

**AGREEMENT FOR EMPLOYMENT
OF
SUPERINTENDENT/PRESIDENT
BETWEEN
THE SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. JILL STEARNS**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 1st day of July, 2018, by and between the Board of Trustees of the San Luis Obispo County Community College District (hereinafter referred to as either the "District" or "Board," as appropriate) and Dr. Jill Stearns (hereinafter "Dr. Stearns").

IT IS HEREBY AGREED AS FOLLOWS:

1. President. Dr. Stearns is hereby employed for a 3 year term commencing on July 1, 2018, and ending on June 30, 2021, subject to the terms and conditions of this Agreement, as the Superintendent/President (hereinafter "President"). The 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 by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This Agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties.

3.1 Dr. Stearns shall perform all of the powers and duties of the position of Superintendent/President, Chief Executive Officer, and Secretary to the Board of Trustees. She shall further efficiently and effectively manage the programs and operations of the District, and perform such other duties and assume such other responsibilities as are assigned to her from time to time by the Board. Dr. Stearns shall have the primary responsibility for the recommendation and execution of Board policy.

3.2 Dr. Stearns shall personally or by direction of the Board:

3.2.1 Provide leadership and direction to ensure that the laws governing the operation of the District, and the policies of the District are carried out;

3.2.2 Review the policies adopted by the Board and make appropriate recommendations to the Board;

3.2.3 Periodically evaluate employees as provided for by California law and District policy;

3.2.4 Advise the Board of all possible sources of funds which may be available to implement present or contemplated District programs;

3.2.5 Regularly and timely inform the Board of the fiscal status of the District; and

3.2.6 Establish and maintain an appropriate community relations program.

3.3 Dr. Stearns shall have the responsibility of initiating and directing all District programs, operations and activities, subject to approval by the Board. Dr. Stearns shall have responsibility for all personnel matters, including selection, assignment, evaluation, and transfer of employees, subject to approval by the Board.

4. Board/Superintendent/President Relationship and Performance Evaluations.

4.1 The Board of Trustees will provide Dr. Stearns with periodic opportunities to discuss the Board/Superintendent/President relationship;

4.2 The Board of Trustees shall set Dr. Stearns's goals for the 2018-2019 college year, and shall annually compile an updated set of goals for each college year thereafter. Dr. Stearns performance in achieving those goals and carrying out her other duties will be evaluated by the Board of Trustees in each college year. The evaluation will be discussed in closed session, and the Board of Trustees will then prepare a written statement of its evaluation of Dr. Stearns performance.

5. Salary.

5.1 Dr. Stearns shall be paid two hundred and forty thousand, five hundred and forty-two dollars (\$240,542) per annum. Dr. Stearns will receive a 1% annual increase for 2019-2020 college year effective July 1, 2019. Dr. Stearns will be eligible upon successful completion of Board approved goals for annual increase of 1.5% for 2020-2021 college year. Dr. Stearns, upon successful completion of Board approved goals and renewal of contract will be eligible for a 2% increase effective July 1, 2021.

5.3 The salary shall be paid in equal monthly installments, each of which shall be equal to one-twelfth (1/12) of the per annum salary, with proration for a period of less than a full year or month of service. The Board hereby retains the right to adjust the annual salary of Dr. Stearns during the term of this contract, subject to a mutual written agreement signed by both an authorized representative of the Board and Dr. Stearns. Any adjustments in salary made during the life of this contract shall be in the form of an amendment signed by both an authorized representative of the Board and Dr. Stearns and shall become part of this contract. It is provided, however, that by doing so it shall not be considered that the Board has entered into a new contract with Dr. Stearns or that the termination date of the existing contract has been automatically extended. However, the Board may, by specific action and the execution of a written agreement signed by an authorized representative of the Board and Dr. Stearns, extend the termination date of the Agreement beyond that provided for in Section 1, above.

6. Professional Schedule and Vacation. Dr. Stearns shall be required to render twelve months of full and regular service to the District during each complete year covered by this Agreement. Dr. Stearns shall accrue one day of sick leave for each full month of employment

during the term of this Agreement. Dr. Stearns shall also accrue 20 hours of vacation with pay for each full month of employment during the term of this Agreement (30 days per year), exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Stearns shall not accrue more than 60 days of vacation. Upon accruing 60 days of vacation, Dr. Stearns shall cease to accrue additional vacation until she has utilized sufficient days or hours such that her vacation leave balance is less than 60 days. Upon termination or expiration of this Agreement, Dr. Stearns shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement.

