

**CONTRACT FOR EMPLOYMENT OF CHANCELLOR BETWEEN
THE SAN FRANCISCO COMMUNITY COLLEGE DISTRICT AND DR. CARLOS CORTEZ**

THIS AGREEMENT is hereby made and entered into this day of May 29, 2025, by and between the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT ("District") and DR. CARLOS CORTEZ ("Dr. Cortez").

IT IS HEREBY AGREED AS FOLLOWS:

1. Chancellor:

Dr. Cortez is hereby employed as the District's Chancellor and shall serve as the Chief Executive Officer of the District and Executive Secretary to the Board of Trustees ("Board").

2. General Terms and Conditions of Employment:

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District. Said laws, rules, regulations, policies and procedures are hereby made a part of the terms and conditions of this contract as though herein set forth.

3. Powers and Duties:

During the term of Dr. Cortez's employment with the District under this Agreement, Dr. Cortez shall devote such time, skills, labor, and attention to the affairs and business of the District as are necessary to perform faithfully all of the powers and duties of the position of Chancellor and Chief Executive Officer in accordance with laws, rules, regulations, policies and procedures set forth above.

4. Term of Employment:

The term of this Agreement shall be for the period commencing July 1, 2025, and ending on June 30, 2028, unless extended by mutual agreement and in conformance with applicable laws and regulations. [Education Code section 72411(a).]

Notice of Finalist in Search. The Employee shall immediately notify the Board President should the Employee enter into the selection process for another position with any other employer. At such time as Dr. Cortez has knowledge of the intention of any other executive officer of the District to voluntarily seek any employment elsewhere, he shall promptly inform the Board of the executive officer's intention to do so.

5. Salary:

Effective July 1, 2025, the base annual salary shall be Three Hundred and Fifty Thousand Dollars (\$350,000). The annual salary shall be paid in twelve (12) equal monthly installments with proration for a period of less than a full year of service.

Chancellor's base salary may be increased by the Board in its sole discretion each July 1 that this Contract is in effect commencing July 1, 2026, based on meritorious performance as reflected in the annual performance evaluation in paragraph 10.

During the term of this Agreement, Dr. Cortez shall receive the same cost of living or base salary adjustments as provided to the Executive Officers, subject to and conditioned on a determination by the Board that Dr. Cortez's performance has been satisfactory in the preceding academic year.

In the event that the Board imposes salary reductions on administrators, salary under this section shall also be reduced to the same extent as for the other administrators and restored to the same extent on the same terms of administrators.

Salary adjustments made under this provision shall not constitute a new contract or otherwise extend the termination date of the existing contract.

District will consider the creation of a San Francisco Community College District Chancellor Salary Schedule.

6. Expense Allowance:

The District shall reimburse Dr. Cortez, as budgeted by the District and in accordance with District procedures and practices, all actual and necessary expenses for attending meetings, conferences, and other activities incurred in performing the duties and responsibilities of the Chancellor. These expenses will be reimbursed in accordance with Board Policy.

Personal Communication Device: The Chancellor shall maintain in possession a personal cellular phone or other personal communication device for District business. Chancellor shall be reasonably available for communication on such device for twenty-four hours per day. The District shall pay a stipend of \$60/month to compensate the Chancellor for use of his personal communication device for District business.

The District shall pay or reimburse Dr. Cortez for professional dues for two organizations of his choice that are reasonably related to the performance of his duties as Chancellor. This does not include institutional membership in national organizations such as American Association of Community Colleges, Association of Governing Boards, and Association of Community College Trustees.

The District shall provide relocation expenses of \$15,000 for Chancellor's initial relocation to the San Francisco Bay Area.

7. Fringe Benefits:

The yearly optional fringe benefit dollar allowance shall be the same as that which is provided by the Board for the District's twelve-month management employees. It is understood that the above amount is in addition to the standard medical benefits available to District employees.

8. Professional Schedule and Vacation:

Dr. Cortez shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this contract or a portion thereof.

Dr. Cortez shall accrue one (1) day of sick leave for each full calendar month of service during the fiscal year.

Dr. Cortez shall earn and accrue vacation at the rate of two and sixteen hundredths (2.16) days for each full calendar month of service during the fiscal year (26 days per fiscal year), exclusive of holidays provided in the Education Code and any additional local holidays granted by the District's Board to management personnel. Earned vacation time which is not used in a fiscal year may be carried over to the next fiscal year, provided the accumulated vacation balance may not exceed forty-four (44) days. Whenever the accumulated vacation balance reaches forty-four days, vacation shall cease accruing. Vacation accrual shall resume when the accumulated vacation balance falls below forty-four (44) days. In June of each fiscal year, Dr. Cortez may elect, in writing, to cash out up to ten (10) days (80 hours) of vacation from his earned vacation leave, which shall be paid to Dr. Cortez by the District in July at the rate applicable when such cash out election is made.

