

BOARD OF TRUSTEES	ACTION
Santa Monica Community College District	May 26, 2015

MAJOR ITEMS OF BUSINESS

RECOMMENDATION NO. 1

SUBJECT: **SUPERINTENDENT/PRESIDENT SEARCH 2015: POSITION PROFILE/RECRUITMENT BROCHURE**

SUBMITTED BY: Chair, Board of Trustees

REQUESTED ACTION: It is recommended that the Board of Trustees approve the Superintendent/President position profile/recruitment brochure.

COMMENT: The position profile/recruitment brochure was developed with input from the college community, key external community members, and the Board of Trustees.

Action on Superintendent/President Profile/Recruitment Brochure as Amended

MOTION MADE BY: Louise Jaffe
 SECONDED BY: Margaret Quiñones-Perez
 STUDENT ADVISORY: Absent
 AYES: 7
 NOES: 0



Superintendent/President

Santa Monica College: Changing Lives in the Global Community Through Excellence in Education



The District

Santa Monica Community College District is a single campus district governed by a seven member Board of Trustees, elected at large, and a Student Trustee. The District serves the cities of Santa Monica and Malibu, and is a model for community colleges around the country with its policy of open access and its dedication to providing quality higher education.

The College

Founded in 1929, Santa Monica College (SMC) is a two-year community college accredited by the Western Association of Schools and Colleges (WASC). SMC is the leader in California's 112 community college system in transfers to the University of California, serving around 34,000 students and offering over 90 fields of study. Its primary missions include transfer, Career Technical Education or job training, basic skills training, and continuing education and lifelong learning. SMC enriches the community with arts and culture through its radio station KCRW (89.9 FM), the Broad Stage at the SMC Performing Arts Center, and distinctive programs such as its Emeritus College for older adults. The 38-acre main campus includes a world-class performing arts campus, one campus devoted to design and media, and five satellite locations. SMC is committed to diversity and seeks to offer students everything they need to succeed. Academic excellence at SMC is driven by its world-class faculty who are here because they believe in the power of the student-teacher connection, a belief reflected in the achievements of its students. Additionally, the College has one of the most robust counseling and support systems in the state.

Mission Statement

Santa Monica College strives to create a learning environment that both challenges our students and supports them in achieving their educational goals. We prepare our students to contribute to the global community as they develop an understanding of their

personal relationship to the world's social, cultural, political, economic, technological, and natural environments.

To fulfill this mission, the College provides open and affordable access to excellent associate degree and occupational certificate programs. These programs prepare students for successful careers, develop college-level skills, enable transfer to universities, and foster a personal commitment to lifelong learning.

Santa Monica College serves, represents, and embraces the community's racial and cultural diversity. We promote the exchange of ideas in an open, caring community of learners and recognize the critical importance of each individual to the achievement of our vision.

Enrollment

Santa Monica College has an annual enrollment of approximately 34,000 students that reflect the ethnic and cultural diversity of the area. Of those identified, there are 38.5 percent Latino, 26.7 percent white (Non-Hispanic), 14.4 percent Asian/Pacific Islander, 9.1 percent African-American, and 1 percent Native American. The average age is 24 and 52.5 percent of the students are women. The student body is enriched by more than 3,474 international students from approximately 110 countries.

Faculty & Staff

Santa Monica College has been able to attract and retain outstanding faculty, administrative personnel, and staff. The College has approximately 316 full-time faculty, 1,098 part-time faculty, 505 classified staff support and managers, and 52 academic administrators.

District Budget

The College has an annual General Fund budget in excess of \$197 million and an annual budget for capital construction and other restricted activities in excess of \$359 million.

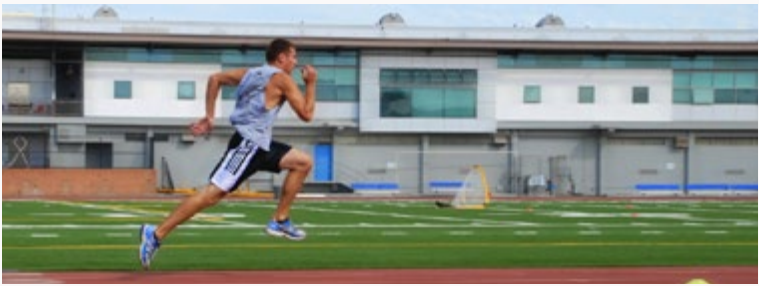
The Position

The Superintendent/President is the Chief Executive Officer of the College District and President of Santa Monica College. Responsibilities are carried out in keeping with the policies and expectations of the seven-member elected Board of Trustees and a Student Trustee, the California Community Colleges Board of Governors, and state law in a collegial manner. The Superintendent/President is responsible for assessing, planning, organizing, and evaluating the resources, programs, and services of the College to meet the educational needs of the students and the community. As the educational and administrative leader of the College, the Superintendent/President represents the District to community groups, business and industry, the public school district, the California Community Colleges, public and private colleges and universities, city and county agencies, and state government.

