STATE CENTER COMMUNITY COLLEGE DISTRICT
EMPLOYMENT AGREEMENT

For

JERRY L. BUCKLEY, Ed.D.

This Employment Agreement is entered into effective **July 1, 2024,** between the State Center Community College District ("DISTRICT"), acting by and through its Chancellor ("Chancellor") and **Jerry L. Buckley, Ed.D.** ("EMPLOYEE"). The Parties agree as follows:

1. Employment.

Subject to the provisions of this Agreement, DISTRICT hereby hires and employs EMPLOYEE to serve as **President, Reedley College** of the DISTRICT. EMPLOYEE hereby accepts such employment and agrees to perform all duties of the position during the term of this Agreement.

2. Term.

Subject to the provisions of paragraphs 5 and 6, the term of this Agreement is for a three (3) year period commencing July 1, 2024 and ending June 30, 2027. The Board may elect not to renew this Agreement for any reason by providing written notice to the EMPLOYEE no later than December 31 of the last year of this Agreement or any extension in accordance with Education Code section 72411.

3. Salary.

Effective July 1, 2024, the DISTRICT shall pay EMPLOYEE a salary of Two Hundred Seventy-Nine Thousand Four Hundred Ten Dollars ($279,410.00) annually. EMPLOYEE's salary shall be payable in accordance with the DISTRICT'S standard payroll practices and procedures.

In reaching agreement upon these amounts, the Parties have taken into account factors including, but not limited to, EMPLOYEE's experience, any special training, education, or advanced-degrees which EMPLOYEE may possess, and EMPLOYEE's employment longevity with the DISTRICT, and said salary amount is inclusive of any and all consideration to be paid by the DISTRICT for such factors.

In the event that the DISTRICT implements salary reductions, furloughs, or any other form of salary or benefit reduction against administrators for the purpose of reducing DISTRICT expenditures or necessitated by reductions in the DISTRICT'S budget, such reductions shall similarly apply to the EMPLOYEE, notwithstanding any other provision of this Agreement.

DISTRICT reserves the right to grant EMPLOYEE a meritorious salary increase based upon job performance at any time during the term of this Agreement. No increase in EMPLOYEE's salary shall extend the term of this agreement.

4. Duties and Supervision.

Except as otherwise provided in Paragraph 13 below, EMPLOYEE shall perform the duties of President, Reedley College of the DISTRICT. The duties of this position shall be as prescribed under California law, DISTRICT policy, by the DISTRICT's Governing Board ("Board") and the Chancellor. All powers and duties shall be executed in accordance with DISTRICT policy and applicable law. EMPLOYEE shall report to and be supervised by the Chancellor.

5. Performance Evaluation.

a. The Chancellor shall evaluate EMPLOYEE's job performance at least once each year during the term of this Agreement. Except as otherwise provided herein, the evaluation shall be conducted in accordance with DISTRICT policy. The evaluation shall be in writing and be conducted and completed by June 30th of each year. The Chancellor shall have the right to adjust the evaluation time period at the Chancellor's discretion.

b. The Chancellor's failure to evaluate EMPLOYEE's job performance in accordance with this paragraph shall not constitute a breach of this Agreement and, notwithstanding Education Code section 72411, shall not extend the term of this Agreement, and will not preclude giving any notice called for in paragraphs 2 or 6. In no event shall the unexpired term of this Agreement exceed three (3) years.

6. Termination.

a. Termination for Cause. This Agreement may be terminated by the Governing Board for cause specified in the Education Code. In the event of termination for cause, the Board shall provide written notice to the EMPLOYEE detailing the grounds and evidence relied upon for termination no later than sixty (60) days prior to the effective date of termination. The notice shall also inform the EMPLOYEE of his right to appear before the Board, with or without legal counsel at his own expense, in closed session prior to the effective date of the termination to discuss the grounds for termination. The EMPLOYEE shall not have the right to an evidentiary hearing, or any other process beyond the above-written notice and opportunity to address

the Board in closed session. In all instances, this shall constitute the sole due process to which the employee is entitled, and the Board's decision to terminate for cause shall be binding and final.

b. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the DISTRICT and EMPLOYEE.

c. Unilateral Termination by EMPLOYEE. Notwithstanding any other provision of this Agreement, EMPLOYEE shall have the option to terminate this Agreement by providing the DISTRICT with a written notice of intent to terminate. This notice shall be provided no less than sixty (60) days prior to termination. EMPLOYEE and the DISTRICT may mutually agree, in writing, to a termination notice of less than sixty (60) days.

