EMPLOYMENT AGREEMENT
SUPERINTENDENT/PRESIDENT
SANTA MONICA COMMUNITY COLLEGE DISTRICT

This Employment Agreement ("Agreement") is made and entered into on November 17, 2026, by and between the Board of Trustees of the Santa Monica Community College District ("Board" or "District") and Dr. Candace D. Jones (“Dr. Jones” or "Superintendent/President"). The parties agree as follows:

1. EMPLOYMENT AND TERM

1.1 Employment. The Board employs Dr. Jones as Superintendent/President of the District, and the Superintendent/President accepts that employment on the terms set forth in this Agreement.

1.2 Term. The term of this Agreement shall commence on January 1, 2027 and end on June 30, 2030, unless extended or terminated earlier as provided herein. Consistent with Education Code section 72411, no term of this Agreement, including any extension, shall exceed four (4) years.

1.3 Status. The Superintendent/President is an academic employee as defined in Education Code section 87001(a), an educational administrator as defined in Education Code section 87002(b), and a management employee as defined in Government Code section 3540.1(g). This Agreement is entered into pursuant to Education Code section 72411.

1.4 Service Year. The Superintendent/President shall render twelve (12) months of full-time service to the District during each year of this Agreement, exclusive of vacation, holidays, and authorized leaves. The Superintendent/President is exempt from overtime and acknowledges that the duties of the position will regularly require work beyond a standard workweek and is expected to be on call 24 hours each day in the proper performance of her duties.

2. DUTIES AND RESPONSIBILITIES

2.1 Chief Executive Officer. The Superintendent/President shall serve as the Chief Executive Officer of the District and Secretary to the Board, and shall have primary responsibility for implementing Board policy and administering the District. The Superintendent/President shall report directly and solely to the Board as a body.

2.2 Standard of Performance. The Superintendent/President shall faithfully and diligently perform all duties prescribed by the laws of the State of California, Title 5 of the California Code of Regulations, the rules of the Board of Governors of the California Community Colleges, Board Policies and Administrative Procedures, the Board-approved job description, and this Agreement. Acts requiring Board approval or ratification shall be placed on the Board's agenda at the earliest opportunity.

2.3 Board Relations. The Superintendent/President shall keep the Board informed on a timely basis of significant matters affecting the District, including its educational mission, accreditation status, and financial condition, and shall attend all Board meetings unless excused.

2.4 Community Representation. The Superintendent/President shall serve as the District's primary representative to the community, the District's foundations, and local, state, and federal agencies and elected officials.

3. OUTSIDE ACTIVITIES AND OTHER EMPLOYMENT

3.1 Outside Activities. The Superintendent/President may engage in outside professional activities, including teaching, consulting, writing, speaking, and service on non-profit or for-profit boards, provided such activities do not interfere with the performance of duties under this Agreement or create a conflict of interest. The Superintendent/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 Superintendent/President's duties, functions, or responsibilities. Any compensated outside activity requires consultation with the Board Chair, and the Superintendent/President shall disclose each source of outside earned income to the Board within thirty (30) days. Any compensated outside activities shall be performed on vacation time or during hours College offices are not open for business. The Board may require that any outside activity cease if it determines the activity creates a conflict or interferes with the Superintendent/President's duties.

3.2 Notification to Board of Application for Employment or Finalist in Search. The Superintendent/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 Superintendent/President will notify the Board within five (5) days should she become a finalist for employment in another district or in any other capacity.

4. COMPENSATION

4.1 Base Salary. Effective January 1, 2027, the Superintendent/President's annual base salary shall be $380,000.00, payable in twelve (12) equal monthly installments, prorated for any period of service less than a full month or year.

4.2 General Increases. The Superintendent/President shall receive any general, across-the-board salary increase (including cost-of-living adjustments) granted to the District's educational administrators, effective on the same date and in the same percentage.

