

STATE CENTER COMMUNITY COLLEGE DISTRICT
EMPLOYMENT AGREEMENT
FOR
CAROLE GOLDSMITH, Ed.D.

1. **Parties.** This employment agreement ("Agreement") is between State Center Community College District ("District") by "the District's Board of Trustees ("Board"), on the one hand, and Carole Goldsmith, Ed.D., ("Chancellor"), on the other hand. The District and the Chancellor are referred to herein as "Party" and collectively as the "Parties."
2. **Term.** The term of this Agreement commences on July 1, 2023, and expires on June 30, 2027. In accordance with Section 72411 subdivision (a) of the Education Code, the District and the Chancellor may consider extending the term of the Chancellor at any time by terminating the existing contract effective the next succeeding, July 1 and reemploying the Chancellor under a new employment agreement with a term of up to four (4) years. If the District, at its sole discretion, determines that it will not reemploy the Chancellor in her position or in any other administrative position at the same salary, the Board shall give Chancellor written notice of this determination in accordance with Education Code section 72411. Chancellor will inform the Board of Trustees of this provision during the month of October 2026. If District does not reemploy Chancellor by appointment or contract upon expiration of this Agreement, and does not give the notice required in this paragraph, the Chancellor shall be reemployed by District for a period of one year, with all other terms and conditions remaining unchanged.
3. **Salary.** Effective July 1, 2023, the Chancellor's annual salary shall be three hundred sixty-nine thousand and twenty-two dollars (\$369,022.00) per 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 15 and 16 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, if any, 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-year 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, to a IRC Section

403(b) or 457 plan selected and established by Chancellor.

4. **Fringe Benefits.** The Chancellor 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 the Chancellor and the Chancellor's dependents, except the District shall cover the full cost of the premium for medical insurance selected by the Chancellor;
 - b. Dental insurance for Chancellor and Chancellor's dependents;
 - c. Long-term disability insurance;
 - d. Vision plan for the Chancellor and the Chancellor's dependents;
 - e. Term life insurance for the Chancellor and the Chancellor's spouse;
 - f. All other fringe benefits provided to District academic management employees.
5. **Sick Leave.** The Chancellor shall, during the term of this Agreement, accrue one (1) day of sick leave with pay for each full month of service rendered, The Chancellor shall not be entitled to use sick leave in advance of accrual or in excess of the number of days actually earned.
6. **Vacation.** The Chancellor shall earn and accrue twenty-four (24) vacation days per year. Vacation may accumulate up to a total cap of forty-eight (48) unused vacation days. This accrual will be added monthly for each full month of service rendered. Once the Chancellor has accrued forty-eight (48) vacation days, she is not entitled to accrue any additional vacation days until her balance falls below forty-eight (48) days. Upon termination or expiration of this Agreement, the Chancellor shall be entitled to compensation for all unused accrued vacation at the rate of the Chancellor's then present salary, up to the forty-eight (48) day cap. Vacation must be scheduled at a time convenient to the Board and the operations of the District.
7. **Holidays.** During the term of this Agreement, the Chancellor shall be entitled to holidays and other leaves to the same extent and subject to the same conditions as are specified for the District's academic management employees.
8. **Management Hours.** It is understood that the demands of the position of Chancellor will require more than eight (8) hours per day and forty (40) hours per week. The Chancellor is not entitled to any overtime compensation.
9. **Outside Activities.** Chancellor shall focus her professional time, ability, and attention to District business during the term of this Agreement. Following consultation with the Board, Chancellor may engage in outside consulting activities, provided they in no way interfere with her duties as Chancellor. However, the expenditure of reasonable amounts of time (not in conflict with District needs and interests) for educational, charitable, or professional activities shall not be deemed a breach of this Agreement and shall not require prior consultation with the Board.
10. **Paid Professional Development.** Commencing with the beginning of the 2023-2024 Academic year, the Chancellor, following Board approval, will be entitled to thirty (30) days of paid professional development. In subsequent years, request for professional leave including the

