



salary or benefit reduction against administrator

upon for termination no later than sixty (60) days prior to the effective date of termination. The notice shall also inform the EMPLOYEE of his right to appear before the Board, with or without legal counsel at his own expense, in closed session prior to the effective date of the termination to discuss the grounds for termination. The EMPLOYEE shall not have the right to an evidentiary hearing, or any other process beyond the above-written notice and opportunity to address the Board in closed session. In all instances, this shall constitute the sole due process to which the employee is entitled, and the Board's decision to terminate for cause shall be binding and final.

b. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the DISTRICT and EMPLOYEE.

c. Unilateral Termination by EMPLOYEE. Notwithstanding any other provision of this Agreement, EMPLOYEE shall have the option to terminate this Agreement by providing the DISTRICT with a written notice of intent to terminate. This notice shall be provided no less than sixty (60) days prior to termination. EMPLOYEE and the DISTRICT may mutually agree, in writing, to a termination notice of less than sixty (60) days.

d. Unilateral Termination by the DISTRICT Without Cause. Notwithstanding any other provisions of this Agreement, the DISTRICT, at its sole discretion, shall have the option at any time of immediately terminating this Agreement for any reason or no reason. If the DISTRICT terminates this Agreement without cause, EMPLOYEE shall receive eighteen (18) months of salary as a cash settlement. However, if the unexpired term of this Agreement is less than eighteen (18) months, then the maximum cash settlement will be limited to the number of months left on the unexpired term of this Agreement. Payment of this buyout shall be on a monthly basis with all deductions as required by law. This cash settlement shall not include any non-cash items except that EMPLOYEE shall be entitled to DISTRICT-paid health benefits for the unexpired term of this Agreement not to exceed eighteen

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**9. Leaves of Absence (Vacation, Sick Leave, Other Leaves, Holidays, Jury Duty).**

During the term of this Agreement, EMPLOYEE shall be entitled to vacation, sick leave, other leaves, and holidays to the same extent and subject to the same conditions as are specified from time to time for the DISTRICT's academic management employees, and as required by the Education Code or other applicable law. Vacation may accumulate up to a total cap of forty-eight (48) unused vacation days. Once EMPLOYEE has accrued forty-eight (48) vacation days, he is not entitled to accrue any additional vacation days until his balance falls below forty-eight (48) days. Upon termination or expiration of this Agreement, EMPLOYEE shall be entitled to compensation for all unused accrued vacation at the rate of EMPLOYEE's then-present salary, up to the forty-eight (48) day cap.

**10. Fringe Benefits.**

EMPLOYEE shall be provided the following fringe benefits, to the same extent and subject to the same conditions as are specified from time to time for the DISTRICT's academic management employees:

- a. Health insurance (medical and hospital) for EMPLOYEE and EMPLOYEE's eligible dependents.
- b. Dental insurance for EMPLOYEE and EMPLOYEE's eligible dependents.
- c. Long Term Disability Insurance income protection, for EMPLOYEE only.
- d. Vision insurance for EMPLOYEE and EMPLOYEE's eligible dependents.
- e. Level Term life insurance for EMPLOYEE and EMPLOYEE's eligible dependents.
- f. Decreasing benefit life insurance for EMPLOYEE.
- g. All other management fringe benefits in effect at the time of the execution of this Agreement or as amended by the DISTRICT from time-to-time.

**11. Retirement Insurance Program.**

If EMPLOYEE retires after age fifty (50), and prior to age sixty-five (65), and has served the DISTRICT for ten (10) consecutive years prior to retirement, the DISTRICT will contribute eighty percent (80%) of the DISTRICT's normal contribution for active employees' health coverage, up to a

maximum of two thousand four hundred dollars (\$2,400.00) per year. This benefit will cease upon EMPLOYEE reaching age sixty-five (65). Upon EMPLOYEE's death after retirement, EMPLOYEE's surviving spouse shall not be eligible for this benefit.

