 VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT**

(a) **ZHOU** shall be assigned as a temporary **INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** for term agreed on Section 3 of this agreement. **ZHOU** agrees to perform all necessary services required as the Cerritos College Interim Vice-President of Academic Affairs/Assistant Superintendent. The position has primary responsibility and accountability for planning, organizing, coordinating, and directing the District’s comprehensive Academic Affairs. The Interim Vice-President of Academic Affairs/Assistant Superintendent will assist and advise the President/Superintendent in instructional matters; and is responsible for the leadership, direction and administration of Instructional Deans and the entire instructional program, including the Instructional Divisions, Community Education, Adult Education and Diversity Programs, Pathways Programs, the College Learning Resource Center and the Office of Research and Planning. In serving in the position, the Interim 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.

(b) **ZHOU** represents that **ZHOU** is qualified and permitted to perform all the professional services under this Agreement and there is no applicable state law that would prohibit **ZHOU** from providing these services to the District. **ZHOU** understands and agrees that **ZHOU** is being employed as only a temporary employee with the District. **ZHOU** agrees and understands that **ZHOU** 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.

## **2. Compensation.**

(a) Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **ZHOU** for services rendered under this Agreement at Step 1 of the Contract Management Employees Salary Schedule, in an amount of \$ 16,736.00 per month (less applicable taxes and Social Security) or a pro-rated amount for less than a full month of service. Such salary shall be paid monthly.

(b) The **DISTRICT** agrees to provide **ZHOU**, a \$300.00 per month car allowance in lieu of mileage reimbursement.

(c) **ZHOU** will be entitled to eight (8) hours of sick leave per month worked.

(d) **ZHOU** will be entitled to 14.664 hours of vacation leave per calendar month worked.

(e) It is understood that **DISTRICT** will provide medical, dental and vision insurance coverage to **ZHOU** as provided to other managers.

## **3. Term of Agreement.**

The term of this Agreement shall commence on July 1, 2022, and shall continue to June 30, 2023 or earlier subject to the employment of the regular Vice President of Academic Affairs/Assistant Superintendent and the provisions of Section 6 of this Agreement, at which time the employment of **ZHOU** shall immediately terminate.

## **4. Obligations of INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT**

(a) During the term of this Agreement, **ZHOU** agrees to prosecute the work specified in Section 1 of this Agreement diligently. **ZHOU** may represent, perform services for, and be employed by such additional clients, persons, or companies as **ZHOU**, in **ZHOU's** sole discretion desires, as long as to do so does not constitute a conflict of interest with respect to **ZHOU'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 VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** without the prior written consent of **DISTRICT**.

## **5. Obligations of District.**

**DISTRICT** agrees to comply with reasonable requests by **INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** related to the work specified in Section 1 and to provide access to all documents reasonably necessary for the performance of **INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT's** duties under this Agreement. **DISTRICT** shall also provide **ZHOU** with office space and administrative 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 VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** default in the performance of this Agreement or breach any of its provisions, **DISTRICT** may terminate this Agreement by giving written notification to **INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT**.

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

(d) The **INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** understands that employment governed by this Agreement is temporary and that either the **INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** 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 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 VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) All results and proceeds of **ZHOU'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 VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** 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 VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** 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 VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** shall preserve and cause to be preserved such books, records, and files for the audit period.

(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 VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** and **DISTRICT** will execute, acknowledge, and deliver to each other such additional customary documents as may be reasonably requested by **DISTRICT** or **INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT** 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.

ON BEHALF of the **Cerritos Community College District**,

  
Jose Fierro (Aug 17, 2022 17:27 PDT)


**Dr. José Fierro**  
President/Superintendent  
Cerritos Community College District

Aug 17, 2022  
Date

  
James Cody Birkey (Aug 17, 2022 17:28 PDT)

**James Cody Birkey**  
President, Board of Trustees  
Cerritos Community College District

Aug 17, 2022  
Date

  
Wei Zhou (Aug 17, 2022 17:19 PDT)

**Dr. Wei Zhou**

Aug 17, 2022  
Date

Date of Governing Board's Authorization for **INTERIM VICE PRESIDENT OF ACADEMIC AFFAIRS/ASSISTANT SUPERINTENDENT's** Employment: June 8, 2022