d. Unilateral Termination by the DISTRICT Without Cause. Notwithstanding any other provisions of this Agreement, the DISTRICT, at its sole discretion, shall have the option at any time of immediately terminating this Agreement for any reason or no reason. If the DISTRICT terminates this Agreement without cause, EMPLOYEE shall receive eighteen (18) months of salary as a cash settlement. However, if the unexpired term of this Agreement is less than eighteen (18) months, then the maximum cash settlement will be limited to the number of months left on the unexpired term of this Agreement. Payment of this buyout shall be on a monthly basis with all deductions as required by law. This cash settlement shall not include any non-cash items except that EMPLOYEE shall be entitled to DISTRICT-paid health benefits for the unexpired term of this Agreement not to exceed eighteen (18) months, or until EMPLOYEE finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of California Government Code sections 53260-53264, and shall be interpreted consistent with those statutes.

The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to EMPLOYEE resulting from the contract's termination without cause. These liquidated damages represent EMPLOYEE's sole and exclusive remedy for any and all damages, known or unknown, tort, contract, or otherwise, flowing from the termination of EMPLOYEE's employment with the District. The parties recognize that upon payment of the liquidated damages sum, EMPLOYEE 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 EMPLOYEE signing a Severance Agreement agreeable to both parties. 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 EMPLOYEE does not sign a Severance Agreement, EMPLOYEE will not receive any payment or benefits under this subparagraph and the termination of this Agreement without cause will be effective.

If the DISTRICT terminates this Agreement and believes, and subsequently confirms pursuant to an independent audit, that EMPLOYEE has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the DISTRICT shall not provide any cash or noncash settlement to EMPLOYEE.

7. No Permanent Status.

The Parties agree that EMPLOYEE shall not acquire tenure as an academic employee while employed as President, Reedley College of the DISTRICT. Nothing herein shall impair or affect any tenure rights previously gained by EMPLOYEE prior to the execution of this Agreement. If this Agreement is terminated without cause and EMPLOYEE returns to or otherwise continues employment with the DISTRICT in another position, severance payments made under paragraph 6(d) will be reduced by the amount of the wages paid to EMPLOYEE.

8. Hours of Work.

The EMPLOYEE shall render twelve (12) months of full and regular service to the DISTRICT with the exception of vacations, District-approved holidays, and approved leaves of absence. The Parties understand the demands of EMPLOYEE's position will require more than eight (8) hours a day and forty (40) hours per work week. EMPLOYEE is not entitled to overtime compensation.

9. Leaves of Absence (Vacation, Sick Leave, Other Leaves, Holidays, Jury Duty).

During the term of this Agreement, EMPLOYEE shall be entitled to vacation, sick leave, other leaves, and holidays to the same extent and subject to the same conditions as are specified from time to time for the DISTRICT's academic management employees, and as required by the Education Code or other applicable law. Vacation may accumulate up to a total cap of forty-eight (48) unused vacation days. Once EMPLOYEE has accrued forty-eight (48) vacation days, he is not entitled to accrue any additional vacation days until his balance falls below forty-eight (48) days. Upon termination or expiration of this Agreement, EMPLOYEE shall be entitled to compensation for all

unused accrued vacation at the rate of EMPLOYEE's then-present salary, up to the forty-eight (48) day cap.

10. Fringe Benefits.

EMPLOYEE shall be provided the following fringe benefits, to the same extent and subject to the same conditions as are specified from time to time for the DISTRICT's academic management employees:

a. Health insurance (medical and hospital) for EMPLOYEE and EMPLOYEE's eligible dependents.

b. Dental insurance for EMPLOYEE and EMPLOYEE's eligible dependents.

c. Long Term Disability Insurance income protection, for EMPLOYEE only.

d. Vision insurance for EMPLOYEE and EMPLOYEE's eligible dependents.

e. Level Term life insurance for EMPLOYEE and EMPLOYEE's eligible dependents.

f. Decreasing benefit life insurance for EMPLOYEE.

g. All other management fringe benefits in effect at the time of the execution of this Agreement or as amended by the DISTRICT from time-to-time.

11. Retirement Insurance Program.

If EMPLOYEE retires after age fifty (50), and prior to age sixty-five (65), and has served the DISTRICT for ten (10) consecutive years prior to retirement, the DISTRICT will contribute eighty percent (80%) of the DISTRICT's normal contribution for active employees' health coverage, up to a maximum of $2,400 per year. This benefit will cease upon EMPLOYEE reaching age sixty-five (65). Upon EMPLOYEE's death after retirement, EMPLOYEE's surviving spouse shall not be eligible for this benefit.

