

STATE CENTER COMMUNITY COLLEGE DISTRICT

INTERIM ADMINISTRATOR EMPLOYMENT AGREEMENT

INTERIM PRESIDENT OF FRESNO CITY COLLEGE

The State Center Community College District (“District”) and Kim Armstrong, (“Administrator”), hereby mutually agree to the following:

1. Employment:

The Governing Board of State Center Community College District hereby agrees to employ Administrator and Administrator hereby accepts employment as the Interim President of Fresno City College, upon the terms and conditions set forth below.

2. Terms:

District agrees to employ, and Administrator agrees to serve in the above interim position for the period beginning period beginning August 1, 2024, through June 30, 2025, or until such time as the position is filled permanently.

3. Duties and Responsibilities:

By signing this Agreement, the Administrator agrees to devote the Administrator’s time, skill, labor, and attention to performing faithfully all the duties assigned and execute all authority delegated to Administrator, pursuant to the laws, rules, regulations, administrative handbooks, policies, and procedures of the District. Administrator accepts all the responsibilities as specified in the job specifications for the position, other duties as the District shall specify, and all duties and responsibilities which may be delegated to the Administrator by the Chancellor.

4. General Terms and Conditions of Employment:

4.1 This Agreement is subject to all applicable laws of the State of California, rules and regulations of the Board of Governors of the California Community Colleges and the rules, regulations, policies, and procedures of the District, except that in the case of any conflict, the terms of the Agreement shall prevail unless prohibited by law.

4.2 District Board Policies and Administrative Regulations shall provide guidance, structure, and organization to the parties' employment relationship; to the extent those policies and procedures are not in conflict with this Agreement. The guidelines contained within the Board Policies and Administrative Regulations are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend, or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, any updates, changes, amendments, or deletions shall be effective at the time implemented.

4.3 The parties acknowledge that Administrator’s usual assignment is as the President of Clovis Community College. When this Interim assignment is completed, Administrator will return to that assignment.

5. Salary:

5.1 The salary of the Administrator shall be two hundred sixty-four thousand, five hundred eighty-five dollars (\$ 264,585.00) per year.

5.2 The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year or less than a full month of service.

5.3 Notwithstanding any other provision of this Agreement, District reserves the right to grant Administrator a salary increase at any time during the term of this Agreement. Such an adjustment shall not mean that the parties have entered into a new Agreement or extended the term of the existing Agreement.

6. Work Schedule:

Administrator is a full-time employee during the term of this Agreement and agrees to devote full-time efforts to the position, to provide competent services, and to follow all applicable laws, regulations, policies, procedures, and Board directions. The Board of Trustees will determine the work schedule but shall be, at a minimum, 40 hours per week of full and regular service to the District apart from vacations, District-approved holidays, and approved leaves. The Administrator understands and agrees that the demands of the position will require more than eight hours per day and 40 hours per week. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

7. Health and Welfare Benefits:

The Administrator shall be entitled to health, dental, and life insurance benefits normally provided to other full-time eligible administrators. The Board of Trustees may subsequently modify the benefits following Board Policies, Administrative Regulations, and state and federal law.

8. Auto Allowance:

The Administrator shall receive a monthly allowance of four hundred dollars (\$400.00) for all business miles traveled within the District's service area as full reimbursement for the Administrator's use of her own personal vehicle. However, the District will reimburse Administrator for travel outside the District's service area at the District's regular travel rate. The District may adjust the reimbursement amounts and vehicle eligibility criteria annually.

9. Fringe Benefits:

Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and job-related expenses as specified in the appropriate Board Policy, Administrative Procedure, and other policies, procedures, practices handbooks, and rules unless otherwise specified in this Agreement, and prorated for a period of less than a full year of service. The Board of Trustees may subsequently modify the benefits following Board Policies, Administrative Regulations, and state and federal law.

10. Professional Meetings and Activities:

The District will reimburse Administrator for all reasonable business, travel, and conference expenses incurred in the performance of the Administrator's duties in accordance with District policies and procedures. Administrator shall obtain prior approval from the Chancellor or designee to attend any function or meeting related to the Administrator's employment with the District. The District will pay reasonable and necessary expenses for Administrator to attend functions or meetings the Chancellor or designee approves. Administrator will not accept employment outside of the District without written prior approval from the Chancellor or designee. This includes, but is not limited to, teaching, consultant, speaking, independent contractor or any non-District connected activities for which he receives compensation. Administrator will follow Board Policies, Administrative Regulations, and applicable laws regarding Conflict of Interest and report any outside interests to the Board of Trustees.