Major Challenges & Opportunities Facing Santa Monica College

The Board of Trustees, in consultation with internal and external constituent groups of the District, has identified major challenges and opportunities facing the College. The Superintendent/President will provide strong leadership while working collaboratively with the College community to address these issues:

- Ensuring the highest priority is student access, retention, progression, and success.
- Maintaining a leadership position in academic excellence, vocational/technical education, and educational innovation.
- Providing leadership for cutting-edge higher education initiatives, including STEM education and select bachelor degrees.
- Promoting policy and educational programs sensitive to and reflective of the diverse communities served by the College.
- Ensuring long-term enrollment, fiscal stability, and ongoing regional accreditation for the institution.
- Cultivating positive relationships and a climate of trust among and between the various College constituency groups, both internal and external.
- Providing involved, visible, and accessible leadership and effectively representing the College in the community at large.
- Expanding and enhancing partnerships with local governments, the business and industry community, and other educational institutions to nimbly respond to changing needs in meeting the educational requirements of the community.
- Ensuring an orderly, environmentally sensitive, sustainable construction and preventive maintenance program as the College implements its Facilities Master Plan and carries out complex facilities bond projects; ensuring safe, accessible, user-friendly facilities that support teaching and learning.
- Developing excellent labor relations on campus in all aspects, including, but not limited to, collective bargaining.
- Providing leadership for succession/transition planning as the College experiences extensive retirements; providing effective organizational structures and staffing, including diversifying SMC's expanding workforce.
- Expanding and supporting state-of-the-art information and virtual technologies in instructional programs and administrative / support services.
- Assessing the role of the College in assisting the College communities in addressing public policy and emerging challenges, which may not have been previously considered within the scope of the College mission.



Position Qualifications

Santa Monica Community College seeks a Superintendent/President with the qualifications, demonstrated professional background, and personal characteristics that, in effective combination, will enable him or her to provide leadership to the College and successfully address the major challenges and opportunities facing Santa Monica College.

Minimum Qualifications/Education & Experience

- A Master's degree from a regionally accredited institution.
- Demonstrated sensitivity to and understanding of the diverse academic, socio-economic, cultural, disability, and ethnic backgrounds of community college students and residents of the communities served by the District.
- Senior administrative-level experience in a reasonably related executive position (e.g., education, business, industry, government, non-profit, etc.).

Preferred Qualifications/Education & Experience

- At least five years of senior level administrative experience in a large complex organization. The Board of Trustees welcomes applicants from non-profit and profit organizations, including those from business and government, as well as higher education.
- Demonstrated knowledge of and leadership experience in fiscal management, strategic planning, human resources development/ management, collective bargaining, curriculum and instruction, facilities planning, and community and legislative relations.
- Teaching experience in higher education; experience working with local and/or state legislative bodies and governmental agencies.
- A commitment to the community college mission and demonstrated knowledge, understanding, and appreciation of participatory governance.
- Experience working in/with multi-ethnic communities; cultural competence and knowledge of its application in the community college setting.
- A Doctorate degree (or the equivalent) from an accredited institution.

Professional Background

- Demonstrated ability to effectively articulate the community college mission and address the diverse needs of its students.
- Evidence of a collaborative and inclusive management style that brings faculty, staff, and students together to further the mission of the College; demonstrated support for the professional development of faculty and staff.
- Leadership experience that demonstrates sensitivity to and enthusiasm for the diversity of the students, staff, faculty, and the community, including, but not limited to, socio-economic status, culture, national origin, religion, ethnicity, age, gender, sexual orientation, and disability status.
- Demonstrated global perspective.
- Demonstrated ability to work with local, state, and federal agencies on all issues that affect the College.

- Demonstrated commitment to promote advanced technology and creative, innovative approaches to instruction and services in support of student success.
- Demonstrated success in fundraising, and the ability to provide leadership to the College's Foundations.

