

**Gavilan Joint Community College District  
5055 Santa Teresa Blvd.  
Gilroy, CA 95020**

1. **Parties of the Agreement.** This employment agreement (hereinafter "Agreement") is made on June 14, 2016 by and between the Gavilan Joint Community College District (hereinafter "District"), and Kathleen Rose (hereinafter "Superintendent/President").
2. **Term.** The District hereby employs Kathleen Rose as the Superintendent/President beginning July 1, 2017 and ending June 30, 2019.

Not less than one (1) year prior to the expiration date of this agreement, the Board of Trustees will notify the Superintendent/President of the Board's recommendation whether or not to reemploy the Superintendent/President for another mutually agreeable period of time not to exceed four (4) years. Notwithstanding any other provision herein, pursuant to Education Code section 72411(c) the failure of the Board to take such action to reemploy the Superintendent/President shall result in the termination of this agreement effective close of business June 30, 2019.

3. **Salary.** The Superintendent/President shall be paid an annual salary of two hundred fifty thousand nine hundred fifty dollars (\$250,950) beginning July 1, 2017 and ending June 30, 2019. Prior to July 1, 2018, the Board of Trustees will evaluate the annual salary in conjunction with the performance of duties.
4. Each year beginning with July 1 the base salary will be increased by not less than the percentage increase applied to other educational administrators.

The salary shall be paid in twelve (12) equal monthly installments on the last day of each month following rendition of service. The "daily rate of pay" shall be calculated by dividing the annual salary by a work year of two Hundred sixty (260) days, but this formula is otherwise not a reflection on or a reduction of the full time nature of the Superintendent/President's job.

5. **Duties and Responsibilities.** The Superintendent/President shall be the Chief Executive Officer of the District and the Secretary to the Board of Trustees and shall receive direction only from the Board as an entity. To the extent that such powers may be lawfully delegated, the Superintendent/President shall be responsible for the overall operation and management of the college and shall perform all duties of the position as provided by law and in accordance with Board policies, procedures and adopted resolutions. The Superintendent/President shall keep the Board fully informed of business activities and refer all actions requiring actions and/or ratification to the Board at the earliest possible opportunity. The Superintendent/President shall at all

times meet the qualifications and/or requirements of state law with respect to service in the office of the District Superintendent/President.

The Superintendent/President shall devote best efforts and full time, attention and skill to employment under this Agreement. The Superintendent/President may undertake speaking engagements, writing, lecturing, college or university course instruction, and other professional duties and obligations, and said outside professional activities may be performed for consideration, provided that they do not interfere with the performance of duties under this Agreement. Performance of the duties and responsibilities under this Agreement, however, shall take precedence over any such outside activities, and the Board may disapprove time off by the Superintendent/President during the normal workweek to engage in such outside activity.

6. **Performance Appraisals.** The Superintendent/President's performance shall be evaluated at least annually in accordance with Board Policy 2435. Any such appraisal shall in no way limit the District's right to terminate this Agreement, with or without cause, as provided in Paragraph 14, below.
7. **Fringe Benefits.** The Superintendent/President shall be entitled to the current level of fringe benefit package as all other administrative employees including the 457 Deferred Compensation contribution except as the Board of Trustees from time to time determines otherwise. The fringe benefit package provided to administrators who retire from the district shall also be available to the Superintendent/President as long as she meets the requirements for entitlement to those benefits.
8. **Extended Sick Leave.** Extended sick leave is a partially paid leave of absence granted by the District because of continuing disability due to personal illness, injury or accident, when regular sick leave has been exhausted. The Superintendent/President shall be eligible to use no more than one hundred (100) days of extended sick leave in any fiscal year or for any single disability. The Superintendent/President on extended sick leave shall be paid at the rate of fifty percent (50%) of the normal daily rate of pay.
9. **Holidays and Vacation.** The Superintendent/President shall serve as a full-time employee with a twelve-month work year, and shall be entitled to twenty four (24) working days annual vacation with pay, exclusive of holidays. Vacation days not used will be carried over to the succeeding fiscal year. It is further stipulated that a maximum of forty eight (48) vacation days may be accumulated at any one time. Upon termination of employment, the Superintendent/President shall be compensated for accumulated vacation days, up to the stated maximum of forty eight (48), at the current daily rate of pay.

