

## CHANCELLOR'S EMPLOYMENT CONTRACT

This Chancellor's Employment Contract ("Contract") is entered into this \_\_\_\_ day of August, between Pima County Community College District (the "College"), by its Governing Board (the "Board"), and Lee D. Lambert (the "Chancellor").

IT IS AGREED:

1. Employment and Term of Contract: The College agrees to employ the Chancellor for a period of five (5) fiscal years, beginning July 1, 2018, and ending June 30, 2023, as Chancellor for the College. The Contract may be further extended by mutual agreement of the parties, by signed, written amendment. Once fully executed, this Contract supersedes the Chancellor's Employment Contract entered August 16, 2017.
2. Duties: The Chancellor shall be the chief administrator of the College, and, as such, his duties shall include:
  - a. The duties set forth in the Chancellor's job description and the requirements contained in College policies, regulations and standard practice guides as such job description, policies, regulations and standard practice guides may reasonably be amended from time to time;
  - b. Obligations imposed by law; and,
  - c. Such other duties as from time to time may be assigned to the Chancellor by the Board.

The Chancellor agrees to devote such time, skill, labor and attention to his employment as is necessary to fully and faithfully perform the duties of Chancellor during the term of this Contract.

3. Base Salary: In consideration for performance of the above-described duties, the College agrees to pay to the Chancellor, effective from July 1, an annual base salary ("Annual Base Salary") of Three Hundred Thirty-Three Thousand Seven Hundred Dollars (\$333,700). Annual Base Salary payments shall be evenly proportioned and paid every two weeks as is customary at the College. In subsequent fiscal years, if a salary increase is provided to other College administrators, the Chancellor's Annual Base Salary shall be increased by the same percentage amount.
4. Fringe Benefits: In addition to the Annual Base Salary referenced in paragraph 3 above, the Board agrees to provide the Chancellor, during the term of this Contract, those fringe benefits that it furnishes to other College administrators. In addition and/or as a modification to these fringe benefits, the

Board shall furnish to the Chancellor the fringe benefits expressly referenced in this Contract, including the following:

- a. Automobile Allowance: Due to the number and location of College facilities and programs, as well as the nature of the Chancellor's duties, the parties agree that Chancellor will engage in significant business travel within Pima County. The parties also agree that the Chancellor will not be supplied with a College automobile for business travel within Pima County. In consideration of the above, the College agrees to pay to the Chancellor, in addition to the Annual Base Salary and other compensation set out in this Contract, an Automobile Allowance in the amount of One Thousand Two Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,266.67) per month during the term of this Contract. In consideration of the additional compensation set forth in this paragraph, the Chancellor agrees not to make any request to the College for mileage reimbursement for use of his own automobile for business travel within Pima County.
- b. Option to Sell Back a Portion of Annual Leave: The Chancellor shall accrue Forty-two (42) days of annual leave per year, prorated in equal amounts during each pay period. During the first sixty (60) days of each fiscal year, the Chancellor shall have the option of selling back to the College, at his then per diem rate of pay, any available accrued and unused annual leave days he accrued the prior fiscal year. Accrued annual leave shall (i) be used by the Chancellor, (ii) sold back to the College as provided in this subparagraph, or (iii) accumulated and compensated upon separation of employment from the College, subject to the conditions and limitations set forth in the Administrative Personnel Policy Statement.
- c. Business Expense Allowance: The Board expects the Chancellor to engage in College-related business and community activities both inside and outside of Pima County. The Board further recognizes that these activities will require the Chancellor to incur significant expenses, many of which will not be able to be reimbursed. In recognition of the fact that the Chancellor will incur significant unreimbursed expenses when he engages in these business and community activities, the College agrees to pay to the Chancellor, in addition to the Annual Base Salary and other compensation set out in this Contract, a Business Expense Allowance in the amount of One Thousand One Hundred Fifty Dollars (\$1,150) per month during the term of this Contract.
- d. Tax Sheltered Annuity Allowance: In addition to the Annual Base Salary and other compensation referenced in this Contract, the College shall pay to the Chancellor a Tax Sheltered Annuity Allowance in the

amount of Forty Thousand Dollars (\$40,000) per year. The Tax Sheltered Annuity Allowance shall be subject to customary withholdings and shall be paid by the College to the Chancellor no later than the first pay period in June of each fiscal year of this Contract. The parties agree that the College's only obligation related to the Tax Sheltered Annuity Allowance is to pay such Allowance to the Chancellor, and the Chancellor shall be solely responsible for the selection and purchase of a Tax Sheltered Annuity.

