



GROSSMONT-CUYAMACA  
COMMUNITY COLLEGE DISTRICT

TO: Dr. Omero Suarez  
FROM: Rick Alexander, Governing Board President  
DATE: August 9, 2007  
SUBJECT: Employment contract Addendum

This addendum will serve to update your employment contract that was entered into July 1, 2006, to reflect a change in compensation.

**Updates to employment contract:**

**As Reads:** The Chancellor's base salary shall be set at one hundred eighty four thousand, four hundred and twenty-six dollars (\$184,426) annually.

**Shall Read:** The Chancellor's base salary shall be set at one hundred ninety one thousand, eight hundred and three dollars (\$191,803) annually. This base compensation is effective (retroactive) to July 1, 2006, and will be paid according to the District's customary payroll practices.

All other provisions of the previous employment contract shall remain unchanged.

GROSSMONT-CUYAMACA COMMUNITY  
COLLEGE DISTRICT

ADMINISTRATOR

By: Richard D. Alexander Date: 9-11-07  
Richard D. Alexander  
Governing Board President

Dr. Omero Suarez Date: 9-6-07  
Dr. Omero Suarez  
Chancellor

APPROVED AS TO FORM AND LEGALITY

WORLEY SCHWARTZ GARFIELD & PRAIRIE,  
LLP

By: Timothy K. Garfield  
Timothy K. Garfield  
Date: 8/30/07

**CONTRACT OF EMPLOYMENT  
DISTRICT CHANCELLOR**

THIS CONTRACT is made and entered into this first day of July 2006, by and between the GOVERNING BOARD OF THE GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "The District") and Dr. Omero Suarez (hereinafter referred to as "Chancellor").

**WITNESSETH:**

1. Employment of Chancellor

The District hereby employs Dr. Omero Suarez as District Chancellor pursuant to the terms and conditions contained in this Agreement.

2. Term of Agreement

The term of this Agreement shall be for a period of four (4) years commencing on July 1, 2006 and terminating on June 30, 2010. Unless the Chancellor is notified, by December 30, 2009, of the District's intent to non-renew this agreement, this agreement will renew for a term of one (1) year. Once during each twelve (12) months of this agreement, the Chancellor may request from the Governing Board that it consider changes to the term and compensation provisions of this Agreement.

3. Evaluation of District Chancellor

The District Chancellor shall be evaluated by the Governing Board at least once each calendar year. Such evaluation shall be based upon mutually agreed upon goals and objectives. It is the intention of the parties that performance goals and objectives are personal to the administrator, confidential, part of the evaluation process, discussed as a part of the evaluation only in closed session, and are not to be released to the public.

4. Compensation

The Chancellor's base salary shall be set at one hundred eighty-four thousand, four hundred and twenty-six dollars (\$184,426) annually. Effective July 1, 2006 and each July 1 thereafter, the Governing Board may adjust the amount upward by, at least, an amount equal to the effective state COLA afforded to the District. In no event shall the District, during the term of this Agreement, take action to reduce the salary of the Chancellor.

5. Vacation and Sick Leave

The Chancellor shall receive twenty-four (24) days of paid vacation in each year to be taken consistent with the provisions of the District's Management Handbook. He shall receive the same sick leave benefits granted by the District to its management employees. In addition, Dr. Suarez shall be granted five (5) days a year for professional development.

6. Health and Welfare Benefits

The Chancellor shall be provided with all health, vision, life insurance, dental, and long-term disability benefits granted by the District to its management employees. The

District shall pay the premium cost of a long-term care policy not to exceed **seventy-five dollars (\$75) per month.**

7. **Travel Allowance**

The Chancellor is expected to attend appropriate professional meetings and conferences at the local, state and national levels. For the purpose of attending such meetings and conferences, the Board shall budget no less than **five thousand dollars (\$5,000)** each year for payment of the ordinary and necessary expenses incurred by Dr. Suarez in attending such meetings.

8. **Mileage Allowance**

The Chancellor shall receive a monthly allowance of **Eight Hundred Fifty Dollars (\$850)** as reimbursement for the use of his automobile in conducting District Business.