4.3 Board Discretion. The Board may increase the Superintendent/President's salary at any time in its discretion. The salary shall not be reduced except (a) with the written consent of the Superintendent/President, or (b) as part of furloughs or economic concessions applied across the board to all District management employees, in which case the Superintendent/President shall take at least the same proportionate reduction. The Superintendent/President shall be exempt from the furloughs currently in effect for management employees.

4.4 Written Amendment. Any change in salary shall be memorialized in a written amendment and shall not constitute a new agreement or extend the term of this Agreement.

4.5 Open Session Reporting. Prior to final action on this Agreement or any amendment affecting compensation, the Board shall orally report a summary of the recommended compensation in open session, as required by Government Code section 54953(d)(3).

5. BENEFITS

5.1 Health and Welfare. The Superintendent/President, spouse or registered domestic partner, and eligible dependents shall receive the medical, dental, vision, and life insurance benefits provided to the District's twelve-month educational administrators, on the same terms, as those benefits may change from time to time. In no event shall the Superintendent/President receive a benefit package less favorable than that provided to other District administrators.

5.2 Retiree Health Benefits. Upon retirement from the District, the Superintendent/President shall be eligible for retiree health benefits on the same terms and eligibility requirements that apply to District educational administrators.

5.3 Retirement System. The District shall report the Superintendent/President's compensation to CalSTRS or CalPERS, as applicable and as required by law. The District makes no representation regarding which items of compensation are creditable for retirement purposes.

5.4 Other Benefit Programs. The Superintendent/President may participate in other District benefit programs (e.g., 403(b) or 457(b) plans, flexible spending accounts, etc.) on the same terms and conditions as other educational administrators.

6. VACATION, SICK LEAVE, AND HOLIDAYS

6.1 Vacation Accrual. The Superintendent/President shall earn 24 days of paid vacation per year, accrued at 2.0 days per month of service. Vacation shall be scheduled at times convenient to the operations of the District, and the Superintendent/President shall notify the Board Chair in advance of any absence of more than five (5) consecutive working days.

6.2 Accrual Cap. Accrued vacation may be carried over from year to year up to a maximum allowed other educational administrators as set forth in Administrative Regulation 7340. Once the maximum is reached, no further vacation shall accrue until the balance falls below the maximum.

6.3 Payment at Separation. Upon separation for any reason, the District shall pay the Superintendent/President for accrued, unused vacation, not to exceed the accrual cap, at the daily rate in effect on the date of separation.

6.4 Sick Leave. The Superintendent/President shall earn one (1) day of sick leave per month of service, which may be accumulated without limit in accordance with Education Code section 87781. Sick leave accrued with a prior California community college or school district shall be credited as provided in Education Code section 87782.

6.5 Holidays. The Superintendent/President shall receive all holidays granted to the District's twelve-month educational administrators.

7. ALLOWANCES, EXPENSES AND SUPPORT

7.1 Automobile Allowance. Mileage for the use of the Superintendent/President’s personal vehicle for travel required to perform District business shall be reimbursed at the then-prevailing mileage rates for deductions allowed by the Internal Revenue Service. The mileage rate is all-inclusive and covers fuel, maintenance, oil changes, tires, depreciation, and vehicle insurance.

Parking fees and highway tolls shall be reimbursed separately upon presentation of valid receipts. The Superintendent/President shall maintain a valid California driver's license and automobile liability insurance.

7.2 Technology Support. The Superintendent/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 Superintendent/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 Superintendent/President at the off-site location.

7.3 Business Expenses. The District shall reimburse the Superintendent/President for documented actual and necessary expenses incurred in the performance of duties, including travel, lodging, meals, conference registration, and community and civic functions, in accordance with Board Policy and Administrative Procedure. The District shall provide a District credit card for District business, subject to District procedures. Out-of-state and international travel requires prior notice to the Board Chair.

7.4 Memberships and Professional Development. The District shall pay the Superintendent/President's dues for professional organizations (including the Association of California Community College Administrators and the Community College League of California) and for community and service organizations approved by the Board Chair. The Board encourages the Superintendent/President's participation in professional development consistent with the District's budget.