The Superintendent/President shall receive the paid holidays defined in Education Code § 79020 as well as those days on which the District office is closed pursuant to the District's approved work year calendar.

10. **Personal Business and Administrative Leaves.** In addition to other leave as provided herein, the Superintendent/President shall be entitled to a maximum of two (2) paid days of personal business leave per year.
11. **Continuing Education Leave.** In addition to other leave as provided herein, the Superintendent/President shall be entitled to a maximum of seven (7) paid days of leave per year to participate in continuing education activities.
12. **Bereavement Leave.** Upon request, the Superintendent/President shall receive bereavement leave for four consecutive workdays, or five workdays if one-way travel beyond three hundred (300) miles is required, without loss of salary, for a death of an immediate family member. For purposes of this Paragraph, "immediate family member" is defined as the Superintendent/President's parents, step-parents, grandparents, children, step-children, grandchildren, siblings, mother or father in-law, sister or brother in-law.
13. **Expense Allowance.** In addition to the sum provided in Paragraph 3 above, the sum one thousand dollars (\$1,000) shall be paid monthly to the Superintendent/President for actual and necessary travel expenses, including mileage, incurred within the scope of employment traveling in California. The Superintendent/President shall not be required, as a condition of receiving the allowance or any portion thereof, to account for such travel expenses actually incurred.

This allowance shall be deemed full compensation for all personal and business expenses, including auto expenses, except that in addition to the "expense allowance" as provided herein, travel expense incurred in conducting the duties of the office and membership dues and/or registration fees incurred as a result of attendance at any professional conferences, workshops or meetings shall be fully reimbursed.

14. **Termination of Agreement.** The Agreement may be terminated before the Ending Date under any of the following circumstances:
  - A. **By Mutual Consent of the Parties.** Written notice shall be provided by each of the Parties signifying such consent, thirty (30) days prior to the effective date of the termination of the Agreement. All payments of future salary and benefits, under the Agreement, will cease on the effective date of the termination.

**B. By the Board, Without Cause.** The Board may terminate the Superintendent/President unilaterally, for any reason or no reason, at its sole discretion. In that event salary and benefits will continue to be paid to the Superintendent/President at the level and rate in effect on the date of the notice of such termination, and for a period of one year from such notice, or for the remainder of the term of the Agreement, whichever is less.

The parties hereto agree that the above payments, or any lump sum negotiated and mutually agreed to in lieu thereof, shall satisfy and extinguish all claims, rights, and causes of action of the Superintendent/President against the District, its officers, employees, and agents, arising under the terms of this Agreement, Board policies, administrative regulations of the District, and the laws of the State of California; and the above payments, or any Jump sum negotiated and mutually agreed to in lieu thereof, shall act as and be a complete release by Superintendent/President of any claim or cause of action against the District, its officers, employees, and agents, she does or could assert, and a waiver by her of any such claim or cause of action. Provided, however, that the Superintendent/President does not hereby waive, release or forfeit any rights as a tenured academic employee that she otherwise has under the California Education Code.

**C. By the Board, With Cause.** Cause shall include, without limitation, breach of this agreement, violation of District policies, failure to satisfactorily perform the duties of the position, abandonment of the position as determined by the Board, and/or any of the grounds enumerated in the California Education Code or otherwise permitted by law. If the Board seeks to terminate this Agreement for cause, the Board shall serve upon the Superintendent/President a written statement specifying the grounds for the termination. Prior to any final decision on termination by the Board, the Superintendent/President must be given an opportunity to be heard by the Board for an explanation (hereinafter, "conference" with the Board). Superintendent/President shall further have the right to have a representative at the conference with the Board. This conference with the Board shall be the Superintendent/President's exclusive right to any hearing otherwise required by law. Following this conference and by the next school day the Board shall vote in closed session on whether to terminate this agreement for cause. A vote to terminate for cause shall then and there terminate the employment of the Superintendent/President, who shall not be entitled to any compensation or other compensation or payment upon or after termination.

