



**EMPLOYMENT AGREEMENT  
PRESIDENT & CHIEF EXECUTIVE OFFICER**

This Employment Agreement (the "Agreement") is made and entered into on July 20, 2020, by and between the Board of Trustees of the California Online Community College District/Calbright (referred to as either the "Calbright" or the "Board", as appropriate) and Ajita Talwalker Menon (the "Employee"). The Parties mutually agree to the following:

1. **EMPLOYMENT.** The Board employs Employee as President and Chief Executive Officer (the "Position") for the term beginning August 1, 2020, through and including July 31, 2023, upon execution of this Agreement and completion of all legal requirements. Employee shall be an administrator as defined in the Education Code. Employee shall be required to render twelve (12) months of full and regular service to Calbright during each year of this Agreement.
2. **DUTIES.** Employee shall perform duties as required by law, rules, policies, and procedures; as described in the job announcement on file for the Position or in any subsequent description prepared by the Office of Human Resources; and/or as assigned by the Board. In addition to the duties and responsibilities enumerated in the job description, Employee shall serve as Calbright's primary liaison agent with government and community civic organizations, public service occasions, and social events. Employee shall perform such duties and responsibilities at a professional level of competence and with due diligence.
3. **COMPENSATION.** Employee shall be compensated at the rate of Two Hundred Eighty Five Thousand Dollars (\$285,000), less applicable state and federal taxes, per year. Any adjustments in salary during the term of this Agreement must be mutually agreed to in writing, shall take the form of a written amendment hereto, shall be approved by the Board, and shall not operate as a termination or extension of the term of this Agreement.

Beginning on August 1, 2021, Employee's salary shall be increased by the amount equal to the actual funded cost-of-living adjustment ("COLA") for California Community Colleges, as funded by the Enacted Budgets on or around June of each prior year. This COLA shall apply prospectively to the Employee's salary on August 1 of 2021 and 2022, respectively.

Consistent with Section 10 (Performance Evaluations) of this Agreement, the Board shall set specific, written performance goals and objectives to be met by the Employee for the following year. Consistent with Section 10, the Board shall conduct an evaluation of Employee, and should Employee obtain a satisfactory performance evaluation in addition to meeting her performance goals and objectives, then Employee shall be entitled to a maximum annual bonus of Ten Thousand Dollars (\$10,000).





4. **ALLOWANCES.** In addition to the salary set forth above, Employee is entitled to the following allowances:
  - a. **Reimbursement For Other Actual Approved Expenses.** Calbright agrees to reimburse Employee for actual and necessary expenses incurred by Employee in the performance of Employee's duties, outside of normal commute, including travel expenses incurred in attending conventions and conferences approved by the Board President and in the performance of other duties for Calbright when approved by the Board President.
5. **VACATION LEAVE.** During the term of this Agreement, Employee shall accrue vacation at the rate of 1.75 days (equivalent to 14 hours) per month for each full month of employment and use it in accordance with the terms and conditions as approved by the Board. Said vacation may be taken only at times that are convenient to the operation of Calbright, as approved by the Board President.
6. **SICK LEAVE.** During the term of this Agreement, Employee shall receive twelve (12) days (equivalent to 96 hours) of sick leave at the beginning of each fiscal year or prorated accordingly. Employee shall use sick leave in accordance with the terms and conditions as approved by the Board. Upon termination of employment, unused sick leave will have no cash value to Employee, other than its use as potential service credit with the Public Employees Retirement System or the State Teachers Retirement System as may be allowed by law. Employee shall be entitled to any increase in this sick leave allowance as may be granted from time to time to all other management employees.
7. **PAID HOLIDAYS AND OTHER LEAVES.** Employee shall be entitled to all paid holidays granted by Calbright during the term of this Agreement to all other management employees, and those other holidays which might be required by the California Education Code. Employee shall be entitled to such other leaves of absence granted by the Education Code, Calbright Rules and Regulations, or offered from time to time to all other management employees.
8. **BENEFITS.** Calbright shall provide to Employee all health and welfare benefits for which Employee is eligible, and shall have the premiums for such plans paid by Calbright up to the employer contribution limit set for all other administrative and/or management employees of Calbright. Employee shall also be eligible for additional benefits, if offered, such as the Employee Assistance Program, Flexible Spending Accounts, Tuition Reimbursement and Voluntary Life insurance, optional tax-deferred 403(b) and 457 retirement plans. Calbright shall also provide a 1:1 match of Employee's contribution into either a 403(b) or 457(b), but not both, capped at the IRS contribution limits for an employee. These benefits will initially be offered via the





Foundation for California Community Colleges as Employee's employer of record. Upon Calbright's adoption of health and welfare benefits plans for its employees, Calbright shall provide Employee with the Benefits described herein. Benefits are effective first of the month following thirty (30) days of employment. It is agreed and understood that these benefits may be amended and modified in their entirety from time to time as determined by the Board.

