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Human Resources Office

**EMPLOYMENT CONTRACT BETWEEN**

**MARY A.Y. OKADA  
AND THE  
BOARD OF TRUSTEES  
OF THE  
GUAM COMMUNITY COLLEGE**

This Employment Contract is made and entered into this 17th day of May, 2007 by and between the Board of Trustees of the Guam Community College (hereinafter referred to as the BOARD), whose mailing address is P.O. Box 23069, Barrigada, Guam 96921, and Mary A.Y. Okada (hereinafter referred to as the PRESIDENT), whose mailing address is P.O. Box 3566, Hagatna, Guam 96932.

WHEREAS, BOARD desires to provide the PRESIDENT with a written employment contract in order to enhance administrative stability and continuity within the college, which the BOARD believes generally improves the quality of its overall educational program; and whereas, the BOARD and the PRESIDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their governance and management functions in the overall operations of the Guam Community College, hereinafter referred to as the COLLEGE.

NOW THEREFORE, the BOARD and the PRESIDENT, for the consideration herein specified, agree as follows:

**I. TERM**

**A. General Term**

The BOARD, in consideration of promises herein contained, employs the PRESIDENT, and the PRESIDENT hereby accepts employment as the College President for a term commencing June 16, 2007, and ending June 15, 2010.

**B. Renewal of Agreement**

Unless notice is given by either party of nonrenewal on or before January 2, 2010, this contract is renewed for a second three-year term from June 16, 2010 to June 15, 2013. Thereafter, this agreement is renewed for a third three-year term unless the BOARD provides notice of nonrenewal on or before January 2, 2012.

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## II. DUTIES AND RESPONSIBILITIES

The PRESIDENT, shall serve as the Chief Executive Officer of the COLLEGE and shall have full charge and control, not in conflict with the policy making authority of the BOARD, of the administration and business affairs of the College, including but not limited to the following powers (17 GCA § 31110):

- A. PRESIDENT shall see that all rules and regulations of the College are enforced; and
- B. PRESIDENT shall attend all meetings of the BOARD and submit a general report of the affairs of the College, and serve as the BOARD'S Executive Secretary; and
- C. PRESIDENT shall keep the BOARD advised as to the needs of the College; and
- D. PRESIDENT shall devote her entire time to the business of the College, to select and appoint the employees of the College except as otherwise provided by Title 17 GCA Chapter 31, and to plan, organize, coordinate and control the services of such employees in the exercise of the power of the College under the general direction of the BOARD; and
- E. PRESIDENT shall cause to be submitted to the Governor and the Legislature one hundred twenty (120) days from the end of each fiscal year a report describing the condition and progress of vocational-technical education during the year including a financial report showing the result of operations for the preceding fiscal year and financial status of the College on the last day thereof. The report shall be made in the manner provided by the BOARD; and
- F. PRESIDENT shall perform such other additional duties as the BOARD may require.

## III. COMPENSATION

A. **Salary.** BOARD shall pay the PRESIDENT an initial base annual salary rate of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (USD\$115,000.00). This annual salary shall be paid to the PRESIDENT in 26 bi-weekly installments. Subject to availability of funds and BOARD approval, the BOARD may, in its sole discretion, provide a salary adjustment to increase the initial base annual salary or any adjusted base annual salary if the PRESIDENT's annual written performance evaluation is satisfactory or better. The BOARD's annual review regarding salary adjustments shall be consistent with salary adjustments of the College's Academic Personnel and the CUPA Studies (College and University Professional Association).

B. **Withholding.** BOARD shall have the right to deduct or withhold from the compensation due to PRESIDENT hereunder any and all sums required for territorial taxes and assessments now applicable or that may be enacted and become applicable in the future.

#### IV. BENEFITS

- A. PRESIDENT shall be entitled to all benefits applicable to full-time classified administrative employees as are incident to their employment relationship with the College including, but not limited to, annual and sick leave and retirement program and all other benefits provide to the government of Guam and College employees as stipulated in Titles 4 and 17 of the Guam Code Annotated; and
- B. PRESIDENT shall be entitled to enroll in the College medical and dental insurance plans on the same terms and conditions as are afforded to other College employees; and
- C. PRESIDENT shall be entitled to enroll in the College life insurance plan on the same terms and conditions as are afforded to other College employees; and
- D. PRESIDENT shall be provided a communication device and services (i.e. cell phone and cell phone services) which shall be paid by the College; and
- E. PRESIDENT shall use her personal vehicle for business use and the College shall provide a gas allowance, in the form of a gas card, not to exceed Three Thousand Nine Hundred Dollars (\$3,900.00) per year; and
- F. Subject to later BOARD review and approval, which shall not be unreasonably withheld, PRESIDENT shall be entitled to attend regular professional and career development training programs, at least annually, that are conducted by nationally recognized institutions or programs.