- e. Annual Health Evaluation: On an annual basis, the College will provide for the cost of a physical examination through the Mayo Clinic Executive Health Program, or comparable health evaluation as agreed by the Board and Chancellor.
  - f. Sabbatical: During the term of this Agreement, the Chancellor may schedule a sabbatical of up to 90 days. The timing of the sabbatical and subject shall be as agreed by the Board and Chancellor.
5. Annual Evaluation and Option to Conduct Additional Evaluations: Prior to the start of each fall academic term, the Board shall schedule and hold a personnel executive session for the purpose of conducting an evaluation of the Chancellor's job performance during the immediately preceding fiscal year. At such executive session, each individual Board member shall be given the opportunity to discuss with the Chancellor that Board member's opinions concerning the Chancellor's job performance. In addition to the annual evaluation referenced above, the Board may, in its discretion and at any time, schedule and hold one or more additional personnel executive sessions for the purpose of conducting additional evaluations of the Chancellor's job performance.
6. Professional development: As part of the annual process for performance evaluation and goal-setting, the Board and Chancellor shall identify and agree upon professional development opportunities to be scheduled by the Chancellor and funded by the College.
7. Termination for Cause: Throughout the term of this Contract, the Chancellor shall be subject to discharge for good cause; provided, however, that the Board shall not arbitrarily or capriciously do so. In any situation involving dismissal for cause, the Chancellor shall be provided with appropriate procedural due process, including being given a written statement of reasons for the dismissal and a full and fair hearing prior to the Board rendering any final decision concerning dismissal.
8. Termination without Cause: In its sole discretion and independent of whether cause for termination does or does not exist, the Board, upon not less than ninety (90) calendar days' written notice to the Chancellor, may unilaterally

terminate this Contract. In the event of such termination, the College shall pay to the Chancellor the Total Aggregate Compensation he would have earned under this Contract from the effective date of termination through the later of (a) the termination date set forth in paragraph 1 above, or (b) a different termination date set forth in any addendum to this Contract. For the purpose of this paragraph, the term "Total Aggregate Compensation" means the monies that the Chancellor would have received during the above-defined period of time as (a) Annual Base Salary as set out in paragraph 3 above, (b) the Automobile Allowance payments as set out in paragraph 4(a) above, and (c) the Business Expense Allowance payments set out in paragraph 4(c) above.

9. Disability: Should the Chancellor be unable to perform the duties and obligations required by this Contract by reason of illness, accident or other cause beyond the Chancellor's control, and should such disability extend for any period of time after the Chancellor has exhausted any accumulated paid leave as well as any paid or unpaid Family Medical Leave Act leave, the Board, in its discretion, may either (a) grant the Chancellor an unpaid leave of absence for any remaining portion of time that the Chancellor is unable to perform his duties and obligations, or (b) terminate this Contract without further obligation owed to the Chancellor.
10. Indemnity: The College shall defend, hold harmless, and indemnify the Chancellor from any and all demands, claims, suits, actions, and legal proceedings brought against the Chancellor in his individual capacity, or in his official capacity as agent and employee of the College, provided the incident arose while the Chancellor was acting within the scope and course of his employment with the College. Notwithstanding the above, this hold harmless and agreement to defend and indemnify the Chancellor shall not apply to any demand, claim, suit, action or legal proceeding where the interests of the Board or College are adverse to the interests of the Chancellor.
11. Arizona Law Governs and Incorporation of A.R.S. §38-511: This Contract has been executed in Arizona and shall be governed in accordance with the laws of the State of Arizona. As required by Arizona law, the provisions of A.R.S. §38-511 are incorporated into this Contract.
12. No Automatic Extension of Contract: Neither the Board's failure to meet each year to decide whether or not to extend the term of this Contract for an additional fiscal year, as referenced in paragraph 1 above, nor the Board's failure to conduct an annual evaluation of the Chancellor, as referenced in paragraph 5 above, shall result in an automatic extension of the term of this Contract.
13. Integration, Attorneys' Fees and Headings: This Contract contains all of the terms agreed upon by the parties and it supersedes all prior agreements, arrangements and communications between the parties, whether oral or

written. If either party is required to commence litigation to enforce the terms of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs. In this Contract, paragraph headings have been inserted for convenience of reference only, and if there is any conflict between the headings and the text of the Contract, the text shall control.

This Contract was approved by the Governing Board at an open meeting held on August 8, 2018.

Lee D. Lambert, Chancellor

\_\_\_\_\_  
(Chancellor's Signature) \_\_\_\_\_ (Date)

GOVERNING BOARD OF PIMA COUNTY COMMUNITY COLLEGE DISTRICT

BY:

\_\_\_\_\_  
\_\_\_\_\_  
(Demion Clinco, Chair of the Governing Board) \_\_\_\_\_ (Date)

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
(Meredith Hays, Governing Board Vice Chair/Secretary) \_\_\_\_\_ (Date)

Signatures

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