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 those policies. The Chancellor agrees to sign all technology use agreements or other forms that are required of other District employees. Chancellor agrees to conduct all District business, by email or otherwise, on a District account so that all business-related communications are available to the District irrespective of the form of communication or device used.
13. **Chancellor Coach.** To support the Chancellor in succeeding in her leadership role, and to promote Chancellor-Board relations, the District will provide the services of an Executive Coach during 2023-2024 and 2024-2025 academic years. The Chancellor shall have the right to select the Executive Coach in accordance with District procurement procedures, to include Board approval of the agreement with the Executive Coach if the cost of the agreement exceeds ten thousand dollars (\$10,000.00). The Chancellor may request additional coaching assistance during the 2025-2026 and 2026-2027 academic years. The Board, in its sole discretion, will determine whether to provide additional services from the Executive Coach during the 2025-26 and 2026-2027 academic years.
14. **Duties and Responsibilities.** The Chancellor shall, as the chief executive officer of the State Center Community College District, be responsible for implementation of the Governing Board's decisions, policies, plans, procedures, and directives in connection with the continuing establishment, operation, maintenance, and improvement of the District as an institution of higher learning. The Chancellor will supervise and oversee all college presidents, vice chancellors, deputy chancellors, and other executive administrators as the District may, from time to time, employ. The Chancellor additionally shall perform all of the duties imposed on her as a Chancellor of a California community college district as required by the laws, rules, and regulations of the State of California and of the United States, the policies adopted from time-to-time by the Governing Board and other responsibilities and duties as may be assigned to her by the Governing Board. [Cal. Ed. Code, §72400.]
 - a. **General.** The Chancellor is hereby employed as District Chancellor and shall satisfactorily perform the duties of District Chancellor as prescribed by the laws of the State of California and the District’s job description for Chancellor. The Chancellor shall use her best efforts and shall devote all time necessary to perform such duties. The Chancellor shall be the Chief Executive Officer of the District and the Secretary to the Board of Trustees.
 - b. **Personnel Matters.** The Chancellor shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer, and dismissal of employees.

- 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 employer- 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 events, develop relationships with other key public and private agencies in each of the District's relevant communities where colleges are located and be significantly involved in the District's relevant local communities.
- g. **Statutory and Other Duties/Delegation of Authority.** Chancellor shall be expected to competently perform all other reasonable, necessary, and customary duties of Chancellor, including, but not limited to, those powers and duties provided in Education Code sections 70902 and 72400, Board Policy, and all applicable provisions of law. Chancellor shall recommend to the Board District goals and objectives and, unless unavoidably detained, attend all regular and special meetings of the Board, with the exception of those closed sessions in which the Board discusses matters related to the Chancellor's employment or when excused from closed session by the Board. The Chancellor shall serve as an ex officio member on all board committees and subcommittees and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the Board. Chancellor's duties shall also include all tasks and powers reasonably necessary to fulfill the duties specified in this Agreement. In addition, Chancellor will satisfactorily perform such further duties as may be assigned or required by the Board. The Chancellor shall only be required to take direction from decisions resulting from a majority of the Board. Individual board members may not, on an individual basis, provide direction to the Chancellor.
- h. **Board/Chancellor Responsibilities.** Although the Chancellor, as chief executive officer of the Board, shall have primary responsibility for execution of Board policies, the Board shall retain primary responsibility for formulating and adopting Board policies. The parties agree, individually and collectively, not to interfere with or usurp the primary responsibilities of the other party and agree that the Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to

Chancellor for study and correction or, if an issue of policy is involved, for recommendation to the Board. Chancellor shall report back to the Board after handling complaints referred by the Board or by individual board members. The Board and Chancellor agree to work in a spirit of cooperation and teamwork, and to periodically discuss the Board/Chancellor relationship.

