

EMPLOYMENT AGREEMENT President/CEO

This Agreement is made by and between the Governing Board of the Mt. San Antonio Community College District (“District”) or (“Board”) and Dr. Martha Garcia (“Dr. Garcia ”) or (“President”).

1. Position. The Board hereby employs the President as a full-time President and Chief Executive Officer of the Mt. San Antonio Community College District, and the Secretary to the Board. The President is an academic employee as defined by Education Code Section 87001(a), an educational administrator as defined by Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g). This Agreement is entered into pursuant to and subject to Education Code Section 72411(d).
2. Term. The District hereby employs President beginning July 1, 2023, and terminating on June 30, 2026, subject to the terms and conditions set forth below.
3. Salary. The President’s annual salary shall be Three Hundred Forty-two Thousand, Five Hundred Dollars (\$342,500) per year beginning July 1, 2023. The President’s salary shall be payable in twelve (12) approximately equal monthly installments. President will not receive a cost-of-living-adjustment (COLA) to her Salary during the Term of this Agreement.
4. Benefits. The President, her spouse, and dependents, as defined in the Internal Revenue Code Section 152, shall be entitled to the same fringe benefits including medical, dental, vision, and life insurance benefits, to holidays, and to sick leave provided by the District to educational administrators employed as Vice Presidents during each year of service. Full pay sick leave of one day per month may be accumulated from year to year without limit.
5. Retiree Medical Benefits. The District shall provide retiree medical benefits to President after ten (10) years of service as approved by the Board and in accordance with Board Policy 7380. The President and spouse shall be entitled to the medical benefits specified in Board Policy 7380.
6. Vacation. The President shall earn and accrue twenty-four (24) days of vacation for each year of service rendered. No more than forty-eight (48) days of vacation time may be accumulated at any one time. Vacation must be scheduled at a time convenient to the Board and the operations of the District. If the President will be absent on vacation for more than ten working days, the President must request authorization from the Board of Trustees or the Board President if that authority is delegated to the Board President by the Board. At time of separation, accumulated vacation, if any, will be paid at the current per-diem rate of the President’s salary.
7. Relocation. The District will provide the President up to \$10,000 in relocation expenses, which include rent, rental deposit, furniture purchases, storage initial fees, and moving company charges upon submission of documented and verifiable receipts.
8. Management Hours. It is understood that the demands of the position of President will require more than eight (8) hours a day and/or forty (40) hours per workweek. The President is not entitled to receive overtime compensation.

9. Duties and Responsibilities. The President shall be the Chief Executive Officer of the District and the Secretary to the Board of Trustees. She shall have all powers and perform all duties of the position as provided by law and as reflected in the job description for the President that is attached as Exhibit 1 and incorporated here by reference, subject to Board approval. The President shall use her best efforts and shall devote all time necessary to perform such duties.
10. Evaluation. The Board shall evaluate the President annually. This evaluation shall be based upon the President's goals and objectives as agreed by the President and the Board. The President shall inform the Board on or before July 1st of each year of the date of her evaluation and together the President and the Board shall agree on a timeline for the evaluation process. The Board may evaluate the President at any time. A failure to timely or properly evaluate the President shall not extend the term of this Agreement nor constitute a violation of this Agreement. A failure to evaluate the President shall not preclude the Board from giving notice of termination in accordance with Section 13 of this Agreement.
11. Professional Dues, Memberships, and Expense Allowance.
 - A. The District shall pay or reimburse the President reasonable and necessary membership or dues to belong to two business, professional, or service organizations of the President's choice. The District shall also pay or reimburse the President for any such organizations to which the Board may require that the President belong.
 - B. The President may attend professional conferences at District expense inside and outside of California consistent with the established budget of the District and District policies and procedures regulating attendance by all employees at conferences including any possible action by the Board to cancel conference attendance for some or all employees because of a budgetary crisis. However, in the event of such action, the President is not precluded from attending such professional conferences at her own expense with prior approval of the Board.
 - C. Because the President is required to attend various local professional activities on behalf of District, she will receive three hundred dollars (\$300.00) per month to compensate her for costs associated with such local activities.
 - D. The President shall be provided with a motor vehicle allowance of seven hundred dollars (\$700.00) per month. In exchange for this allowance, the President shall have a motor vehicle available when necessary for work-related matters. The President shall not be entitled to mileage or parking expense reimbursement for travel within Los Angeles County. The President's personal insurance shall be the primary insurance for her motor vehicle. Nothing in this subsection shall preclude the President from being reimbursed for necessary and reasonable business expenses incurred on behalf of the District outside of Los Angeles County that are documented and submitted pursuant to the policies and procedures of the Board. The President shall not exceed the amounts budgeted for such purposes by the Board.
 - E. The President shall submit to the Board an itemized report of business-related expenses on a monthly basis in a format to be determined by the President and the Board.