All vacation time must be scheduled in advance and approved by the Board President or the Board Vice President in the absence of the Board President.

After each four (4) full, consecutive years of service as Chancellor, which do not include a sabbatical, Dr. Cortez may request a fully paid sabbatical not to exceed forty-two (42) consecutive duty days. The granting of the sabbatical shall be at the sole discretion of the Board.

Dr. Cortez shall be entitled to up to ten (10) professional development days of leave per year of this Agreement for the purpose of continuing education, maintaining professional certifications directly related to his employment as Chancellor, and other personal professional development directly related to his employment as Chancellor. These days shall not occur on Board meeting days or otherwise interfere with his standing meetings, or scheduled meetings or events, and require prior approval by the Board President or the Board Vice President in the absence of the President. Dr. Cortez shall report to the Board the activities in which he engaged during these professional development days. These leave days shall not accrue from year to year.

9. Board/Chancellor Relationship:

The Board shall provide Dr. Cortez with periodic opportunities to discuss Board/Chancellor relationships and shall inform Dr. Cortez, at least annually, regarding his performance, strengths, and areas for improvement as perceived by the Board. An annual retreat will be held with Dr. Cortez and the Board to establish goals for the coming year and to review progress on the goals from the prior year.

10. Evaluation Process:

Dr. Cortez shall be evaluated in accordance with the process specified in CCSF Board Policy 1.24. A mutually agreed-upon evaluation plan shall be in place by October 1, 2025.

11. Termination of Contract:

a. Mutual Consent

This Agreement may be terminated at any time by mutual consent of the Board and the Chancellor. In the event this Agreement is terminated prior to June 30, 2028, by mutual consent of the parties hereto, or due to the death or inability of Dr. Cortez to perform the duties and responsibilities of Chancellor, the District shall pay to Dr. Cortez (or Dr. Cortez's heirs or estate, as may be applicable) any accrued base salary; such unused, but accrued, vacation benefits earned through the date of termination at the rate in effect at the time of termination; expense reimbursement amounts owed to Dr. Cortez hereunder, and any other amount to which Dr. Cortez is entitled

pursuant to this Agreement or as required by law. The date of termination of the Agreement for pay purposes shall be adjusted to include such entitlement provided, however, that the adjusted date of termination shall not be later than the ending date of this Agreement first established hereinbefore.

b. Termination without Cause

The Chancellor serves at the pleasure of the Board and the Board may unilaterally terminate this Agreement without cause at any time. If this Agreement is terminated without cause, the Chancellor shall receive an amount equal to the monthly salary of the Chancellor multiplied by the number of months left on the unexpired term of the contract, not to exceed six (6) months. If the unexpired term of the Agreement is greater than six (6) months, notice of the Board's determination that the Chancellor is not to be reemployed shall be given by written notice no fewer than ninety (90) days preceding the expiration of the Agreement. [Ed. Code § 72411]. Payments to the Chancellor shall be made on a monthly basis unless the Parties agree otherwise.

c. Termination with Cause

The Board may terminate Dr. Cortez for good cause including, but not limited to: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or lawful Board directives; (3) material breach of this Agreement; (4) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; and (5) occurrence of any event which would justify dismissal of a regular or academic employee as set forth in Education Code section 87732.

No termination for cause based on unsatisfactory performance shall be pursued unless the Board has issued a "less than satisfactory" evaluation, provided an improvement plan, and allowed ninety (90) days for the Chancellor to improve performance to a "satisfactory" rating as determined by the Board. If this Agreement is terminated for cause Chancellor shall receive an amount equal to the monthly salary of the Chancellor up to the date of termination.

d. Maximum Cash Settlement.

If this Agreement is terminated by the Board of Trustees at any time prior to this expiration date, the cash settlement that Dr. Cortez may receive shall be the monthly salary for the number of months left on the unexpired term of this Agreement or six (6) months, whichever is less. Any such cash settlement shall not include other fringe benefits or non-cash items, except for health benefits. Health benefits will continue for either (a) the number of months left on the unexpired term of this Agreement or six (6) months, whichever is less, or (b) until Dr. Cortez finds other employment, whichever occurs first. There shall be no waiver of any and all COBRA rights irrespective of the preceding conditions.