15. **Evaluation of the Chancellor's Performance.** Pursuant to Board Policy 2435, the Governing Board and Chancellor shall establish the evaluation criteria and objectives for rating the Chancellor's performance in each fiscal year. While it is contemplated that the evaluation criteria and format be mutually established by the Governing Board and Chancellor in the course of conferring, the Governing Board reserves its right to unilaterally set reasonable and objective criteria for the evaluation of the Chancellor's performance. The evaluation criteria shall necessarily include, but not be limited to the degree of success the Chancellor has made in achieving goals and objectives the Governing Board has established for Chancellor during the fiscal year, the competency the Chancellor has demonstrated in timely completing those duties delegated to Chancellor, and the overall motivation and leadership skills the Chancellor has exhibited. The evaluation process agreed upon shall be set out in a memorandum prepared annually by the Chancellor and the President of the Governing Board, normally in July of each year, and after approval by a majority vote of the Governing Board.
16. **Annual Evaluations.** During the month of April or May of each year during which this Agreement is operative, the Governing Board shall evaluate the performance of the Chancellor for the most recent fiscal year based on the evaluation criteria previously established. Chancellor shall inform the Board on or before February 1 of each year of the Board's need to complete her annual performance evaluation and, after consultation, Chancellor and Board shall agree on a timeline for the evaluation process to be completed by May 31 of each year. Failure of the Governing Board to complete the evaluation process shall not result in the amendment or extension of this Agreement and will not prevent the Board from giving notice under sections 2 and 19 of this Agreement. Nothing herein shall prevent the Board from more frequent reviews and evaluations of the Chancellor, and nothing shall prevent the Chancellor from submitting self-assessment evaluations to the Board on a more frequent basis than annually.
17. **Expense Allowance.** The District agrees to pay the Chancellor an additional eight hundred dollars (\$800.00) monthly during the term of this Agreement to be used by the Chancellor to carry out the goals and mission of the District. In addition, the Chancellor shall be entitled to reimbursement for business expenses reasonably incurred, pursuant to the policies and procedures for reimbursement for District academic management employees.
18. **Auto Allowance.** The Chancellor shall receive a monthly allowance of eight hundred dollars (\$800.00) for all business miles traveled within the District's service area as full reimbursement for the Chancellor's use of her own personal vehicle. However, travel outside the District's service area will be reimbursed at the District's regular travel rate. Reimbursement amounts and vehicle eligibility criteria may be adjusted annually.
19. **Termination.** This Agreement may be terminated as follows:
 - a. **Disability.** Upon expiration of the Chancellor's sick leave entitlement, and upon written evaluation by a licensed physician designated by the District in the appropriate specialty indicating the inability of the Chancellor to further perform the essential functions of this position with reasonable accommodation pursuant to the American with Disabilities Act, then this Agreement may be unilaterally terminated by the Board. If the Chancellor

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.** Death of the Chancellor terminates this Agreement immediately. In such event, all salary, vacation, or other monetary amounts due to the Chancellor at the time of death shall be paid to the Chancellor's estate.
- c. **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, Chancellor 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 Chancellor shall be entitled to District-paid health benefits for the unexpired term of this Agreement not to exceed (18) months, or until Chancellor finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of California Government Code sections 53260-53264, and shall be interpreted consistent with those statutes.

The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to Chancellor resulting from the contract's termination without cause. These liquidated damages represent Chancellor's sole and exclusive remedy for any and all damages, known or unknown, tort, contract, or otherwise, flowing from the termination of Chancellor's employment with the District. The parties recognize that upon payment of the liquidated damages sum, Chancellor will be foreclosed from bringing any action or proceeding of any nature against the District. The payment of any benefit under this subparagraph is contingent on Chancellor signing a Severance Agreement agreeable to both parties. The Severance Agreement will include a full waiver and release of known and unknown claims against the District, and a waiver of rights under Civil Code section 1542. If Chancellor does not sign a Severance Agreement, Chancellor will not receive any payment or benefits under this subparagraph and the termination of this Agreement without cause will be effective.

If the District terminates this Agreement and believes, and subsequently confirms pursuant to an independent audit, that the Chancellor has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the District shall not provide any cash or noncash settlement to the Chancellor.

- d. **Termination by Chancellor.** The Chancellor, for any reason, may terminate this Agreement by the giving of 120 days written notice to the District before the effective

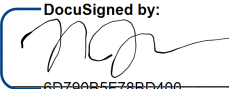
date of such termination. In the event that the Chancellor elects to give such notice, she shall not be entitled to any buyout consideration described in Section 19(c) of this Agreement but shall be entitled to all other applicable benefits during the remainder of the 120-day term of this Agreement and 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.
20. **District Rules and Regulations.** This Agreement is subject to all applicable statutes and regulations, but if there is a conflict between the terms of this Agreement, on the one hand, and any District Board Policy or Administrative Regulation, on the other hand, then the provisions of this Agreement shall prevail.
21. **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 agree that, in the event of litigation, venue shall be in the Fresno County Superior Court, or if in federal court, in the Eastern District of California.
22. **Severability.** If any term or provision of this Agreement is, to any extent, held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.
23. **Construction.** This Agreement shall not be construed more strongly against either Party regardless of who is responsible for its preparation.
24. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.
25. **No Assignment.** This is an agreement for personal services. The Chancellor may not assign or transfer any rights granted or obligations assumed under this Agreement.
26. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.
27. **Board Approval.** The Parties recognize that the effectiveness of this Agreement is contingent upon approval by the District's Board of Trustees.

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: 
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Nasreen Johnson
President, Board of Trustees

By: 
Carole Goldsmith, Ed.D.

Dated: 8/16/2023

Dated: _____