7.5 Housing Allowance. In the event that the Superintendent/President secures housing or lodging within five (5) miles of the District’s Main Campus, the District shall contribute up to $2,500.00 per month to reimburse the Superintendent/President for the costs of such housing.

7.6 Tax Treatment. All allowances are taxable to the extent required by law and are not creditable compensation for retirement purposes unless the applicable retirement system determines otherwise.

8. PERFORMANCE GOALS AND EVALUATION

8.1 Annual Goals. By September 30 of each year, the Board and the Superintendent/President shall meet to establish written performance goals and objectives for the academic year, aligned with the District's strategic plan and Board priorities.

8.2 Evaluation Instrument. The Board and the Superintendent/President shall mutually agree on an evaluation instrument based on the goals, the job description, and Board Policy 2435. If they cannot agree, the Board shall determine the instrument.

8.3 Mid-Year Check-In. In January of each year, the Board and the Superintendent/President shall meet in closed session for an informal review of progress toward goals. In 2027, in lieu of an annual evaluation, there will be an additional mid-year check-in in July 2027.

8.4 Annual Evaluation. Beginning in 2028, by early May, the Superintendent/President shall provide each Board member with a written self-assessment and the evaluation instrument. The Board shall meet in closed session under Government Code section 54957 to reach a consensus assessment, and shall then meet with the Superintendent/President in closed session to discuss it, no later than June 30. The written evaluation shall be placed in a sealed, confidential envelope in the Superintendent/President's personnel file, and a copy shall be provided to the Superintendent/President, who may submit a written response.

8.5 Effect of Failure to Evaluate. Failure to complete an evaluation shall not extend the term, constitute a breach of this Agreement, or limit the Board's rights under Sections 9 and 10

9. EXTENSION AND NON-RENEWAL

9.1 Extension. The Board may, by action in open session and with the Superintendent/President's written consent, extend the term of this Agreement, subject to the four-year limit in Section 1.2. Any extension shall be memorialized in a written amendment.

9.2 Notice of Non-Renewal. The Board may elect not to renew this Agreement for any reason, with or without cause, by giving the Superintendent/President written notice at least six (6) months before the expiration of the term, in accordance with Education Code section 72411.

9.3 Reminder Obligation. No later than nine (9) months before expiration of the term, the Superintendent/President shall remind the Board in writing of the notice deadline in Section 9.2.

9.4 Extension Upon Failure to Give Notice of Non-Renewal. If timely notice of non-renewal is not given and the Superintendent/President gave notice as required by Section 9.3, this Agreement shall be extended for one (1) additional year on the same terms. This Section is the parties' knowing and voluntary waiver of any longer extension under any interpretation of Education Code section 72411.

10. TERMINATION

10.1 Mutual Agreement. This Agreement may be terminated at any time by written mutual agreement. 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.

10.2 Resignation. The Superintendent/President may resign by giving the Board Chair written notice of resignation at least ninety (90) days prior to the effective date of termination. In the event the Superintendent/President resigns her employment with the District, the District will pay the Superintendent/President any accrued salary and the Superintendent/President may accrue benefits under this Agreement up to the resignation date.

10.3 Termination Without Cause. The Board may, in its sole discretion and without cause or hearing, terminate this Agreement upon sixty (60) days' written notice, during which the Superintendent/President may be placed on paid administrative leave. In that event:

(a) The District shall pay the Superintendent/President a cash settlement equal to the monthly base salary then in effect multiplied by the lesser of (i) the number of months remaining in the term, or (ii) twelve (12) months. The settlement shall be paid monthly installments. The settlement excludes allowances, stipends, and other non-salary compensation.

(b) The District shall continue the Superintendent/President's health and welfare benefits for the same number of months, or until the Superintendent/President obtains comparable coverage through other employment, whichever occurs first.