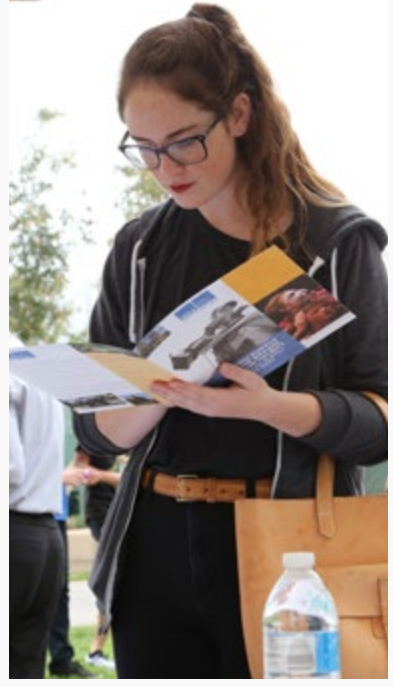
Personal Characteristics

- A visionary, inspirational, authentic, big picture thinker who leads by example and exhibits passion for students, education, and the success of each individual.
- A fair, sensitive, trustworthy, and inclusive educational leader who models respect, trust, and confidence. A sense of humor is appreciated.
- A commitment to professionalism, ethics, integrity, honesty, and transparency.
- Articulate, accomplished public speaker who is able to engage and relate to a variety of audiences.
- Excellent interpersonal and communication skills, including respectful listening, the welcoming of new ideas, and encouragement for diversity of opinions.
- Commitment to a high level of visibility and accessibility on campus and in the community.
- The ability to access and critically analyze information, to solve problems creatively, and to make difficult, evidence-based decisions.

- Commitment to an environment where participation is encouraged and democratic values in education can flourish.

Salary & Benefits

Starting salary is commensurate with qualifications and experience. Health benefits include CalPERS Medical Plan options. The District pays 100% of the medical, dental, and vision premiums for the employee and eligible dependents. However, employees who enroll in the PERSCare medical plan must pay the premium difference between PERSCare and the second highest CalPERS medical plan. A District-paid Life and AD & D Insurance covers the employee only. The total compensation package for the Superintendent/President is negotiable.



Application Process

This is a confidential process and will be handled accordingly throughout its various stages. Candidates are asked to respect the confidential nature of the search. The Search Consultant's review of applications will begin September 24, 2015. Candidates are strongly encouraged to submit early in the process. Applications will be accepted until the position is filled. However, to be considered in the first round of application review, applicants are encouraged to submit all required documents by September 21, at 4:00 p.m.

Applications must include:

1. **Cover Letter:** Individuals interested in this position will state in a (seven pages or less) letter of application specifically why they are interested in the position, how they meet the qualifications, professional background, and personal characteristics and how they would address the major challenges and opportunities facing Santa Monica College identified in this brochure.
2. **Resume:** Applicants will submit a current resume of professional experience, accomplishments, educational background, and other pertinent information.
3. **References:** The names, business and home telephone numbers, and email addresses of nine references: two supervisors, two subordinates (including one classified or support staff), one peer, two faculty members, and two business or community leaders. (Applicants from sectors other than higher education will submit comparable references.) References will not be contacted without the applicant's permission. Candidates will be required to sign a release form to authorize reference checks. Employment history, degrees obtained, and other certifications/accomplishments will also be verified.
4. **Salary History:** Salary information for the past three years.
5. **Equal Employment Opportunity Survey** (available on Ralph Andersen & Associates' website at www.ralphandersen.com).

Interested applicants are directed to apply **via email at apply@ralphandersen.com**. **Only an electronic version of all submittals will be accepted.** Submittals not containing all of the required documentation will be deemed incomplete. Due to the high level of importance placed on candidates' presentation of qualifications and submittal, Ralph Andersen & Associates is under no obligation to assess, comment, or inform individuals as to the completeness of submittals. Ralph Andersen & Associates will conduct the initial evaluation of submitted materials to determine the best overall match with the established criteria as outlined in this recruitment profile. Review of qualified individuals by the Search Committee will begin September 29, 2015 with only the most highly qualified candidates invited to continue on in the selection process. The Search Committee expects to interview Semi-Final Candidates October 29-30, 2015.

The Board of Trustees expects to interview final candidates November 11-13, 2015. It is expected the Superintendent/President will join the District January 1, 2016. References will not be contacted until mutual interest is established.

Should you have any questions regarding this position or the recruitment process, please call Stan Arterberry at (916) 630-4900 or (707) 567-4402, or Dr. Nicki Harrington at (530) 277-8690. Confidential inquiries are welcomed. If you have additional questions about the College, please contact Ms. Marcia Wade, Vice President of Human Resources at (310) 434-4010 or wade_marcia@smc.edu or www.smc.edu.



Additional Information

The Immigration Reform & Control Act of 1987, Public Law 99-603 requires that employers obtain documentation from every new employee which authorizes that individual to accept employment in this country. This requirement applies to both United States citizens and aliens. Any employee who is unwilling/unable to fulfill this requirement will not be employed.