#### V. PERFORMANCE STANDARDS

PRESIDENT's performance of her duties and responsibilities hereunder shall, at all times, be rendered to BOARD's reasonable satisfaction. PRESIDENT expressly agrees that BOARD shall be the sole judge as to whether the services of PRESIDENT are satisfactory. BOARD reserves the right to amend the PRESIDENT's performance standards, which shall include, without limitation, the following:

**Goal 1:**

Fulfill the duties and responsibilities set forth in Section "II," above.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The Board of Trustees shall use these reports and a survey of students, faculty, administrators and staff as the basis to evaluate the college president's performance on an annual basis.

**Goal 2:**

Increase vocational opportunities for students based on labor statistics, institutional statistics, and dialog with and recommendations from program advisory committees and the Civilian Military Task Force on Education.

**Success Criterion:**

This goal will be reached when programs meet the needs of the community as measured by documented need, identification of sufficient resources to sustain the programs, and students enrolled in such programs.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The Board of Trustees shall use these reports and a survey of students, faculty, administrators and staff as the basis to evaluate the college president's performance on an annual basis.

**Goal 3:**

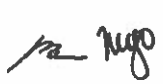
Develop strategies to encourage enrollment growth in conversation with the Academic Vice President and Deans.

**Success Criterion:**

This goal will be reached when strategies are documented in the Institutional Master Plan (ISMP), School of Technology and Student Services, and when enrollment numbers adequately increase.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The Board of Trustees shall use these reports and a survey of students, faculty, administrators and staff as the basis to evaluate the college president's performance on an annual basis.



**Goal 4:**

Coordinate an institutional planning event to develop a vision statement and general goals for the College that will be included in the ISMP and will set the agenda for the rest of the college.

**Success Criterion:**

This goal will be reached when the ISMP includes a vision statement and general goals for the College.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The Board of Trustees shall use these reports and a survey of students, faculty, administrators and staff as the basis to evaluate the college president's performance on an annual basis.

**Goal 5:**

Develop a plan to increase and diversify financial resources for college operations.

**Success Criterion:**

This goal will be reached when specific initiatives are documented in the ISMP and the diversification is reported as an outcome in the ISMP.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The Board of Trustees shall use these reports and a survey of students, faculty, administrators and staff as the basis to evaluate the college president's performance on an annual basis.

**Goal 6:**

Increase fundraising activities.

**Success Criterion:**

This goal will be reached when the Fundraising position is filled, an aggressive plan has been developed, and fundraising activities increase and result in adequate additional resources for the College and the GCC Foundation.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The



Board of Trustees shall use these reports and a survey of students, faculty, administrators and staff as the basis to evaluate the college president's performance on an annual basis.

**Goal 7:**

Maintain current accreditation status with the Accrediting Commission for Community and Junior Colleges, ACCJC.

**Success Criterion:**

This goal will be reached when all required reports are filed on time by the College's Accreditation Liaison Officer (ALO), dues are paid, training sessions are attended, all standards are met, and current accreditation status is maintained.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The Board of Trustees shall use these reports and a survey of students, faculty, administrators and staff as the basis to evaluate the college president's performance on an annual basis.

**Goal 8:**

Provide educational leadership in the following ways:

- Promote/support professional and staff development for college employees
- Provide leadership in program and service evaluation
- Collaborate in developing and implementing educational policy

**Success Criterion:**

This goal will be reached when assessment practices are being followed, educational policies are regularly reviewed by the various committees of the Faculty Senate, and faculty, staff, and administrators are participating in development activities as reported by professional development committee reports.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The Board of Trustees shall use these reports and a survey of students, faculty, administrators and staff as the basis to evaluate the college president's performance on an annual basis.