9. **Expense Allowance**

The District shall allocate the sum of **Ten Thousand Dollars (\$10,000) per year** of non-apportionment trust funds to reimburse Dr. Suarez for discretionary expenses actually incurred by him in the performance of his duties as District Chancellor. Such reimbursable discretionary expenditures shall include, but not be limited to, public relations, entertainment, support of civic, educational, student association and foundation activities, and any other activities deemed to be in the best interests of the District.

10. **District-Paid Memberships**

The District shall pay the costs of personal membership in a reasonable number of professional and community organizations. The cost of such memberships shall not exceed **two thousand Dollars (\$2,000) per year.**

11. **Cellular Phone Allowance**

The Chancellor shall be reimbursed for ordinary and necessary cellular telephone expenses incurred in performing his District duties, subject to budget allocations and standard District reimbursement procedures. Use of the Chancellors' personal cellular telephone for District business will be compensated by **one thousand-five hundred dollars (\$1500.00) per year cellular telephone allowance.**

12. **Duties of District Chancellor**

The District Chancellor shall be the Chief Executive Officer of the Governing Board and shall serve as Secretary of the Board. The District Chancellor shall perform the duties of this office as prescribed by law. The Chancellor shall have charge of the administration of the District under the direction of the Board. He shall direct and assign employees of the District under his supervision; shall organize and arrange all administrative and supervisory staff, as best serves the District; shall select all personnel, subject to the approval of the Board; shall from time to time in general perform all duties incident to the office of the Chancellor, and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms,

complaints, and suggestions called to its attention to the Chancellor for study and recommendation.

**13. General Terms and Conditions of Employment**

This Contract is subject to and governed by all applicable laws of the State of California and the rules and regulations of the Board of Governors of the California Community Colleges. These laws, rules, regulations and procedures are made a part of the terms and conditions of this Agreement as though set forth herein.

**14. Termination for Cause**

The District reserves the right to terminate this Agreement if employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement; or commits such acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude as would prevent the effective performance of his duties. The District may exercise this right to terminate for the reasons set forth in this paragraph by giving written notice of termination. Said notice of termination shall specify the ground for the termination and shall be supported by a statement of relevant facts. Termination pursuant to this paragraph shall be considered "for cause" for the purposes of this Agreement.

**15. Maximum Cash Settlement.**

Regardless of the term of this Contract, pursuant to Government Code section 53260, if this Contract is terminated, the maximum cash settlement that the Chancellor may receive shall be an amount equal to his monthly salary multiplied by the number of months left on the unexpired term of the Contract. However, if the unexpired term is greater than 12 months, the maximum cash settlement shall be an amount equal to the monthly salary of the Chancellor multiplied by twelve (12).

**16. Amendment**

This Agreement may be amended by mutual agreement of the parties memorialized in writing and executed by Dr. Suarez and the Governing Board.

*IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.*

  
Omero Suarez, Ph.D.  
Chancellor

**GOVERNING BOARD OF THE  
GROSSMONT-CUYAMACA  
COMMUNITY COLLEGE DISTRICT**



**Deanna Weeks  
Governing Board President**

**Approved by the Governing Board  
at its meeting of July 18, 2006**

**VOLUNTARY RESIGNATION AGREEMENT  
AND MUTUAL RELEASE OF ALL CLAIMS**

This Final Settlement With Mutual Releases Of All Claims (hereinafter "Agreement") is entered into by and between DR. OMER SUAREZ (hereinafter "Chancellor") and the GOVERNING BOARD of the GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT of San Diego County, California (hereinafter "District"). The Chancellor and the District hereby agree to all of the following conditions and terms in this Agreement:

1. The Chancellor, at his request, hereby voluntarily and irrevocable resigns from his position as Chancellor effective at the end of the day on February 28, 2009.
2. The Chancellor, at his request, hereby voluntarily and irrevocably resigns from any and all employment with the District effective at the end of the day on June 30, 2009. From March 1, 2009, through June 30, 2009, the Chancellor will be available as a full-time employee of the District to assist the Governing Board in the transition to a new permanent Chancellor of the District and/or to perform other senior management responsibilities as determined by the Governing Board.
3. The District hereby accepts the Chancellor's voluntary and irrevocable resignation as set forth above in paragraphs one (1) and two (2). The Chancellor's Contract of Employment shall remain in full force and effect until the end of the day on June 30, 2009, except as specifically and expressly noted otherwise in this Settlement Agreement.
4. The Chancellor may submit a separate letter of resignation communicating that he is resigning from the District. Such letter in no way supercedes the provisions in this Agreement.
5. The Chancellor and the District agree that the Chancellor will continue to receive the salary and health and welfare benefits in his current Contract of Employment, including, but not limited to, full credit toward STRS retirement, other benefits specifically included in his current Contract of Employment, effective until the end of the day on June 30, 2009, and other benefits for which he is eligible as a management employee under the Administrators' Handbook.
6. The District agrees that there are no pending disciplinary actions against the Chancellor of any kind, and there are no pending charges or complaints against the Chancellor of any kind, whether oral or written. The District also agrees that the Chancellor was never disciplined in any way during his employment with the District, and never received any unsatisfactory or needs improvement evaluation during his employment with the District. The Chancellor is in good standing with the District.
7. After the ratification of this Agreement, the District will commence the process to find

and employ a new permanent replacement Chancellor for the District. It is anticipated by the District that this may take some months. In the event this process is concluded and a new permanent replacement Chancellor is employed by the District, and such new Chancellor is able to commence employment with the District commencing on or after January 1, 2009, the Chancellor may be reassigned to other senior management responsibilities as provided in paragraph number two (2) of this Agreement commencing on or after January 1, 2009.

8. At the Chancellor's written request, at any time before June 30, 2009, the President of the Governing Board within thirty (30) calendar days of receipt of the written request will provide a letter of reference on behalf of the Chancellor. Such letter of reference will accurately reflect the Chancellor's positive work record at the District and shall contain no negative or derogatory comments.
9. The Chancellor and the District hereby irrevocably and unconditionally release and forever discharge the other party and each and all of her/its agents, officers, employees and representatives from any and all charges, complaints, claims, lawsuits, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which either party at any time heretofore had or claimed to have or which either party may have or claim to have regarding events that have occurred as of the date of this Agreement.

The Chancellor and the District acknowledge and agree that the word "claims" includes all actions, accusations, claims, lawsuits, charges, complaints, liabilities and grievances, whether actual or potential, known or unknown, suspected or unsuspected, and specifically but not exclusively all claims arising out of the Chancellor's employment with the District. All such claims (including related attorneys' fees and costs) are forever barred by this Agreement and without regard to whether those claims are based upon any alleged breach of duty arising in a statute, contract, or tort; any alleged unlawful act; any other claim; and regardless of the forum which it might be brought. All such claims shall specifically include any employment discrimination claims. The Chancellor has not filed any workers' compensation claim against the District and does not intend to do so.

The Chancellor and the District agree that all rights under section 1542 of the Civil Code of the State of California are hereby waived. Section 1542 provides as follows:

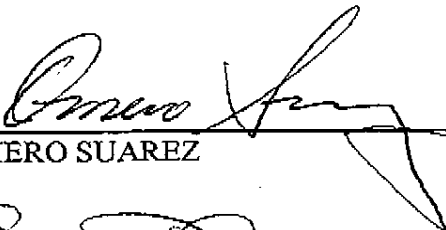
A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

10. The parties hereby represent and acknowledge that in executing this Agreement they do



not rely and have not relied upon any representation or statement made by any of the parties, agents, officers, employees or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

- 11. This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, assigns; and shall inure the benefit of said parties and to their heirs, administrators, representatives, executors, successors and assigns.
- 12. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, invalid, or unenforceable part, term, condition or provision shall be severed from this Agreement.
- 13. This Agreement sets forth the complete and entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties hereto pertaining to the subject matter hereof. No modification or addendum to this Agreement shall be effective or binding unless in writing and signed by the parties hereto.
- 14. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

  
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 DR. OMERO SUAREZ 3-18-08  
DATE

  
 \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE OF THE DISTRICT 3-18-08  
DATE

Date approved by the Governing Board: 3-18-08