If accommodations are needed for the application process in compliance with the Americans with Disabilities Act, please contact Ms. Sherri Lee-Lewis at (310) 434-4419 or lee-lewis_sherri@smc.edu.

It is the policy of the SMCCD that all candidates for employment need to be cleared for employment through the process of background check and verification of prior employment, references, and credentials.

Crime awareness and campus security information are available from Campus Police and Safety. (Public Law 101-542)

The Santa Monica Community College District does not discriminate in the educational programs and activities operated by the District, or in employment procedures and practices of the District.

The Board of Trustees reserves the right to extend time limits or to reinstate the search process at any time. Moreover, the Board of Trustees may choose to pursue an external appointment pursuant to the guidelines set forth in Title 5 regulations. SMCCD is an equal opportunity employer and encourages applications from underrepresented minorities and the disabled.

SANTA MONICA COMMUNITY
COLLEGE DISTRICT – Equal
Opportunity, Title IX, Section 504
Employer.





**Office of Human Resources
Job Description**

Title: SUPERINTENDENT/PRESIDENT

Position Profile:

The Superintendent/President serves as the District's Chief Executive Officer and is responsible for leadership and administration of all aspects of the District's mission, vision and goals. The Superintendent/President reports to and serves at the pleasure of the Board of Trustees.

Primary Duties and Responsibilities:

- Assess, plan, organize, and evaluate the resources, programs, and services of the College to meet the higher educational needs of the students and the community.
- Represent the District to community groups, business and industry, the public school district, the California Community Colleges, public and private colleges and universities, city and county agencies, and state government.

Leadership Responsibilities:

- Provide and maintain an atmosphere that is conducive to student learning and is in concert with the philosophy statement of the Board of Trustees;
- Serve as professional adviser to the Board on all matters; assist the Board to develop long-range goals and objectives;
- Implement and execute all adopted policies and contracts of the Board;
- Provide academic and professional leadership to the faculty and staff. Exercise administrative and supervisory authority over all the employees of the Board and all employee functions of the District. Exercise supervisory authority, in general, through the senior management staff;
- Support the district's commitment to participatory and collaborative governance;
- Provide leadership related to the admission, transfer, graduation, student support services and activities of the students;
- Provide leadership in the areas of collective bargaining and employee relations;
- Provide leadership in the recruitment, hiring, and retention of a highly qualified and diverse faculty and staff;
- Inform the Board, staff and district constituencies regarding educational trends and issues;
- Present an annual budget for Board consideration and establish appropriate controls of the financial operation of the District and the college to ensure fiscal stability;

- Provide leadership to staff, contractors, federal and state agencies involved with the construction of new facilities and the continued maintenance of all district facilities in a manner that supports the educational process;
- Develop alternative revenue resources to augment the District income;
- Articulate and promote the mission and vision of the District to political, business and civic leaders of the community, state, and federal agencies;
- Represent the Board in matters concerning school property and in the purchase or sale of real or personal property;
- Represent the Board in all matters involving questions of law or legal procedures unless otherwise directed by the Board.

Skills, Knowledge, and Abilities:

- Knowledge of, and the ability and skill to plan, implement, and evaluate instructional programs;
- Knowledge of the principles and code that guide participatory governance;
- Skill to communicate openly and effectively, both orally and in writing;
- Skill and ability to reconcile divergent views of others.

Qualifications – Minimum:

A master's degree or professional degree from an accredited institution; an earned doctorate from an accredited institution is preferred.

Preferred Qualifications:

- Excellent communication skills, both verbal and written;
- Graduate degree in management, or public administration;
- At least 5 years of senior management experience in a large complex organization;
- Senior administrative experience in higher education, particularly community colleges;
- Demonstrated ability to provide fiscal vision for the District;
- Ability to communicate complex and detailed concepts effectively to all segments of the college community, including faculty, staff, students, and the Board of Trustees;
- Ability to represent the District in communications with members of the communities served by the college and with local and state officials, to clearly articulate the District's mission, goals, and objectives, and to make effective public presentations;
- Demonstrated knowledge and experience in participatory governance, consensus building, and team management;
- Demonstrated skill and ability in building trust among all constituencies in the District;
- Evidence of sensitivity to and understanding of the socio-economic, academic, cultural and ethnic diversity within the community college student population, including students with physical and/or learning disabilities as these factors relate to differences in learning styles.

Personnel Management

Oversees the President's office staff, Board of Trustees support personnel, and all senior staff members.