7. Fringe Benefits.

7.1 Dr. Stearns shall be entitled to receive the same health and welfare and fringe benefits offered to 12-month academic managers and in an amount not to exceed the benefit amount received by 12-month academic managers pursuant to the District's policies and procedures.

7.2. The fringe benefit monies allocated to Dr. Stearns may be applied to the modified cafeteria benefit program in the same manner as for all 12-month academic managers. Dr. Stearns health and welfare benefits may include a medical/dental/vision plan. Should District payment for medical/dental/vision plans be less than the fringe benefit monies allocated to Dr. Stearns, Dr. Stearns may select and specify any benefit program acceptable to the District, including income protection, life insurance, or tax shelter annuities.

7.3 It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Board of Trustees. Notwithstanding any such amendments or modifications, Dr. Stearns, her spouse, and eligible dependents shall receive the same health and medical benefit package, including any applicable deductibles and contributions, that are provided to the District's 12-month academic managers.

8. Expenses and Required Memberships:

8.1 The District shall reimburse Dr. Stearns, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Stearns in the performance of the duties of President. There will be no reimbursement for travel incurred within District boundaries in the conduct of her duties on behalf of the District

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may only be amended or modified by mutual written agreement signed by the parties. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

9.2 Dr. Stearns may terminate this Agreement at any time upon written notice to the Board of Trustees at least Forty Five (45) calendar days prior to the date of termination.

9.3 Non-renewal of this Agreement shall be in accordance with Education Code Section 72411. No later than September 30 of any final college year of this Agreement, Dr. Stearns shall inform the Board of Trustees in writing of the provisions of Education Code section 72411 and the provisions of this Paragraph of the Agreement. Dr. Stearns failure to timely provide such

notice shall constitute a material breach of this Agreement. If non-renewal is determined, the Board of Trustees shall send to Dr. Stearns written notice of non-renewal by December 31 of any final college year of this Agreement. Such non-renewal shall be at the sole discretion of the Board of Trustees acting with or without cause. Failure by the Board to issue a notice of non-renewal shall serve to extend this Agreement for one additional year under the same terms and conditions as are set forth herein. In the event this Agreement is automatically extended for one additional year, any salary increase provided for that year shall not exceed the limit established by Government Code §§ 3511.1 and 3511.2.

9.4 Notwithstanding any other provision of this Agreement, the Board shall have the option to terminate this Agreement by providing Dr. Stearns with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, Dr. Stearns shall receive an amount equivalent to twelve (12) months of salary and benefits or an amount equal to the salary and benefits on the remaining contract, whichever is less, which amount shall be offset by any amounts actually earned by Dr. Stearns as a faculty member. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Upon termination of this Agreement other than for cause (pursuant to Article 9.6), Dr. Stearns has retreat rights and shall be entitled to return to a vacant faculty position for which he meets minimum qualifications as a first-year probationary faculty member, pursuant to Education Code Section 87458.

9.6 Notwithstanding any other provision of this Agreement, the Board shall have the option to terminate this Agreement for Dr. Stearns's failure or refusal to perform the normal and reasonable duties of the position, or for material breach of this Agreement, or for any of the other causes listed in Education Code Section 87732. Before terminating this Agreement under this subsection, the Board shall provide Dr. Stearns with a written statement which includes notice of the proposed termination and a reasonably detailed statement of the reasons for the termination. Dr. Stearns shall then be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. Dr. Stearns may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this subsection, the Board shall provide Dr. Stearns with its final decision in writing. Effective with the date of the Board's service of its decision on Dr. Stearns, the District's obligation under this agreement, and Dr. Stearns's employment with the District shall cease.

9.7 Notwithstanding any other provision of this Agreement, and as mandated by Government Code Section 53243 et seq. in the event Dr. Stearns is convicted of a crime constituting "abuse of office," Dr. Stearns shall reimburse the District to the fullest extent mandated by Government Code Section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code Section 53243 et seq.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is written to be effective in, and shall be construed in accordance with the laws of the State of California.

13. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if sent by certified or registered mail, with postage prepaid, to Dr. Stearns's residence (as noted in the District's records), or to the District's main office, as the case may be.

14. Waiver. The failure or neglect of either party to exercise any right hereunder or under law, shall not constitute a waiver of any other rights or privileges hereunder.

15. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

BOARD OF TRUSTEES OF THE
SAN LUIS OBISPO COUNTY COMMUNITY
COLLEGE DISTRICT

By _____
Barbara George, Ed.D.
President, Board of Trustees

Dated _____

By _____
Jill Stearns, Ph.D.

Dated _____