

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Special Meeting)
Monday, June 26, 2016
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

The mission of the Rancho Santiago Community College District is to provide quality educational programs and services that address the needs of our diverse students and communities.

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuits in a global community.

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing accessible, transferable, and engaging education to a diverse community.

Americans with Disabilities Acts (ADA)

It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the executive assistant to the board of trustees at 2323 N. Broadway, Suite 410-2, Santa Ana, California, 714-480-7452, on the Friday prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

A G E N D A

1.0 PROCEDURAL MATTERS

5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the board's discretion, be referred to staff or placed on the next agenda for board consideration.

RECESS TO CLOSED SESSION

Conducted in accordance with applicable sections of California law. Closed sessions are not open to the public. (RSCCD)

Pursuant to Government Code Section 54957, the Board may adjourn to closed session at any time during the meeting to discuss staff/student personnel matters, negotiations, litigation, and/or the acquisition of land or facilities. (OCDE)

The following item will be discussed in closed session:

1. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
2. Public Employee Performance Evaluation and Employment Agreement (pursuant to Government Code Section 54957)
 - a. Chancellor

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session.

Completion of the information on the form is voluntary. Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for board consideration.

2.0 GENERAL

2.1 **Approval of Educational Administrator Employment Agreement** Action
It is recommended that the board approve the Educational Administrator Employment Agreement as presented.

2.2 **Approval of Chancellor Restated and Amended Employment Agreement** Action
It is recommended that the board approve the Chancellor Restated and Amended Employment Agreement as presented.

3.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on July 17, 2017.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	June 26, 2017
Re:	Educational Administrator Employment Agreement		
Action:	Approval		

BACKGROUND

At its meeting of June 12, 2017 the board approved the appointment of the President of Santiago Canyon College.

ANALYSIS

The employment agreement for the President of Santiago Canyon College is to be effective July 1, 2017. In order to consider and take action on this agreement prior to July 1, 2017, the board convened a special meeting on June 26, 2017.

RECOMMENDATION

It is recommended that the board approve the Educational Administrator Employment Agreement as presented.

Fiscal Impact:	None	Board Date:	June 26, 2017
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and John Hernandez, Ph.D. ("Administrator" or "Dr. Hernandez"), on the other hand, hereby enters into the Administrator Employment Agreement ("Agreement"), pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Dr. Hernandez in the position of President of Santiago Canyon College ("Position"). Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing July 1, 2017 and ending June 30, 2020. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for

which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of two hundred thirteen thousand nine hundred twenty eight dollars and sixteen cents (\$213,928.16) per academic year (July 1st through June 30th), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute Five Hundred Sixty Three Dollars and seventy nine cents (\$563.79) per month to a tax-sheltered annuity selected by Administrator.

15. Evaluation. Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees

16. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

17. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

18. Dismissal or Imposition of Penalties During the Term of this Agreement. Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

19. Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured. Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

20. Resignation. Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees or Chancellor, or upon a shorter period of time as may be approved by the Board of Trustees.

21. Buy-Out of Agreement. Pursuant to Section 53260 of the *Government Code*, except if District or Chancellor terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of

time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

22. Medical Examination. Upon request of the Board or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

23. Severability. If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

25. Amendment. This Agreement may be modified or superseded only by a written amendment executed by both Parties.

26. Mandatory Mediation and Arbitration. Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the Education Code, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

27. Ratification. The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board.

28. Notice. All notice between the Parties must be in writing, and must be delivered by the parties by way of U.S. mail. Notice for the District and the Administrator shall be delivered as specified below:

Address to District: Rancho Santiago Community College District
2323 N. Broadway, Suite 410
Santa Ana, California 92706-1640

Copy to: Ruben Smith, Esq.
1 MacArthur Place, Suite 200
Santa Ana, CA 92707

Address to Administrator: Rancho Santiago Community College District
Santiago Canyon College
8045 E. Chapman Avenue
Orange, CA 92869

The Parties have duly executed this Agreement on the dates indicated below.

Rancho Santiago Community College District

Dr. Raul Rodriguez
Chancellor

Date

Dr. John Hernandez

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	June 26, 2017
Re:	Chancellor Restated and Amended Employment Agreement		
Action:	Approval		

BACKGROUND

At its meeting of June 12, 2017 the board discussed with the Chancellor his evaluation and employment agreement.

ANALYSIS

The employment agreement for the Chancellor is to be effective July 1, 2017. In order to consider and take action on this agreement prior to July 1, 2017, the board convened a special meeting on June 26, 2017.

RECOMMENDATION

It is recommended that the board approve the Chancellor Restated and Amended Employment Agreement as presented.