Should EMPLOYEE have retired and have served the DISTRICT for a minimum of fifteen (15) consecutive years immediately prior to retiring, the DISTRICT shall contribute a maximum of two hundred thirteen dollars and thirty-two cents (\$213.32) per month toward the health insurance supplement to Medicare, or the cost of the health insurance supplement to Medicare, whichever is less, until EMPLOYEE reaches age seventy (70). Upon death of EMPLOYEE, surviving spouse shall not be eligible for any benefit contribution. EMPLOYEE shall be eligible to receive the DISTRICT contribution toward the designated retiree health care supplement as mutually determined by the Parties. To be eligible for this benefit, EMPLOYEE shall have attained the age of sixty-five (65). Coverage shall continue until age seventy (70). Upon death of EMPLOYEE, surviving spouse shall not be eligible for any benefit contribution.

To be eligible for this option, EMPLOYEE must have attained age fifty-five (55), and have served the DISTRICT a minimum of ten (10) years. Should EMPLOYEE retire early (prior to age 65), and wish to continue coverage under the DISTRICT's health insurance program, the DISTRICT will contribute a maximum of seventy percent (70%) of the DISTRICT's contribution to the premium of the health insurance program. This benefit terminates when EMPLOYEE reaches age sixty-five (65) at which point EMPLOYEE shall no longer be eligible to receive a DISTRICT contribution toward the health insurance premium. EMPLOYEE and EMPLOYEE's spouse may continue to participate in the DISTRICT health insurance program at their own expense.

## **12. Reimbursement for Expenses.**

EMPLOYEE shall be entitled to reimbursement for all documented, actual, and necessary expenses incurred, including mileage for travel outside the District service area, per AR 7400, as a result of performance of EMPLOYEE's job duties in accordance with the DISTRICT's policies for administrators (as those policies may be amended from time to time).

In addition, EMPLOYEE will receive a monthly allowance of four hundred dollars (\$400.00) for all business miles traveled within the District service area as full reimbursement for the use of isTw -1.807 -2.416(d)]

EMPLOYEE's personal vehicle. It is understood that reimbursement amounts paid under the vehicle reimbursement program shall constitute full reimbursement for any personal vehicle use for DISTRICT business.

**13. Transfer and Reassignment to Other Duties.**

For the convenience of the DISTRICT, the Deputy Chancellor may at any time transfer EMPLOYEE and reassign EMPLOYEE to such other duties within the DISTRICT as the Deputy Chancellor may determine. Such transfer and reassignment shall not alter EMPLOYEE's title as Vice Chancellor, Educational Services and Institutional Effectiveness of the DISTRICT nor shall it result in a reduction in EMPLOYEE's salary or fringe benefits.

**14. General Provisions.**

a. Entire Agreement; Counterparts. This Agreement contains the entire agreement of the Parties. No other agreement, statement, promise, or understanding occurring on or before the effective date of this Agreement will be binding on the Parties. This Agreement may be executed in counterparts and each counterpart, including copies and faxes, shall be valid as an original.

b. Amendment to Agreement. This Agreement may not be amended except by a written agreement signed by both the DISTRICT and EMPLOYEE.

c. Governing Law and Venue. This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. The Parties also agree that, in the event of litigation, venue shall be the appropriate state or federal court located in Fresno County, California.

d. Severability. If any term or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

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employment relationship between EMPLOYEE and the DISTRICT, except as otherwise set forth in this Agreement.

g. Successors and Assigns. This Agreement shall be binding upon the heirs, administrators, executors, and assigns of EMPLOYEE. This Agreement shall also bind any successors and assigns of the DISTRICT.

h. Termination of All Prior Agreements. By entering into this Agreement, the Parties shall be deemed to have voluntarily consented to the termination of all prior employment and related agreements between them.

i. No Assignment. This is an Agreement for personal services, and EMPLOYEE may not assign or transfer any rights granted or obligations assumed under this Agreement.

j. Board Approval. The Parties recognize that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board.

k. Execution of Other Documents. All Parties to this Agreement shall cooperate fully in the execution of any other documents and in contemplation of any additional action that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

STATE CENTER COMMUNITY COLLEGE  
DISTRICT

EMPLOYEE



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Dr. Carole S. Goldsmith, Ed.D.  
Chancellor

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Robert A. Frost, Ph.D.  
Vice Chancellor, Educational Services  
and Institutional Effectiveness

Dated: \_\_\_\_\_

Dated: Aug 13, 2024