(c) The parties agree this settlement is liquidated damages, in recognition of the difficulty of determining actual damages, and constitutes the Superintendent/President's sole and exclusive remedy arising from termination without cause. This Section shall be construed consistently with Government Code section 53260 et seq. Payment shall be conditioned on the Superintendent/President's execution of a general release of claims.

10.4 Termination for Cause. The Board may terminate this Agreement for cause, including material breach of this Agreement, neglect of duty, insubordination, abuse of office as defined in Government Code section 53243.4, or any act specified in Education Code section 87732. Before termination for cause:

(a) The Board shall give the Superintendent/President written notice stating the specific acts or omissions on which the proposed termination is based.

(b) The Superintendent/President shall have the opportunity, within thirty (30) calendar days of the notice, to meet with the Board in closed session to respond orally or in writing. The Superintendent/President may be accompanied by counsel at the Superintendent/President's own expense. This meeting is not an evidentiary hearing and is the Superintendent/President's exclusive right to a hearing.

(c) The Board shall render its decision in writing within thirty (30) days of the meeting, and its decision shall be final. Upon termination for cause, the Superintendent/President shall receive only compensation and accrued vacation earned through the termination date.

10.5 Disability. If the Superintendent/President is unable to perform the essential functions of the position, with or without reasonable accommodation, for more than 120 consecutive calendar days after exhausting available paid leave, the Board may terminate this Agreement upon thirty (30) days' written notice, subject to all applicable disability and leave laws. The Board may require an independent medical examination at District expense, the results of which shall be kept confidential.

10.6 Death. This Agreement shall terminate upon the death of the Superintendent/President. The District shall pay the estate all compensation and accrued vacation earned through the date of death.

11. NO RETREAT RIGHTS

This Agreement does not provide Superintendent/President with the right to retreat to a probationary faculty position.

12. ABUSE OF OFFICE

In accordance with Government Code sections 53243 through 53243.4, if the Superintendent/President is convicted of a crime involving an abuse of office or position: (a) any paid administrative leave salary provided pending an investigation shall be fully reimbursed to the District; (b) any funds provided by the District for the Superintendent/President's criminal legal defense shall be fully reimbursed; and (c) any cash settlement related to the termination of this Agreement shall be fully reimbursed. The District shall make no payment prohibited by these sections.

13. DEFENSE AND INDEMNIFICATION

The District shall defend, hold harmless, and indemnify the Superintendent/President against any claim, demand, or legal proceeding arising out of acts or omissions within the course and scope of employment, as provided in Government Code sections 825 and 995 et seq. This obligation does not apply to actions brought by the District itself, or to acts or omissions involving actual fraud, corruption, or actual malice. This Section shall survive the termination of this Agreement with respect to acts or omissions occurring during the term.

14. LIMITATION ON DAMAGES

14.1 Limitation on Damages. If either party breaches this Agreement, the parties agree that the damages for that breach shall not exceed an amount equal to the Superintendent/President's monthly base salary multiplied by twelve (12). If the breach results in the termination of this Agreement, damages shall not exceed the monthly base salary multiplied by the lesser of twelve (12) or the number of months remaining in the term, as required by Government Code section 53260. For this purpose, "monthly base salary" means the monthly base salary under Section 4 in effect on the date of the breach, excluding allowances, stipends, and benefits. Any cash settlement paid under Section 10.3 counts toward this limit. This limitation applies to any award by an arbitrator or court. It does not limit:

14.2 Exclusion. Section 14.1 does not limit:

(a) Compensation and benefits earned, and vacation accrued, through the date of the breach or termination;

(b) Continuation of health and welfare benefits under Section 10.3(b);

(c) The District's obligations to defend and indemnify under Section 13 and Government Code sections 825 and 995 et seq.;

(d) Reimbursement owed to the District under Section 12 and Government Code sections 53243 through 53243.4;

(e) Damages, penalties, and attorney's fees on statutory claims whose remedies cannot be limited by contract, including claims under the California Fair Employment and Housing Act; or

(f) Liability for fraud, willful injury, or violation of law that Civil Code section 1668 prohibits limiting by contract.