Should EMPLOYEE have retired and have served the DISTRICT for a minimum of fifteen (15) consecutive years immediately prior to retiring, the DISTRICT shall contribute a maximum of two hundred thirteen dollars and thirty-two cents ($213.32) per month toward the health insurance supplement to Medicare, or the cost of the health insurance supplement to Medicare, whichever is less, until EMPLOYEE reaches age seventy (70). Upon death of EMPLOYEE, surviving spouse shall not be eligible for any benefit contribution. EMPLOYEE shall be eligible to receive the DISTRICT contribution toward the designated retiree health care supplement as mutually determined by the Parties. To be eligible for this benefit, EMPLOYEE shall have attained the age of sixty-five (65).

Coverage shall continue until age seventy (70). Upon death of EMPLOYEE, surviving spouse shall not be eligible for any benefit contribution.

To be eligible for this option, EMPLOYEE must have attained age fifty-five (55), and have served the DISTRICT a minimum of ten (10) years. Should EMPLOYEE retire early (prior to age 65), and wish to continue coverage under the DISTRICT's health insurance program, the DISTRICT will contribute a maximum of seventy percent (70%) of the DISTRICT's contribution to the premium of the health insurance program. This benefit terminates when EMPLOYEE reaches age sixty-five (65) at which point EMPLOYEE shall no longer be eligible to receive a DISTRICT contribution toward the health insurance premium. EMPLOYEE and EMPLOYEE's spouse may continue to participate in the DISTRICT health insurance program at their own expense.

12. Reimbursement for Expenses.

EMPLOYEE shall be entitled to reimbursement for all documented, actual, and necessary expenses incurred, including mileage for travel outside the District service area, per AR 7400, as a result of performance of EMPLOYEE's job duties in accordance with the DISTRICT's policies for administrators (as those policies may be amended from time to time).

In addition, EMPLOYEE will receive a monthly allowance of Four Hundred Dollars ($400.00) for all business miles traveled within the District service area as full reimbursement for the use of EMPLOYEE's personal vehicle. It is understood that reimbursement amounts paid under the vehicle reimbursement program shall constitute full reimbursement for any personal vehicle use for DISTRICT business.

13. Transfer and Reassignment to Other Duties.

For the convenience of the DISTRICT, the Chancellor may at any time transfer EMPLOYEE and reassign EMPLOYEE to such other duties within the DISTRICT as the Chancellor may determine. Such transfer and reassignment shall not alter EMPLOYEE's title as President, Reedley College of the DISTRICT nor shall it result in a reduction in EMPLOYEE's salary or fringe benefits.

14. General Provisions.

a. Entire Agreement; Counterparts. This Agreement contains the entire agreement of the Parties. No other agreement, statement, promise, or understanding occurring on or before the effective date of this Agreement will be binding on the Parties. This Agreement may be executed in

counterparts and each counterpart, including copies and faxes, shall be valid as an original.

b. Amendment to Agreement. This Agreement may not be amended except by a written agreement signed by both the DISTRICT and EMPLOYEE.

c. Governing Law and 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 also agree that, in the event of litigation, venue shall be the appropriate state or federal court located in Fresno County, California.

d. Severability. If any term or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

e. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

f. DISTRICT Rules and Regulations. The Parties expressly agree that the DISTRICT's policies, rules, and practices shall be applicable to EMPLOYEE and shall govern the employment relationship between EMPLOYEE and the DISTRICT, except as otherwise set forth in this Agreement.

g. Successors and Assigns. This Agreement shall be binding upon the heirs, administrators, executors, and assigns of EMPLOYEE. This Agreement shall also bind any successors and assigns of the DISTRICT.

h. Termination of All Prior Agreements. By entering into this Agreement, the Parties shall be deemed to have voluntarily consented to the termination of all prior employment and related agreements between them.

i. No Assignment. This is an Agreement for personal services, and EMPLOYEE may not assign or transfer any rights granted or obligations assumed under this Agreement.

j. Board Approval. The Parties recognize that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board.

k. 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.

STATE CENTER COMMUNITY COLLEGE DISTRICT

Dr. Carole S. Goldsmith, Ed.D.
Chancellor

Dated: Aug 13, 2024

EMPLOYEE

Jerry Buckley (Aug 13, 2024 12:08 PDT)

Dr. Jerry L. Buckley, Ed.D.
President, Reedley College

Dated: Aug 13, 2024