F. The District will provide the President with cell phone reimbursement that are documented and submitted pursuant to the policies and procedures of the Board.

12. Pre-Employment Medical Examination. The Board may require the President to satisfactorily pass a pre-employment medical examination conducted by a physician appointed by the Board as a precondition of employment and at the beginning of each Agreement term. The Board will not receive any medical information from the physician performing the examination. Rather, the physician will provide the Board with a report informing it whether or not the President is able to perform the essential functions of the CEO/President job as set forth in Exhibit 1 and whether she needs any accommodations to execute the essential functions of the job.

13. Termination.

A. Mutual Consent. This Agreement may be terminated by the mutual agreement of the parties at any time.

B. Non-renewal of the Agreement by District. The Board may elect not to renew this Agreement for any reason by providing written notice to the President in writing at least six (6) months prior to the expiration of this Agreement. The President shall give the Board written notice of this provision at least eight (8) months prior to the expiration of this Agreement. The President's failure to timely provide such notice shall constitute a material breach of this Agreement. 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.

C. Termination without Cause. Notwithstanding any other provision of law or of this Agreement, the Board may, unilaterally and without cause or a hearing, terminate this Agreement upon giving the President thirty (30) days prior written notice. Pursuant to Section 53260 of the Government Code, the maximum cash settlement that President may receive shall be an amount equal to the President's monthly salary multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the President's monthly salary multiplied by 18. The settlement amount calculated under this provision shall be paid to the President in a lump sum minus applicable deductions pursuant to a Severance Agreement as discussed below in this section. In addition, the President shall be entitled to receive health and welfare benefits at the District's expense for an amount of time commensurate with the amount of time to which the President is entitled to the above-described payment or until the President finds other employment that provides health and welfare benefits, whichever occurs first. The parties agree that this paragraph is to be construed consistent with the requirements of Government Code Section 53260 et seq.

For purposes of this Agreement, the term "salary" shall include only the President's regular monthly base salary and shall not include the value of any other allowances, stipends, reimbursements or benefits received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll

deductions and treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to the President resulting from the contract's termination without cause. These liquidated damages represent the President's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of President's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the President will be foreclosed from bringing any action or proceeding of any nature against the District.

The payment of any benefit under this subparagraph is contingent on the President signing a Severance Agreement in a form acceptable to the legal counsel for the District. The Severance Agreement will include a full waiver and release of known and unknown claims against the District, and a waiver of rights under Civil Code section 1542. If the President does not sign a Severance Agreement, the President will not receive any payment or benefits under this subparagraph and the termination of this Agreement without cause will be effective. If the President does not execute a release and waiver, no lump sum payment is required and termination shall be effective nonetheless.

- D. Termination for Cause. The Board may terminate the President's contract at any time for cause. "Cause" shall mean the President'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. If the Board determines, at its sole discretion, that there is cause to terminate the President's employment with the District, it may do so upon thirty (30) days written notice to the President. The notice shall include a statement of the cause for termination, and shall notify the President that she may respond to the Board, orally or in writing, regarding the causes. Any such response shall be made to the Board not less than five, but not more than ten, days following the date of the notice. The parties agree that this provision shall constitute the sole due process to which the President is entitled, and that the Board's decision regarding dismissal will be determinative.
- E. Disability of the President. If the District's medical provider conducts a fitness for duty examination and provides the Board with a written report indicating that the President is unable to perform the essential duties/functions of the position as a result of a physical or mental disability, with or without a reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the President. It is understood that any medical examination and fitness for duty review shall comply with the District's obligations under the federal Americans with Disabilities Act and state Fair Employment and Housing Act.