15. MEDIATION AND BINDING ARBITRATION

15.1 Scope. Except as provided in Section 15.8, the following shall be resolved exclusively by mediation and, if not resolved, by final and binding arbitration under this Section 15: any dispute, claim, or controversy between the Superintendent/President and the District arising out of or relating to this Agreement, the Superintendent/President's employment, or the termination of that employment (a "Dispute"). For this purpose, the District includes the Board, its members, officers, employees, and agents acting in their official capacities. Disputes include, without limitation, claims for breach of this Agreement or of the implied covenant of good faith and fair dealing; claims for compensation or benefits; claims of discrimination, harassment, or retaliation under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other law; whistleblower claims, including under Labor Code section 1102.5; claims of wrongful termination; tort claims; and claims by the District against the Superintendent/President, including claims for reimbursement under Sections 7.5 and 12. This Section 15 applies equally to claims brought by either party.

15.2 Dispute Notice. A party shall begin the process by delivering written notice of the Dispute to the other party under Section 16.14 (a "Dispute Notice"). The Dispute Notice shall describe the nature of the Dispute, the facts on which it is based, and the relief sought. It must be delivered within the statute of limitations that would apply if the claim were brought in court.

15.3 Mediation. Within fifteen (15) days after a Dispute Notice is delivered, the parties shall jointly select a mediator who is a retired judge or an attorney experienced in employment matters. If they cannot agree, JAMS shall appoint the mediator. The mediation session shall be held within sixty (60) days after the Dispute Notice is delivered, unless the parties agree in writing to extend that period. Each party shall attend with a representative authorized to recommend settlement. The parties acknowledge that any settlement binding the District requires Board approval and is subject to the reporting requirements of Government Code section 54957.1. The District shall pay the mediator's fees and costs. Each party shall bear its own attorney's fees for the mediation. The mediation is confidential under Evidence Code sections 1115 through 1128.

15.4 Mediation as Condition Precedent. Mediation is a condition precedent to arbitration. If a party demands arbitration without first mediating, the arbitrator shall stay the arbitration until mediation is completed. Mediation is completed when the earliest of the following occurs: (a) the mediator declares an impasse in writing; (b) the period for holding the mediation session under Section 15.3, including any agreed extension, expires without a session having been held; or (c) the other party declines in writing to mediate, or fails to respond to the Dispute Notice within fifteen (15) days.

15.5 Tolling. All statutes of limitations and contractual deadlines applicable to a Dispute are tolled from the date the Dispute Notice is delivered until ten (10) days after mediation is completed. If a party reasonably believes a limitations period may nonetheless expire, it may file a demand

for arbitration to preserve its claim. That arbitration shall then be stayed until mediation is completed.

15.6 Arbitration. If the Dispute is not resolved through mediation, it shall be arbitrated as follows:

(a) Demand. Either party may serve a written demand for arbitration within thirty (30) days after mediation is completed or within the applicable statute of limitations, whichever is later.

(b) Administration and Rules. The arbitration shall be administered by JAMS under its Employment Arbitration Rules & Procedures and its Policy on Employment Arbitration Minimum Standards of Procedural Fairness, as in effect when the demand is served. If those rules conflict with this Section 15, this Section controls. The Superintendent/President acknowledges having had the opportunity to review those rules.

(c) Arbitrator. The Dispute shall be heard by a single neutral arbitrator who is a retired California state or federal judge. The parties shall select the arbitrator by mutual agreement within twenty (20) days after the demand is served. If they cannot agree, the arbitrator shall be selected under the administrator's strike-and-rank procedure. The arbitrator shall comply with the disclosure requirements of Code of Civil Procedure section 1281.9 and the Ethics Standards for Neutral Arbitrators in Contractual Arbitration.