Information/Benefits/Compensation:

- Salary, benefits, and other terms and conditions of employment will be negotiated and will be commensurate with the candidate's background and experience;
- CalSTRS (California State Teachers' Retirement System).

Reviewed by HR, Dr. Tsang – 12/05/2013

BOARD OF TRUSTEES	ACTION
Santa Monica Community College District	December 15, 2015

MAJOR ITEMS OF BUSINESS

RECOMMENDATION NO. 5

SUBJECT: **APPROVAL OF SUPERINTENDENT/PRESIDENT EMPLOYMENT AGREEMENT**

SUBMITTED BY: Chair, Board of Trustees

REQUESTED ACTION; It is recommended that the Board of Trustees approve an employment agreement with Dr. Kathryn Jeffery as Superintendent/President.

The terms of the agreement are:

- Three-year rolling contract commencing February 8, 2016
- Salary: \$298,400 per year
- One-time relocation allowance of \$15,000
- One-time interim housing allowance of \$15,000
- All fringe benefits including health, dental and vision insurance

MOTION MADE BY: Margaret Quiñones-Perez

SECONDED BY: Andrew Walzer

STUDENT ADVISORY: Aye

AYES: 7

NOES: 0

AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT/PRESIDENT OF THE SANTA MONICA COMMUNITY COLLEGE DISTRICT

This employment agreement (the "Agreement") is entered into as of this 15th day of December, 2015 by and between the Santa Monica Community College District (the "District"), acting by and through its Board of Trustees (the "Board"), and Dr. Kathryn E. Jeffery ("Jeffery" or the "President") regarding the employment of Jeffery as Superintendent/President of the Santa Monica Community College District.

It is mutually agreed to by and between the Board and the President as follows:

1) Employment: The Board employs Jeffery and Jeffery accepts employment as Superintendent/President under the terms and conditions set forth in this Agreement.

2) Term: The term (the "Term") of this Agreement will commence on February 8, 2016 and shall terminate on June 30, 2019. At least ninety (90) days prior to the expiration of the Term, the Board may provide notice that it does not wish to extend the Term. Should the Board not provide such notice on a timely basis, the Term of this Agreement will automatically and without any further notice or action by any party be extended one calendar year and all provisions of this Agreement, except for the Term and any modifications and amendments entered into after the date of this Agreement, shall remain in effect unchanged. The foregoing provision regarding the ability of the Board to send a notice of termination and regarding the automatic annual extension of the Term will apply at the end of each successive annual extension of the Term. By entering into this Agreement, the President waives any longer notice period provided under Education Code Section 72411(b).

3) Duties and Responsibilities:

a) During the term of this Agreement, the President will provide leadership and expertise pertaining to the overall operations of the District, will serve as the District's Superintendent and President. The President has the primary responsibility for execution of Board Policy whereas the Board will retain primary responsibility for formulating and adopting said policy.

b) The President will perform the duties prescribed for the office of Superintendent/President by the applicable laws of the State of California, the lawful rules and regulations of the Board of Governors of the California Community Colleges, and the policies and procedures of the Board of Trustees of District. Said laws, rules, regulations and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein. The duties and responsibilities of the Superintendent/President may change or evolve as the organization and management needs of the District change or evolve.

c) All powers and duties that may lawfully be delegated to the President are to be executed in accordance with the laws, rules, regulations and policies set forth above.

Such acts as may require approval or ratification by the Board will be referred by the President to the Board with sufficient advance notice as may be available to enable the Board to have reasonable opportunity to review, consider and make appropriate decisions.

d) Except as otherwise permitted under Paragraph 11, below, the President will devote her full working time to the performance of her duties under this Agreement and will accept no other commitment that may substantially conflict with her duties under this Agreement or her time devoted to fulfilling those duties.

e) In addition to directing all complaints/criticisms/suggestions concerning the District or any of its personnel directly to President, the Board agrees that it shall work with President in a spirit of cooperation and teamwork, and shall provide President with periodic opportunities to discuss Board/President relationship.

4) Evaluation:

a) The President and the Board shall meet annually during the Term of this Agreement to evaluate the performance of the President in fulfilling her duties. The evaluation process will be mutually developed by the Board and the President in accordance with applicable law and District policy. The Board, at its discretion, may conduct interim evaluations of the President at any time with ten (10) days' advance notice to the President. A failure to timely or properly evaluate the President will not extend the term of this Agreement nor constitute a violation of this Agreement. A failure to evaluate the President will not preclude the Board from giving notice of termination in accordance with Paragraph 13 of this Agreement.

b) The President will provide at least thirty (30) days' advance notice to the Board of all deadlines in this Agreement, including in this Paragraphs 4 and in Paragraphs 2 and 13 (e), in order to enable to the Board to meet its obligations in this Agreement in a timely fashion.

c) The Board's evaluation of the President's performance shall be as determined by a majority of the Board, or a majority of a sufficient quorum of the Board legally required to take a Board action.