In accordance with the requirements of Government Code §§ 53260 and 53261 and notwithstanding anything contained herein to the contrary, the Parties hereby agree that regardless of the term of this Agreement, if the


Agreement is terminated, the maximum cash settlement that the Superintendent/President may receive shall be an amount equal to the monthly salary of the Superintendent/President multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the Agreement is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent/President multiplied by eighteen (18). The cash settlement formula described is a cap or maximum ceiling on the amounts that may be paid by the District to the Superintendent/President and shall not be construed as a target or example of the amount of the cash settlement to be paid by the District to the Superintendent/President in case of termination. The cash settlement specified shall not include any other non-cash items except health benefits, which may be continued for the same duration of time as covered in the settlement, pursuant to the same time limitations, or until the Superintendent/President finds other employment, whichever occurs first.

15. **Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. Venue shall be Santa Clara County, California.
16. **Arbitration of Disputes.** If there is any disagreement about the terms of this Agreement which the Superintendent/President and the Board cannot mutually resolve together, the Superintendent/President and the Board shall employ a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be identified, the Board and Superintendent/President shall mutually employ and obtain an arbitrator through the American Arbitration Association. The substance of the disagreement and the entire arbitration proceeding shall be confidential. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation. The arbitrator's conclusions shall be final and binding on all parties. Provided, however, there shall be no obligation to arbitrate prior to the Board exercising its rights under Section 14 of this agreement.
17. **Professional Liability.** The District agrees that it shall defend, hold harmless and indemnify the Superintendent/President from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent/President in as an officer, agent or employee of the District, provided the incident arose while the Superintendent/President was acting within the scope of employment; provided, however, that this indemnity and defense obligation shall not apply to actual or threatened criminal prosecutions of the Superintendent/President. The Board shall provide public liability insurance or its self insurance equivalent for the Superintendent/President to cover legal expenses in defense of claims and

payment of judgments resulting from functioning as Superintendent/President and will provide reimbursement for any portion of such expense and judgments not covered by insurance, to the same extent provided all other District employees. In no case will individual Board members be considered personally liable for indemnifying the Superintendent/President against such demands, claims, suits, actions and legal proceedings.

18. **Intellectual Property Rights.** The Superintendent/President understands and agrees that the District maintains and owns all intellectual property and associated rights in any ideas, materials or works, produced by the Superintendent/President, during paid work time, or for which District supplies and/or equipment were used by her and played a substantial role (hereinafter, "paid work product"). As owner of the paid work product the District shall have unlimited and unrestricted rights to reproduce, distribute, publicly display, transmit, and create derivative materials based thereon. The Superintendent/President shall maintain all rights of ownership in works produced on personal equipment, during personal time and outside of the workplace.
19. **Severability / Savings Provisions.** If any term of the Agreement shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Agreement shall continue in effect.
20. **Entire Agreement.** This Agreement contains the entire agreement between Kathleen Rose and Gavilan Joint Community College District respecting the matters stated herein. It constitutes the complete, final and exclusive embodiment of their agreement with respect to the entire subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to this subject matter. This Agreement may not be altered, amended or modified, except by another written agreement that specifically refers to this Agreement, duly executed by authorized representatives of each of the Parties. The terms of this Agreement are contractual and not a mere recital. This Agreement is executed without reliance upon any promise, warranty or representation by the Parties or any representative of the Parties other than those expressly contained in this Agreement and the Parties have carefully read this Agreement, and sign the same of their own free will.

BY: Laura A. Perry  
President, Board of Trustees



I hereby accept this offer of employment and agree to comply with the conditions hereof, and to fulfill all the duties of employment as Superintendent/President of the Gavilan Joint Community College District

Date of Acceptance 5/19/17

A handwritten signature in blue ink, appearing to read "Kathleen Rose", written over a horizontal line.

Dr. Kathleen Rose