

thousand and one-hundred dollars (\$384,100) year. The Chancellor's salary shall be payable in accordance with the District's standard payroll processes. The annual salary shall be payable in twelve (12) approximately equal monthly installments during the term of this Agreement, and the Board shall conduct a salary review in conjunction with the annual evaluation of the Chancellor as set forth in Sections 5 and 6 of this Agreement.

- a. Any adjustments shall be at the sole discretion of the Board but shall not reduce the Chancellor's annual salary. A change in salary shall not constitute the creation of a new employment contract nor extend the termination date of this Agreement.
- b. The Chancellor shall be entitled to at least the same salary increase provided to the District's academic management employees if the Chancellor receives a satisfactory or better evaluation by the Board.
- c. Additionally, subject to receipt of a satisfactory or better evaluation by the Board, and at the Board's discretion, a salary increase greater than that provided to the District's academic management employees may be negotiated annually between the Board and the Chancellor.
- d. In the event that the District implements salary reductions, furloughs, or any other form of salary or benefit reduction against all administrators not party to multi-employment agreements, such reductions shall similarly apply to the Chancellor, notwithstanding any other provision of this Agreement.
- e. Tax-Sheltered Annuity. In addition to the salary described above during the term of this Agreement, District shall contribute \$1,459.00 monthly, payable on the last working day of each month if the Chancellor is employed the entire month. IRC Section

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amount of time will be a matter of negotiations between the Board and the Chancellor and memorialized in writing.

11. Professional Dues. The District agrees to pay the Chancellor's membership fee in the Association of California Community College Administrators

12. District Technology Devices. The District shall provide the Chancellor with a District-owned laptop computer, tablet, or other wireless email device and a smart phone (each a "Technology Device"). The Chancellor shall use all Technology Devices in accordance with the District's policies and legal requirements. All Technology Devices provide by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices through its policies and the law. The Chancellor may use the Technology Devices for personal use in a manner consistent with the law. 2 (rau-0.09 (e)11.3. (n 5 (nin a)3.3 0)12.8 (0.09 (e)11.3. ((

- c. Administrative Functions. The Chancellor, as the Chief Executive Officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of ~~sources~~ of funds that might be available to implement present or contemplated District programs; (4) endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of ~~appropriate~~ periodicals and membership in appropriate professional associations; (5) establish and maintain positive community, staff, and Board relations; (6) serve as liaison to the Board with respect to all matters of ~~employee~~ employee relations and make recommendations to the Board concerning those matters; (7) recommend, to the Board, District goals and objectives; and (8) unless unavoidably detained, attend all regular, special, and executive session meetings of the Board
- d. Labor Relations. As directed by the Board, Chancellor shall serve as the District's labor representative (without obligation to be physically present at negotiating sessions) with respect to all collective bargaining matters and shall make recommendations to the Board concerning those matters.
- e. Chief Executive Officer. Chancellor shall act as Chief Executive Officer and shall perform all duties necessary in that connection, including insuring the proper preparation of agenda and minutes of all Board meetings.
- f. Community Relations. Chancellor shall establish and maintain an appropriate community relations program. Chancellor shall attend important college and community

disagrees with the determination by the District's licensed physician, she shall have the right, at her expense, to consult with a licensed physician in the particular specialty to assess such disabling physical or mental condition. In the event of a disagreement between the two physicians, either Party may refer the matter for binding arbitration to the American Arbitration Association ("AAA") by an appropriately qualified panel of three members appointed by AAA, two of whom must have appropriate medical expertise, with the arbitration costs shared equally by the Parties. In the event such disability is established, the Chancellor shall be entitled to long-term disability benefits pursuant to Section 4 of this Agreement but shall not be entitled to a buy-out as set forth in Section 19(c) of this Agreement.

- b. **Death.** Dv#0 (t)04144 558 Tm6.66 (l)6.2 ((t)6.3l (m)-4.3 (A)4.a(l)-4.6 (y qu)6 (r)6.9 (t)-4.y, va(c)-1.7 (t)

date of such termination. In the event that the Chancellor elects to give such notice, she shall not be entitled to any buyout consideration described in Section 19(c) of this Agreement but shall be entitled to all other applicable benefits during the remainder of the 120-day term of this Agreement and to the benefits described in Section 4.

- e. **Termination by Board for Cause.** This Agreement may be terminated by the District for the Chancellor's breach of this Agreement, insubordination, or on grounds enumerated in Section 87732 of the Education Code. Such termination shall be initiated by written notice from the District to the Chancellor setting forth the grounds for removal provided at least 60 days before the effective date of the termination. If the grounds include allegations of criminal acts of moral turpitude, then the District shall be entitled to immediately suspend the Chancellor from work and place the Chancellor on an unpaid leave of absence pending the outcome of the termination proceedings. The notice will inform the Chancellor that she shall have a reasonable opportunity, with a representative of the Chancellor's choice and at the Chancellor's sole expense, to be heard by the Board in closed session to provide an explanation or defense. The hearing process provided for in this section shall be the Chancellor's exclusive right to any hearing that might be required by law. The parties agree that this provision shall constitute the sole due process to which Chancellor is entitled, and that the Board's decision regarding dismissal will be determinative. If Chancellor is terminated pursuant to this provision, she shall not be entitled to any payment under Section 19.


28. **Binding Effect.** This Agreement shall be binding upon the current Board and successor Boards.

BOARD OF TRUSTEES
STATE CENTER COMMUNITY
COLLEGE DISTRICT

CAROLE GOLDSMITH, Ed.D.

By: 

Magdalena Gomez
President, Board of Trustees

By: 

Carole Goldsmith, Ed.D.

Dated: 08/20/2024

Dated: 08/13/2024