5) Salary: The annual salary for the President will be Two Hundred Ninety-Eight Thousand Four Hundred Dollars (\$298,400.00). The President shall be eligible for salary adjustments on the same terms as other District administrators. Nothing herein shall limit the Board from providing any other increase in compensation or benefits to the President.

6) Relocation Allowance/Interim Housing Allowance: The District will pay the President the total sum of Fifteen thousand Dollars (\$15,000.00) to defray expenses associated with relocating to Southern California. The District will pay the President a one-time amount of Fifteen Thousand Dollars (\$15,000) so that the President can during her first year of employment obtain interim housing in an area within or adjacent to the District.

7) Fringe Benefits: The President will receive all fringe benefits, such as health, dental, vision, disability, and life insurance as are granted to other District management employees upon the same terms as they are offered to other District management employees. If the President remains continuously employed by the District until the date she retires, she will be entitled thereafter to continue to fully participate in the District's health plan for herself and her spouse, paid for by the District, until they are eligible to purchase and receive Medicare. After retirement having been continuously employed by the District until retirement, when the President and her spouse are eligible to purchase and receive Medicare, the District will pay the cost of a Medicare supplemental insurance policy for each of them, not to exceed a total cost of \$550 per month (for both of them.)

8) Work Year, Vacations, Holidays and Leaves: The President is required to render full and regular service to the District during each month covered by this Agreement and is expected to be on call 24 hours each day in the proper performance of her assignment. During each year of this Agreement, the President will accrue and receive 25 working days paid vacation, 12 days paid sick leave, and will be entitled to all other leaves and holidays provided to District management employees. The President will notify the Board prior to leaving on vacation regarding the details of her proposed absence. Vacation may accumulate up to a total not to exceed 25 unused vacation days. Once the President has accrued a total of 25 unused vacation days, she is not entitled to accrue any additional vacation until her vacation balance is reduced below 25 days. Upon termination of the employment relationship between the President and the District, the President will be paid for any accrued and unused vacation time. Unused sick leave may be transferred in accordance with Education Code provisions but will not be otherwise compensated for upon termination or expiration of this Agreement, except as required by law.

9) Reimbursement of Expenses: Upon submission of appropriate receipts and documentation, and in conformance with applicable Board or District policy, the President will receive the following reimbursement for actual and necessary expenses incurred in the performance of her assigned duties, subject to Board approval:

a) Cost of membership in community and professional organizations each year of the Agreement as may be approved by the Board, in its sole and absolute discretion.

b) All actual and necessary travel expenses relating to attendance at professional meetings and conferences which may be required in the performance of the President's duties under this Agreement or as otherwise directed by the Board.

c) Mileage for the use of her personal vehicle for travel required to perform District business, reimbursed at the then-prevailing rates for deductions allowed by the Internal Revenue Service.

d) Any other reasonable, actual, and necessary expenses incurred in the performance of her duties that may be approved by the Board at the Board's sole and absolute discretion.

10) Technology Support: The President is authorized for and shall receive off-campus technological support for the purpose of completing work in a location other than that of the Santa Monica Community College site, subject to reasonable conditions on time obligations and distance from the College. The technological support may include, but is not limited to, computer, printer, fax, communications and similar devices and equipment. The District will also provide the President with a mobile telephone, updated and with service sufficient to meet customary needs of the position. Unless otherwise approved, all equipment acquired by the District will remain the property of the District, and the District will pay for, maintain, and upgrade technological support as needed to perform the duties and functions of the President at the off-site location.

11) Outside Professional Activities: Subject to any limitations or requirements established by Board policy, the President may undertake outside professional activities, including, without limitation, consulting, speaking and writing. Such activities may be performed for consideration provided that they do not interfere with the President's normal duties and such activities are conducted only with the President using personal leave or accrued vacation time. Pursuant to Government Code Section 1126 and Board policy and regulations, the President agrees not to engage in any other employment, activity, or enterprise, whether or not for remuneration, that is inconsistent, incompatible, in conflict with, or inimical to the President's duties, functions, or responsibilities.

12) Notification to Board of Application for Employment or Finalist in Search: The President will notify the Board within five (5) days if she submits an application for employment in another district or in any other capacity. In addition, the President will notify the Board immediately should she become a finalist for employment in another district or in any other capacity.