(d) Location. The arbitration hearing shall be held in Los Angeles County, California, unless the parties agree otherwise in writing. Any portion of the hearing may be held by videoconference if the parties agree.

(e) Discovery and Motions. The parties shall be entitled to discovery sufficient to adequately arbitrate their claims and defenses, including access to essential documents and witnesses, as determined by the arbitrator. At a minimum, Code of Civil Procedure sections 1283.05 and 1283.1 shall apply. The arbitrator may hear and decide motions for summary judgment or summary adjudication under the standards of Code of Civil Procedure section 437c.

(f) Applicable Law and Remedies. The arbitrator shall apply the substantive law of California and, where applicable, federal law, including the statutes of limitations, burdens of proof, immunities, and limits on damages that would apply in court, such as Government Code sections 818 and 53260 through 53264. The arbitrator may award any remedy that would be available in court, but no other remedy.

(g) Award. The arbitrator shall issue a written, reasoned award stating the essential findings and conclusions on which it is based, within thirty (30) days after the close of the hearing. The award is final and binding. Judgment on the award may be entered in the Superior Court of Los Angeles County under Code of Civil Procedure section 1285 et seq. Judicial review is limited to the grounds stated in Code of Civil Procedure sections 1286.2 and 1286.6.

(h) Costs and Fees. The District shall pay all fees and costs unique to arbitration, including the arbitrator's fees and the administrator's fees and hearing costs. The Superintendent/President shall not be required to pay more than the filing fee that would apply in the Superior Court. The District shall pay all such fees and costs within the time required by Code of Civil Procedure sections 1281.97 and 1281.98. Each party shall otherwise bear its own attorney's fees and costs. However, the arbitrator shall award attorney's fees and costs to a prevailing party where a statute would authorize such an award in court, applying the standards a court would apply.

15.7 Arbitrator's Authority. The arbitrator shall have no authority to add to, subtract from, or modify any term of this Agreement. On any matter this Agreement commits to the Board's discretion, the arbitrator may not substitute the arbitrator's judgment for the Board's. Such matters include the decision not to renew this Agreement under Section 9.2 and the decision to terminate without cause under Section 10.3. On those matters, the arbitrator shall decide only whether the District complied with the procedural and payment requirements of this Agreement. Except where a statute provides a remedy that cannot be waived, the arbitrator may not order reinstatement to the position of Superintendent/President. Instead, the remedy for a wrongful termination of this Agreement shall be damages. A court of competent jurisdiction, and not the arbitrator, shall decide any challenge to the validity, enforceability, or scope of this Section 15, including whether a claim is excluded under Section 15.8.

15.8 Excluded Claims. This Section 15 does not apply to:

(a) Claims for workers' compensation benefits or unemployment insurance benefits.

(b) Claims for benefits under CalSTRS, CalPERS, or any District benefit plan that has its own claims and appeal procedure.

(c) The filing of a charge or complaint with an administrative agency, such as the U.S. Equal Employment Opportunity Commission, the California Civil Rights Department, or the Labor Commissioner. However, to the extent permitted by law, any claim for individual relief that remains after the agency process is subject to this Section 15.

(d) Any sexual harassment dispute or sexual assault dispute that the Superintendent/President elects to bring in court under 9 U.S.C. sections 401 and 402, and any other claim that, as a matter of law, cannot be subject to a pre-dispute arbitration agreement.

(e) An application to a court for provisional remedies in aid of arbitration under Code of Civil Procedure section 1281.8.

15.9 Government Claims Act. Under Government Code section 930.2, a Dispute Notice delivered to the District shall constitute presentation of a claim for any Dispute that requires one under the Government Claims Act (Government Code section 810 et seq.), provided the notice contains the information required by Government Code section 910 and is delivered within the time required by Government Code section 911.2. The claim shall be deemed rejected when mediation is completed.