12. Disciplinary Action for Cause of Dismissal, Suspension or Demotion During the Term of the Agreement:

The Board of Trustees may, at any time, dismiss, suspend, or demote Dr. Cortez for cause, including, but not limited to, breach of this Agreement, any ground enumerated in the Education Code sections 87732 and 87735, his unsatisfactory performance, his failure to perform his responsibilities, or for other conduct which is seriously prejudicial to the District. The Board shall not terminate this Agreement or impose penalties pursuant to this Paragraph until a written statement of the grounds for such action has first been served upon Dr. Cortez. He shall then be entitled to request a hearing on the charges, to be conducted in closed session, by submitting a written request to the Board President not later than five (5) business days after service of the Board's statement of the grounds for disciplinary action. The failure of Dr. Cortez to submit a timely request for a hearing shall be deemed a waiver by Dr. Cortez of the right to a hearing and the Board of Trustees may act upon the charges without further notice.

If Dr. Cortez submits a timely request for a hearing, the Board of Trustees may conduct the hearing, or may secure the services of an impartial third-party hearing officer. Dr. Cortez shall be given written notice of the date, time and

place where the hearing will be held. Failure of Dr. Cortez to appear, having been duly notified of the date, time and place of the hearing, shall be deemed a waiver by Dr. Cortez of the right to a hearing and the Board of Trustees may act upon the charges without further notice.

Dr. Cortez shall have the right to represent himself in the hearing or to be represented by counsel of choice at his own expense, and shall have the opportunity to fully respond to all matters raised in the statement of charges, and the opportunity to introduce evidence in support of his position. The conduct of the hearing will be determined by the Board of Trustees or by the hearing officer, if applicable, who shall have the right to control the proceedings. Formal rules of evidence shall not apply, and any relevant evidence may be admitted. Pursuant to its findings, conclusions and decision, the Board may sustain or reject any or all of the charges against Dr. Cortez and may sustain, modify or reject the disciplinary action proposed or invoked. In those cases where the Board has received a proposed decision from a third-party hearing officer, the Board may accept, modify or reject the decision and recommendation of the hearing officer. The Board shall provide Dr. Cortez with a written decision, which shall be final.

13. Hold Harmless Clause:

When any civil action is brought against Dr. Cortez, arising out of any action or omission in the course and scope of the duties of the Chancellor, the District will indemnify and defend him in accordance with the provisions of the California Government Code for the defense and indemnification of public employees.

14. Conflict of Financial Interest:

Dr. Cortez is subject to the disclosure and other provisions of the District's Conflict of Interest Code, whether or not his position is specifically enumerated therein. Dr. Cortez will avoid any situation that may constitute a conflict of financial interest and will disqualify himself from participating in decisions or the making of any contract in which he has a financial interest. Conflicts of interest may relate not only to Dr. Cortez but also to his family and business associates, or transactions between the District and Dr. Cortez, including employment of or contracts with relatives, friends, and business associates by the District.

15. Conflict of Personal, Private or Special Interest:

Dr. Cortez, as an agent of the Board, will protect, advance, and promote the interests of the Board and of the District, maintaining independent judgment unbiased by personal or private interests of himself or any special interest group.

16. Savings Clause:

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

This Agreement has been executed and delivered within the State of California, and rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California with venue situated in the City and County of San Francisco, California.

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.

17. Reimbursement to District in the Event of Criminal Conviction:

Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event Dr. Cortez is convicted of a crime constituting "abuse of office," he shall reimburse the District to the fullest extent required by Government Code section 53243 et seq. (i.e., for paid leave time, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq. For the purpose of the above provisions, "abuse of office or position" means an abuse of public authority (including, but not limited to, waste, fraud, and violation of the law under color of authority) or a crime against public justice (including, but not limited to, bribery, corruption, forgery, perjury, and money laundering).

18. Miscellaneous Provisions:

This Agreement supersedes any and all previous agreements between the parties and any amendments thereto with respect to the subject matter hereof, and contains the entire agreement and understanding between the parties with respect to the subject matter hereof. There are no oral understandings, or terms and conditions between the parties hereto not contained or referenced in the Agreement.

This Agreement cannot be modified orally. It may be modified or superseded only by a written amendment executed by both parties.

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

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

By: _____
Anita Martinez, President, Board of Trustees

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to perform faithfully all the duties of employment of Chancellor and Chief Executive Officer of the District.

Acceptance: _____
Dr. Carlos Cortez