13) Termination:

a) This Agreement may be terminated at any time before the end of the Term by mutual consent of the parties. In the event of termination by mutual consent, the District will pay the President any accrued salary and the President may accrue benefits under this Agreement, only up to and including the mutually-agreed termination date.

b) The President may unilaterally terminate the Agreement for any reason by providing written notice of resignation to the Chair of the Board at least sixty (60) days prior to the effective date of termination. In the event the President resigns her employment with the District, the District will pay the President any accrued salary and the President may accrue benefits under this Agreement up to the resignation date.

c) The Board may elect to unilaterally terminate the Agreement without cause, for any reason at its sole discretion, upon at least sixty (60) days' written notice to the President prior to the effective date of the termination. In the event of termination without cause, the District will pay the President the current salary and benefits for the remainder of the Term or twelve (12) months' salary, whichever is less. As a condition of payment of the foregoing amount, the District may require that the President execute a

release and waiver of claims against the District, its Trustees, officers and employees, in a form satisfactory to the District. The payment for unused vacation will be at the President's daily rate in effect on the date of termination of employment, *i.e.*, the 31st day from giving the notice of termination without cause to the Superintendent/President. The calculation for purposes of the lump-sum payment will be the monthly salary only in effect on the date of the notice of termination, and exclusive of all other payments, including but not limited to, contributions to CalSTRS or CalPERS, whichever is applicable, and any other expense reimbursements or payments on behalf of the President.

d) The Board may vote to terminate this Agreement for cause at any time. For purposes of this Agreement, "cause" will be deemed to exist if the Board determines that the President:

(1) has failed or refused to act in accordance with a material provision of this Agreement or directive of order of the Board;

(2) has exhibited serious misconduct or dishonesty in regard to her employment;

(3) has been convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person;

(4) is unable to perform the essential functions of her position for any reason, including physical or mental incapacity; or

(5) has committed a breach of any law, or regulation including without limitation any Board or District policy or regulation that will adversely affect the reputation of the Board or the District.

e) In the event of termination for cause, the Board will serve written notice to the President detailing the grounds for termination at least 30 days prior to the effective date of termination. The President will not have any right to an evidentiary hearing, or any other process beyond the above-written notice, but will have the right to appear before the Board, with or without counsel, at her own expense, in closed session prior to the effective date of the termination to discuss the grounds for termination. In all instances, however, the Board's decision to terminate for cause will be binding and final. Upon termination for cause, the President will be entitled to receive: (i) any business expenses otherwise due to her through the date of her termination, and (ii) payment of accrued but unused vacation and/or administrative leave time in accordance with this Agreement or state law. The Board may place the President on paid administrative leave during the 30-day notice period described in this Paragraph 13(e). In the event of termination for cause, the District will pay the President any salary and the President may accrue benefits under this Agreement, only up to and including the effective date of the termination of the President's employment.

14) Limitation on Damages: In the event of a breach of this Agreement, the parties agree that the damages for such breach will not exceed an amount equal to the lesser of twelve (12) months' salary and benefits under this Agreement, or the maximum cash settlement available under Section 53260 of the Government Code as in effect as of the date of this Agreement.

15) Faculty Tenure Rights: In recognition that President has gained tenure to a faculty position in her primary academic discipline in the Los Rios Community College District, the Board will grant the President tenure as a faculty member; provided, however, that all rights under this Paragraph 15 will be extinguished in the event that the President's employment is terminated by the Board for cause under this Agreement or should the President resign from her employment with the District.

16) Arbitration. Any controversy, dispute, or claim arising out of the parties' relationship, shall first be settled through good faith negotiation. If a controversy, dispute or claim cannot be settled through negotiation, then the parties agree to binding arbitration administered by JAMS pursuant to its Employment Arbitration Rules & Procedures and subject to JAMS' Policy on Employment Arbitration Minimum Standards of Procedural Fairness. The matter shall be heard in Los Angeles County by a single arbitrator who shall be experienced in employment law matters, and the arbitrator shall issue a reasoned award setting forth his or her factual findings and the legal basis for the award. Judgment on the award may be entered in any state or federal court in Los Angeles County having jurisdiction over the matter.

The President shall be required to pay no more than the equivalent of a filing fee in Los Angeles County Superior Court. All other administrative costs of the arbitration, and the arbitrator's fee, shall be paid by the District. Except as a party may be permitted under applicable law to recover attorneys' fees from the other party, each side shall be responsible for its own attorneys' fees.

The arbitrator shall permit reasonable discovery to permit the parties to establish their respective claims and defenses. The Federal Rules of Civil Procedure shall be used in all phases of the arbitration, including without limitation for any dispositive motion. Notwithstanding the immediately preceding sentence, the responding party may file a general denial and affirmative defenses in response to any unverified complaint or demand for arbitration. Either party may have recourse to any summary proceedings, including without limitation, injunctive relief, available under JAMS rules.