- 14. Venue. This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. The parties agree that, in

the event of litigation, venue shall be the appropriate court located in Los Angeles County, California.

15. Agreement to Mediation. The parties agree that, prior to initiation of any litigation over any dispute about matters covered by this Agreement, they will submit to mediation in accordance with procedures to be mutually agreed upon by them. Nothing herein shall be construed to relieve either party or be deemed to constitute a waiver by either party of their respective rights and obligations under Government Code Section 810 *et seq.*
16. Severability. If any term or provision of this Agreement is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.
17. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.
18. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
19. No Assignment. This is an agreement for personal services the President may not assign or transfer any rights granted or obligations assumed under this Agreement.
20. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by written instrument executed by both parties.
21. Board Approval. The parties recognize that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board.
22. Execution of Other Documents. All parties to this Agreement shall cooperate fully in the execution of any other documents and in contemplation of any additional action that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

PRESIDENT/CEO

MT. SAN ANTONIO COMMUNITY COLLEGE
DISTRICT

Martha Garcia

Martha Garcia (Apr 6, 2023 13:33 PDT)

Dr. Martha Garcia

By: Gary Chow
Gary Chow, President
Board of Trustees

Dated: April 6, 2023

Dated: April 12, 2023

I accept this offer of employment and agree to comply with the conditions set forth herein. I will fulfill all the duties of employment as President and Chief Executive Officer of the Mt. San Antonio Community College District.

Dated: Apr 6, 2023

Martha Garcia

Martha Garcia (Apr 6, 2023 13:33 PDT)

Dr. Martha Garcia

Exhibit 1

Job Description: College President

Duties and Responsibilities

1. The President shall be the full-time CEO of the District, shall act as Secretary to the Board, and shall have such powers and duties which are delegated to her by the Board.
2. The President shall have the primary responsibility for execution of Board policy, and the Board shall retain the responsibility for formulating and adopting said policy.
3. The President serves at the direction of the majority of the Board as a body and not its individual members unless such members have been delegated such authority by the Board.
4. The President shall have primary responsibility for all personnel matters including selection, assignment, and transfer of all employees, subject to prior approval of the Board. In all personnel matters, the President shall present his recommendations to the Board. In the event the Board does not approve said recommendation, the President shall submit another recommendation to the Board within a reasonable period of time.
5. The President shall periodically review all policies adopted by the Board and make appropriate recommendations for changes to the Board policies and regulations including, but not limited to, changes necessary to conform to changes in the law and to conform to District practices.
6. The President shall prepare and maintain the agenda, minutes, and records of all Board meetings and to handle all correspondence of the Board in accordance with the directions or procedures established by the Board.
7. The President shall advise the Board of all possible sources of funds that might be available to implement and fund present or future District programs.
8. The President shall supervise the preparation of the annual budget, submit the budget to the Board, and administer and monitor expenditures under the budget.
9. The President shall serve as liaison between the Board and the Board's designated representatives with respect to all employer-employee relations matters.
10. The President shall enter into contracts on behalf of the Board in accordance with Board direction.
11. The President shall provide leadership and direction to the Board regarding long-range planning.
12. The President shall directly supervise, direct, and evaluate those employees who directly report to her.

13. The President shall direct, coordinate, and provide overall leadership for all the programs of the District including curriculum, instruction, supervision, finance, business administration, resource development and allocation, maintenance and operations, student personnel, academic and classified personnel, administration, and collective bargaining.
14. The President shall assure the timely and accurate evaluation of all District employees within the requirements of State law, District policies and regulations, and applicable collective bargaining agreements.
15. The President shall represent the District and the College in the community and establish and maintain appropriate community relations.
16. The President shall maintain and improve the President's professional competence and knowledge.
17. The President shall provide for continued accreditation with and membership in appropriate agencies and associations to advance the interests of the District.
18. The President shall provide for the development and improvement of District facilities.
19. The President shall ensure the timely and accurate submission of all reports required by local, State, and national agencies.
20. The President shall protect the District's interests by supervising the management of an effective risk management program.
21. The President shall work closely with the College Foundation assisting in efforts to raise the level of giving to the College.
22. The President shall perform other duties as assigned by the Board.