15.10 Confidentiality and Public Records. Arbitration proceedings shall be confidential to the extent permitted by law. The parties acknowledge, however, that the award, any settlement, and related records may be subject to disclosure under the California Public Records Act and the Ralph M. Brown Act.

15.11 Governing Law; Severability; Survival. This Section 15 is governed by the California Arbitration Act (Code of Civil Procedure section 1280 et seq.). If any part of this Section 15 is held unenforceable, that part shall be severed and the remainder enforced. If any claim is held not subject to arbitration, it shall be filed in the Superior Court of Los Angeles County. To the extent permitted by Code of Civil Procedure section 1281.4, it shall be stayed until the arbitrable claims are resolved. This Section 15 survives the expiration or termination of this Agreement.

15.12 Waiver of Court and Jury Trial.

BY SIGNING THIS AGREEMENT, THE SUPERINTENDENT/PRESIDENT AND THE DISTRICT EACH KNOWINGLY AND VOLUNTARILY AGREE TO RESOLVE ALL DISPUTES COVERED BY THIS SECTION 15 THROUGH MEDIATION AND FINAL AND BINDING ARBITRATION, AND EACH WAIVES THE RIGHT TO A TRIAL OF THOSE DISPUTES BEFORE A JUDGE OR JURY. THE SUPERINTENDENT/PRESIDENT ACKNOWLEDGES HAVING READ THIS SECTION, HAVING HAD THE OPPORTUNITY TO CONSULT INDEPENDENT COUNSEL, AND ENTERING INTO IT VOLUNTARILY.

District Initials: _____ Superintendent/President Initials: _____

16. GENERAL PROVISIONS

16.1 Governing Law and Venue. This Agreement is governed by the laws of the State of California, the regulations of the Board of Governors, and Board Policies and Administrative Procedures. Venue for any court proceeding permitted under Section 15, including a proceeding to compel arbitration or to confirm, correct, or vacate an award, shall be in the Superior Court of Los Angeles County, California.

16.2 Conflicts. If this Agreement conflicts with a Board Policy or Administrative Procedure, this Agreement shall control to the extent permitted by law.

16.3 Entire Agreement. This Agreement, including any exhibits, is the entire agreement between the parties. There are no oral understandings, and neither party has relied on any representation not contained herein.

16.4 Modification. This Agreement may be modified only by a written amendment approved by the Board in open session and signed by both parties.

16.5 Severability. If any provision is held invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

16.6 Construction. This Agreement is deemed jointly drafted and shall not be construed for or against either party based on authorship.

16.7 No Assignment. This is a personal services agreement. The Superintendent/President may not assign any rights or delegate any obligations hereunder.

16.8 No Waiver. No waiver of any breach shall be a waiver of any other breach. A waiver is effective only if in writing and signed by the waiving party.

16.9 Binding Effect. This Agreement binds the parties, their heirs, successors, and assigns, and the current and future Board.

16.10 Independent Advice. The Superintendent/President has had the opportunity to obtain independent legal, tax, and retirement advice regarding this Agreement.

16.11 Public Record. This Agreement is a public record subject to disclosure under the California Public Records Act (Government Code section 7920.000 et seq.).

16.12 Board Approval. This Agreement is effective only upon approval by the Board in open session at a regular meeting.

16.13 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

16.14 Notices. All notices required or permitted under this Agreement shall be in writing and shall conclusively be deemed effective (1) on personal delivery; (2) confirmed delivery by courier service; or (3) upon deposit in the United States mail by first-class mail, postage prepaid, addressed to the party to be notified as set forth as follows: to the District at 1900 Pico Boulevard, Santa Monica, California 90405, attention Board Chair, and to the Superintendent/President at her home address on file. Notice by mail is effective three (3) days after mailing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

SANTA MONICA COMMUNITY COLLEGE DISTRICT

_____ Date: _____
Dr. Sion Roy
Chair, Board of Trustees

SUPERINTENDENT/PRESIDENT

_____ Date: _____
Dr. Candace D. Jones
Superintendent/President