All arbitral proceedings and the arbitral award shall remain confidential, except to the extent that either party may bring any action in any court of competent jurisdiction to vacate or to enforce the arbitral award.

It is the intent of the parties that this paragraph 16 shall be interpreted broadly, so that to the fullest extent permitted by law, any and all claims raised by either party, shall be subject to binding arbitration and neither party may bring any claims against the other in a court. Claims subject to this Agreement shall include but not be limited to any claim for breach of contract, breach of the implied covenant, or any wrongful or tortious breach of contract or wrongful termination claim, claims arising under any state or federal statute prohibiting unlawful

employment discrimination, including without limitation, the California Fair Employment and Housing Act, Title VII of the Equal Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, and the California Family Rights Act, any claims arising under any statute protecting whistleblowers, claims for defamation, breach of privacy, and any other statutory or common law claims that govern or pertain to the employment relationship.

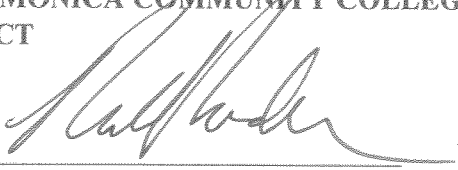
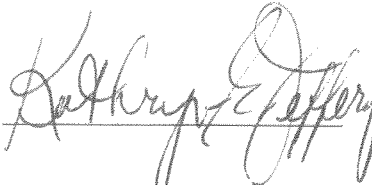
To the extent any claim may arise between the parties is not amenable to arbitration, or if the President is permitted to assert claims against the District or any of its trustees, officers or employees in a state or federal court, the President hereby waives her right to a jury trial.

16) General Provisions:

- a) Governing Law. This Agreement, including all matters of construction, validity, and performance, will be governed by and construed and enforced in accordance with the laws of the State of California and applicable federal law of the United States, as applied to contracts made, executed and to be fully performed in California by citizens of California, without regard to its conflict of law rules. Exclusive jurisdiction to enforce the arbitration agreement in paragraph 16, above, to enforce or vacate any arbitral award, or to decide any matter not subject to mandatory binding arbitration, shall be vested in the state and federal courts located in Los Angeles County, California.
- b) Entire Agreement. This Agreement is the full and complete contract for employment between the Board and the President. This Agreement contains 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.
- c) No Amendment. Any amendments, modifications or variations from the terms of this Agreement must be in writing and will be effective only upon approval of such amendment, modification or variation by the Board and the President.
- d) Exclusivity. To the extent permitted by law, the parties intend and agree that the employment relationship between the District and the President will be governed exclusively by the provisions of this Agreement.
- e) Construction. This Agreement will not be construed more strongly against either party regardless of which party is responsible for its preparation.
- f) Board Approval. The effectiveness of this Agreement will be contingent upon approval by the Board.
- g) Execution of Other Documents. The parties will cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

- h) Mutuality. This Agreement is deemed to have been jointly drafted by the parties. Any uncertainty or ambiguity will not be construed for or against any party based on attribution of drafting to any party. As such, this Agreement is deemed to have been jointly drafted by the parties and will not be construed against either party as the drafter.
- i) Independent Review. The President has had the opportunity to obtain independent legal or other professional advice with regard to this Agreement.
- j) Binding Effect. This Agreement will be for the benefit of and will be binding upon all parties and their respective successors, heirs, and assigns, and the current and future Board.
- k) Abuse of Office or Position. In accordance with Government Code 53243.2 the parties acknowledge regardless of the term of this Agreement, that if the Agreement is terminated, any cash settlement related to the termination that the President may receive from the District will be fully reimbursed to the District within thirty (30) days if the President is convicted of a crime involving an abuse of her office or position.
- l) Severability and Waiver. 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 remainder of the terms and provisions of this Agreement will continue in effect. No waiver of any breach of any term or provision of this Agreement will be construed to be a waiver of any other breach of this Agreement. No waiver will be binding unless in writing and signed by the party waiving the breach.
- m) Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed as an original for the purpose of effectuating the Agreement, but all of which together will constitute one and the same instrument. Any faxed, .pdf or other electronic version counterpart of this Agreement will be deemed to be an original.

This Agreement is entered in to as of the day and date first written above.

<p>SANTA MONICA COMMUNITY COLLEGE DISTRICT</p> <p>Signed: </p> <p>Title: Chair of the Board</p>	<p>DR. KATHRYN E. JEFFERY</p> <p>Signed: </p>
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