11. Renewal:

11.1 Administrator understands that the position is a temporary interim position as defined by California Regulations Title 5, Section 53021 subdivision (b) and Education Code section 72411. Nothing in this paragraph shall prevent the Board from terminating this

Agreement for convenience and without cause. It may do so by providing the Administrator with 14 days' prior written notice of such termination and shall pay the Administrator the then-current salary for 14 days beyond the termination date, or until June 30, 2025, whichever is less. Termination without cause does not include termination upon the hiring of a permanent administrator in Administrator's position.

- 11.2 The parties may terminate this Agreement by mutual consent in writing at any time prior to the expiration of the term. Regardless of the term of this Agreement, if the parties terminate it by mutual agreement prior to the date on which the Agreement would have expired, the parties agree that there can be no settlement between them whereby District will pay Administrator more than the then-current salary for 14 days beyond the termination date, or until June 30, 2025, whichever is less. The intent of this provision is to satisfy the requirements of California Government Code sections 53260-53264, and the parties will interpret it consistent with those statutes.

The parties further agree that this sum of the maximum cash settlement identified in the preceding paragraph constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to the Administrator resulting from the Agreement's termination without cause. These liquidated damages represent the Administrator's sole and exclusive remedy for all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Interim President's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the Administrator will not be able to bring any action or proceeding of any nature against the District.

In exchange for and as a condition to receipt of the lump sum payment set out in this subparagraph, Administrator shall execute a release and waiver, in a form acceptable to the legal counsel for District, releasing District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination. If Administrator does not execute a release and waiver, no lump sum payment is required and termination shall be effective nonetheless.

- 11.3 Nothing in this Agreement prevents termination of Administrator for cause during the terms of this Agreement upon the breach of any term of this Agreement. If District determines that there is cause to warrant termination of this Agreement, it shall give Administrator written notices of the cause or causes. The Board of Trustees will not make a final decision until Administrator has an opportunity to meet with the Board in closed session and give reasons why it should not terminate the Agreement. The Board shall make the final decision regarding termination of the Agreement and shall provide the decision to Administrator in writing. The Board's decision shall be final.
- 11.4. This Agreement will terminate upon the hiring of a permanent administrator in Administrator's position; this Agreement shall terminate automatically at the end of the last business day prior to the start date of the new permanent administrator. No further notice to the Administrator will be required. The Administrator shall not be entitled to any sums pursuant to Paragraph 10.2 of this Agreement.

12. Savings Clause:

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

13. Non-Waiver:

Non-enforcement of, or exceptions made to any part of this Agreement shall not constitute a waiver of that provision of this Agreement in the future. The parties may only waive the provisions of this Agreement in writing as an amendment to this Agreement. Any such waiver will not constitute a waiver of any other part of this Agreement.

14. Entire Agreement:

This Agreement supersedes all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Administrator by the District and contains all the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that the other party has not made any representations, inducements, promises, or agreements, orally or otherwise, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

15. District Rules and Regulations:

This Agreement is the sole instrument governing the relationship between them, unless a provision of law, now or hereinafter enacted, is specifically applicable to this Agreement or to the employment relationship between the District and the Administrator.

16. Reimbursement to the District:


In accordance with the requirements of Government Code section 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 Administrator may receive from the District shall be fully reimbursed to the District within 30 days if the Administrator is convicted of a crime involving an abuse of his office or position.


17. Miscellaneous Provisions:

The parties cannot change this Agreement orally. The parties may only modify or supersede this Agreement with a written amendment executed by both parties. The parties agree to interpret this Agreement under the laws of the State of California.

KIM ARMSTRONG

**STATE CENTER COMMUNITY
COLLEGE DISTRICT**

By: 
Kim E. Armstrong (Aug 13, 2024 11:38 PDT)
Kim Armstrong, Ph.D.
Interim President of
Fresno City College

By: 
Carole Goldsmith, Ed.D.
Chancellor
State Center Community
College District

Date: Aug 13, 2024

Date: Aug 13, 2024

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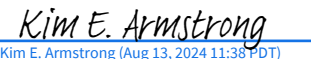
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