Fiscal Impact:	None	Board Date:	June 26, 2017
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Ruben Smith, J.D., General Counsel		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CHANCELLOR RESTATED AND AMENDED EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), through the Board of Trustees ("Board") of the District, on the one hand, and Raul G. Rodriguez ("Chancellor"), on the other hand, hereby restate and amend the Chancellor Employment Agreement ("Agreement") previously entered into on June 4, 2010, pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Chancellor are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District, pursuant to Board Policy 2431, hereby employs Chancellor in the position of chancellor of the District ("Position"). Chancellor is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational Chancellor" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** This Agreement supersedes any and all prior written and oral agreements and shall be in effect for the two (2) year period beginning on July 1, 2017 and remain in effect until June 30, 2019, unless terminated sooner by the parties or by action of this Agreement. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Chancellor agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Chancellor by the Board. Chancellor is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board may adopt or amend the job description for the Position. Chancellor may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Chancellor or interfere with Chancellor's duties. In those cases in which Chancellor engages in outside professional activities which generate compensation for services provided, Chancellor shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Board, may transfer or reassign Chancellor to any position within the District for which Chancellor is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Chancellor due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Chancellor in the amount of two hundred ninety three thousand five hundred sixteen dollars (\$293,516.00) (the "Salary") per academic year (July 1st through June 30th), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Chancellor during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended in the future. The Salary includes the previous relocation expenses, which were paid to Chancellor in monthly increments of Two Thousand Five Hundred Dollars (\$2,500.00) for a total of Thirty Thousand Dollars (\$30,000.00) per year. This portion of the Salary component shall end one (1) month prior to the termination of the Agreement, and the Salary for the last month of the Agreement shall be reduced by Two Thousand Five Hundred Dollars (\$2,500.00). Chancellor agrees that District also reserves the right to decrease the salary of Chancellor during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. If the full-time faculty at District receive a salary increase that is effective during the term of this Agreement, then District shall give Chancellor a salary increase that is equal to the percentage applied to the full-time faculty salary schedule. Chancellor is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Home Technology.** So that the Chancellor shall be able to perform work on behalf of the District at his home, the District shall provide a laptop computer, printer, and fax machine, to the Chancellor for the Chancellor's home office. Such equipment, including any required DSL line, shall be purchased, installed, and maintained at District expense. District shall also provide Chancellor with a cell phone reimbursement allowance of \$100 per month.

9. **Work Year.** Chancellor is a full-time employee of the District with a work year of 12 months per year. Chancellor is entitled to be absent during District-designated holidays.

10. **Health and Welfare Benefits.** District shall provide Chancellor with the same health and welfare benefits as currently approved or as subsequently modified by the Board for all District administrators.

11. **Vacation.** Chancellor shall accrue two and one-quarter vacation days for each month of service. Chancellor may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

12. **Leaves.** Chancellor shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

13. **Teaching Assignments.** Subject to Board approval, and presuming that Chancellor meets minimum qualifications, Chancellor may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Chancellor's service in the Position.

14. **Professional Meetings and Activities.** All reasonable and necessary expenses of attendance by Chancellor at such a meeting or activity shall be paid by District only if approved by the Board of Trustees.

15. Tax-Sheltered Annuity. During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute \$525 per month to a tax-sheltered annuity selected by Chancellor.

16. Professional Expenses Allowance. Because the Position requires attendance at various local professional activities on behalf of District, Chancellor shall receive \$500 per month to compensate Chancellor for costs associated with such activities. Reimbursement for conference expenses shall be paid in accordance with Board Policy and procedures.

17. Evaluation. Chancellor may be evaluated by the Board at any time. The Board's formal evaluation of Chancellor shall be pursuant to Board Policy 2435. In this regard, District and the Chancellor acknowledge that the employment relationship between the Board and Chancellor is unique, special and important. This relationship requires regular communication and feedback.

18. Retreat Rights. The faculty retreat rights for Chancellor, shall be in accordance with Section 87458 of the *Education Code*. Chancellor has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

19. Dismissal or Imposition of Penalties During the Term of this Agreement. Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal or for imposition of penalties on Chancellor during the term of this Agreement shall be for dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Chancellor shall be entitled to due process protections as required by law.

20. Resignation. Chancellor may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board, or upon a shorter period of time as may be approved by the Board. Chancellor shall notify Board promptly if he becomes a finalist for any other position.

21. Buy-Out of Agreement. Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 19 of this Agreement, the maximum cash settlement that Chancellor may receive shall be an amount equal to the monthly salary of Chancellor multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Chancellor multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Chancellor finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

22. Medical Examination. Upon request of the Board, Chancellor agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Chancellor is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board indicating whether Chancellor is able, with or without reasonable accommodation, to perform the essential functions of the Position.

23. Severability. If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

24. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

25. Amendment. This Agreement may be modified or superseded only by a written amendment executed by both Parties.

26. Mandatory Mediation and Arbitration. Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the Education Code, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

27. Ratification. The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board.

28. Notice. All notice between the Parties must be in writing, and must be delivered by the parties by way of U.S. mail. Notice for the District and the Chancellor shall be delivered as specified below:

Address to District: Rancho Santiago Community College District
2323 N. Broadway, Suite 410
Santa Ana, California 92706-1640

Copy to: Ruben Smith, Esq.

1 MacArthur Place, Suite 200
Santa Ana, CA 92707

Address to Chancellor: Rancho Santiago Community College District
2323 N. Broadway, Suite 410
Santa Ana, California 92706-1640

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Chancellor

Date