9. **RETIREMENT.** Employee acknowledges that the Position is covered by either the California State Teachers' Retirement System (CalSTRS) or California Public Employee's Retirement System (CalPERS), and that Employee will be required to participate in this program with the requisite employee contribution rate. The Employee will be offered participation into CalPERS via the Foundation for California Community Colleges on behalf of Calbright, and Employee shall pay the requisite employee contribution as required by CalPERS. This arrangement of participation in CalPERS via the Foundation for California Community Colleges will be temporary until Calbright can directly contract with CalPERS as an employer.
10. **PERFORMANCE EVALUATIONS.** Consistent with Board Policy and Administrative Procedure 2435, Employee shall meet with the Board and/or Board President annually, by August 31, to establish in writing the Chief Executive Officer's performance goals and objectives for the following year. The Board shall conduct an evaluation of the Chief Executive Officer at least annually which shall be completed by August 31. Compliance with this Section by the Board shall not be a condition precedent to the right of Calbright to terminate and/or not renew this Agreement, and the failure to timely evaluate Employee shall not constitute a basis to challenge termination or the decision not to renew this Agreement. The Board reserves the right to conduct additional evaluations if necessary, and create or amend policies and administrative procedures with regard to Employee's evaluation process.
11. **PROFESSIONAL/EDUCATIONAL GROWTH AND ACTIVITIES.** Calbright encourages Employee to participate in professional and educational growth opportunities and training. To that end, the Chief Executive Officer and Board President shall mutually agree on professional and/or educational growth activities for the employee that Calbright shall fund during the term of this Agreement. Employee shall devote her full time, attention and energy to the performance of her duties and responsibilities as the President and Chief Executive Officer of Calbright.
12. **RENEWAL.** If the Board decides not to renew this Agreement upon the expiration of its term, the Board will provide Employee written notice of its decision at least ninety (90) days prior to the expiration of this Agreement. By entering into this Agreement, Employee waives any longer notice period provided under Education Code Section 72411(b). If the Board fails to provide the required notice and does not reemploy Employee by amendment or agreement upon expiration of this Agreement, the





Employee shall be deemed reemployed by Calbright for a period of one year, from the expiration date of the current Agreement, with all other terms and conditions remaining unchanged.

13. **TERMINATION OF AGREEMENT.** Employee serves in the Position at the pleasure (at-will) of Calbright. This Agreement may be terminated in accordance with the following:

- a. Mutual Consent. Employee and Calbright may agree, in writing, to terminate this Agreement by mutual consent.
- b. Termination by Employee. Employee may terminate Employee's obligations under this Agreement by providing no less than sixty (60) days' written notice to the President of the Board.
- c. Termination for Cause. This Agreement may be terminated for cause if Employee has materially breached the terms of this Agreement, has neglected to perform the duties under it, or committed an act specified in Education Code Section 87732. Prior to termination on this basis, Employee shall be entitled to a pre-disciplinary letter outlining the charges and evidence to support the dismissal. Employee shall have an opportunity to address the Board or a designee selected by the Board to render an advisory decision to the Board. This opportunity to be heard shall be provided within thirty (30) business days after being served with the pre-disciplinary letter. The decision of the Board shall be final.
- d. Termination without Cause. Notwithstanding any other provision of this Agreement, the Board, or its designee, shall have the option to terminate this Agreement by providing Employee with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, Employee shall receive, provided that Employee signs a separation agreement satisfactory to Calbright within ten (10) business days of receipt of the Notice of termination, (a) an amount equivalent to twelve (12) months of salary, or (b) an amount equal to the salary remaining under the Agreement, whichever is less. If Employee does not sign a separation agreement acceptable to Calbright, no payment shall be made under this section.

Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Employee has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate Employee and Employee shall not be entitled to the cash, salary payments, bonuses, health benefits, or other non-cash settlement as set forth above. The provisions of Government Code section





53260 are incorporated into this Agreement by this reference. The intent of this provision is to satisfy the requirements of California Government Code sections 53260 through 53264, and shall be interpreted consistent with those statutes.

14. **SEVERABILITY.** 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 and subsisting except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
15. **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.
16. **MODIFICATION.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by mutual, written agreement, executed by both the parties and approved by the Board.
17. **ASSIGNMENT.** The performance of Calbright's obligations under this Agreement may be assigned all or in part to the Foundation for California Community Colleges.
18. **APPLICABLE LAW, RULES AND REGULATIONS.** 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 and policies of Calbright, all of which are made a part of the terms and conditions of this Agreement as though set forth herein. This Agreement shall prevail over any conflicting Calbright rules, regulations, policies or procedures.
19. **VENUE.** The Parties agree that in the event of litigation, venue shall be the proper state or federal court serving Sacramento County, State of California.
20. **ENTIRE AGREEMENT.** This agreement contains the entire agreement and understanding between the parties. There is no oral understanding, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally.

SIGNATURES SHALL BE SET FORTH ON THE FOLLOWING PAGE.





**CALIFORNIA ONLINE COMMUNITY COLLEGE DISTRICT/CALBRIGHT**

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**Thomas Epstein, President  
Board of Trustees**

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**Date**

**ACCEPTANCE OF EMPLOYMENT AGREEMENT**

I have reviewed this Employment Agreement and I accept this Employment Agreement and the terms and conditions of that employment. I have not agreed to employment and/or contracted for employment with the governing board of any other school district or community college district which will, in any way, conflict with my duties in this position.

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**Ajita Menon**

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**Date**

800-4/4733772.1

