

CONTRACT FOR EMPLOYMENT OF CHANCELLOR

BETWEEN

THE NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

AND DR. BYRON D. CLIFT BRELAND

THIS AGREEMENT is hereby made and entered into this 10th day of October, 2023, by and between the NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ("District") and DR. BYRON D. CLIFT BRELAND ("Dr. Breland").

IT IS HEREBY AGREED AS FOLLOWS:

1. Chancellor

Dr. Breland 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 contract 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. Breland's employment with the District under this Agreement, Dr. Breland 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 District agrees to employ and Dr. Breland agrees to serve as Chancellor for a four-year term commencing on July 1, 2023, and ending on June 30, 2027, subject to the terms and conditions of this contract. Renewal of this Agreement shall be at the sole discretion of the Board. If the Board fails to notify Dr. Breland in writing by not later than six months prior to the end of the term of this Agreement that the Agreement will not be renewed or extended, then this Agreement shall automatically be extended for a term of one year under the same terms and conditions, and with the same compensation at the time of extension of the contract. At the Board's sole discretion, an additional year to extend the contract may be added at the end of every year of service or after the annual evaluation.

Should Dr. Breland voluntarily seek any employment elsewhere during the term of this Agreement, he shall inform the Board of his intention to do so prior to any interview with the prospective employer or governing board. At such time as Dr. Breland 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, 2023, the base annual salary shall be THREE HUNDRED EIGHTY SEVEN THOUSAND, THREE HUNDRED TEN DOLLARS (\$387,310). 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.

Effective October 1, 2023, the base annual salary shall be increased to FOUR HUNDRED FOUR THOUSAND, TWO HUNDRED SIX DOLLARS (\$404,206).

Effective October 1, 2023, Dr. Breland shall also receive an annual doctoral stipend of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500), paid in twelve (12) equal monthly installments (\$291.66/month) with proration for a period of less than a full year of service.

Beginning July 1, 2025, any increases to Dr. Breland's base annual salary shall be by mutual agreement of the parties, and subject to and conditioned on a determination by the Board that Dr. Breland's performance has been satisfactory in the preceding academic year.

6. Expense Allowance:

The District shall reimburse Dr. Breland, 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. It is understood that the Chancellor routinely will incur expenses for entertainment associated with the District, promoting the District before various governmental and constituent groups, and for maintaining morale and cohesiveness of employees and students. These expenses will be reimbursed in accordance with Board Policy 6350 Hospitality.

Dr. Breland shall make his personal car available for work-related travel at his own expense. The provisions of Administrative Procedure 7400 notwithstanding, Dr. Breland shall not be eligible for reimbursement for business mileage involving the use of his private personal vehicle for District business and authorized activities, except as follows: Dr. Breland may be reimbursed for mileage in accordance with Administrative Procedure 7400 if he uses his personal vehicle in lieu of commercial carrier for travel exceeding two hundred (200) miles, provided the reimbursement shall not exceed the lowest commercial airfare.

The District shall pay or reimburse Dr. Breland 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 AACC, AGB, and ACCT.

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

Dr. Breland 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 (44) 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. Breland 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. Breland by the District in July at the rate applicable when such cash out election is made.

After each four (4) full, consecutive years of service as Chancellor, which do not include a sabbatical, Dr. Breland 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.

9. Board/Chancellor Relationship:

The Board shall provide Dr. Breland with periodic opportunities to discuss Board/Chancellor relationships and shall inform Dr. Breland, at least annually, regarding his performance, strengths, and areas for improvement as perceived by the Board. An annual retreat will be held with Dr. Breland 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. Breland shall be evaluated in accordance with the process specified in Board Policy and Administrative Procedure 2435.

11. Termination of Contract by Mutual Consent, or Due to Death or Inability to Perform Duties and Responsibilities:

In the event this Agreement is terminated prior to June 30, 2027, by mutual consent of the parties hereto, or due to the death or inability of Dr. Breland to perform the duties and responsibilities of Chancellor, the District shall pay to Dr. Breland (or Dr. Breland'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. Breland hereunder, and any other amount to which Dr. Breland 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.

12. Retreat Rights:

The retreat rights for administrators shall be provided in accordance with the District's Administrative Procedure 7240-8.

13. 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. Breland 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. Breland. 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. Failure of Dr. Breland to submit a timely request for a hearing shall be deemed a waiver by Dr. Breland of the right to a hearing and Board of Trustees may act upon the charges without further notice.

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

Dr. Breland 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. Breland 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. Breland with a written decision, which shall be final.

14. Hold Harmless Clause:

When any civil action is brought against Dr. Breland, 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.

15. Conflict of Financial Interest:

Dr. Breland 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. Breland 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. Breland but also to his family and business associates, or transactions between the District and Dr. Breland, including employment of or contracts with relatives, friends, and business associates by the District.

16. Conflict of Personal, Private or Special Interest:

Dr. Breland, 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.

17. 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.

18. Maximum Cash Settlement:

If this contract is terminated, the maximum cash settlement that Dr. Breland may receive shall not exceed his monthly salary multiplied by the number of months remaining on the contract. However, if the unexpired term exceeds 18 months, any cash settlement may not exceed Dr. Breland's monthly salary in effect at the time of termination multiplied by 18. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Dr. Breland finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

19. 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. Breland 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).

20. 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.

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: 

Ed Lopez, President, Board of Trustees

By: 

Evangelina Rosales, Vice-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. Byron D. Clift Breland
Chancellor and Chief Executive Officer