**Goal 9:**

Provide effective administrative management in the following ways:

- Effectively delegate authority and responsibility
- Promote professional growth for college employees
- Develop leadership skills for administrators, faculty, and staff
- Promote effective employee relations

**Success Criterion:**

This goal will be reached when survey results are positive, professional development activities are regularly reported, other administrators are demonstrating leadership skills (as reported in the various administrator surveys), union contracts are routinely followed, grievances are minimal, and dialog is regularly practiced.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The Board of Trustees shall use these reports and a survey of students, faculty, administrators and staff as the basis to evaluate the college president's performance on an annual basis.

**Goal 10:**

Enhance Community relationships in the following ways:

- Work effectively with leaders in K-12, university administrators, government officials, and other community organizations
- Ensure college involvement in appropriate civic and community initiatives
- Attend, as appropriate, all College activities and events
- Regularly appear before and make presentations to civic groups, at conferences, and before businesses and government meetings.
- Arrange for appropriate representation of the College on various boards and commissions.

**Success Criterion:**

This goal will be reached when targeted survey results indicate an improved public image.

**Evaluation Methodology:**

The President will document progress toward this goal with each month's written report to the Board of Trustees, as well as a year-end performance report. The Board of Trustees shall use these reports and a survey of students, faculty,





administrators and staff as the basis to evaluate the college president's performance on an annual basis.

## VI. REINSTATEMENT RIGHTS

PRESIDENT shall be offered a position with the College upon termination of this agreement, provided such termination is not for cause or due to PRESIDENT's physical or mental disability or death. Said position and salary shall be commensurate with the employee's qualifications and then-existing position vacancies at the College.

## VII. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- A. Mutual agreement of the parties; or
- B. Retirement of PRESIDENT; or
- C. Removal for cause.

Conduct including but not limited to, neglect of duty, or breach of contract which is seriously prejudicial to the College or the BOARD shall be cause for discharge. BOARD reserves the right to terminate this agreement if PRESIDENT: (1) willfully breaches or habitually neglects the duties which she is required to perform under the terms of this agreement; or (2) commits acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude which, in the BOARD's sole discretion, would prevent the effective performance of her duties. Notice of cause for discharge shall be given in writing which shall specify the ground(s) for the removal and shall be supported by a statement of all relevant facts. PRESIDENT shall be entitled to appear before the BOARD to discuss such case(s). If PRESIDENT chooses to be accompanied by legal counsel at such meeting, then she shall bear any and all fees and/or costs involved, including without limitation attorney's fees. Such meeting shall be conducted in closed, executive session unless specifically prohibited by law. The BOARD shall provide to PRESIDENT a written decision describing the result of the meeting. This agreement shall be terminated upon the death of PRESIDENT. BOARD reserves the right to terminate this agreement not less than two (2) months after PRESIDENT suffers any physical or mental disability that, in the BOARD's sole discretion, would prevent the performance of her duties under this agreement. Such termination shall be affected by giving thirty (30) days' written notice of termination to PRESIDENT. If PRESIDENT is removed for any of the reasons stated in this paragraph, then such removal shall be considered "for cause" for the purposes of this agreement and for the purposes of 17 GCA § 31113.1(b).



In the event that this agreement is terminated prior to the completion of the term of employment specified herein, PRESIDENT shall be entitled to the compensation earned by and vested in her as provided for in this agreement, computed *pro rata* up to and including that date. PRESIDENT shall be entitled to no further compensation after the date of termination.

#### VIII. SAVINGS CLAUSE

If, during the term of this contract any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

#### IX. SURRENDER OF RECORDS ON TERMINATION OF EMPLOYMENT

PRESIDENT agrees that upon termination of her employment for any cause whatsoever, PRESIDENT shall surrender to the BOARD in good condition any record or records kept by PRESIDENT belonging to the College.


#### X. ATTORNEY'S FEES AND COSTS

If any action is commenced in a court of competent jurisdiction to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

#### XI. GENERAL PROVISIONS

A. **Notices.** Any notices to be given by either party to the other shall be in writing and may be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

B. **Entire Agreement.** This agreement supersedes any all other agreements, either oral or in writing, between the parties hereto with respect to the employment of PRESIDENT by BOARD, and contains all of the covenants and agreements between the parties regarding that employment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are



not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

C. **Modifications.** Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

D. **Effect of Waiver.** The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

E. **Law Governing Agreement.** This agreement shall be governed by and construed in accordance with the laws of Guam.

F. **Sums Due Deceased President.** If PRESIDENT dies prior to the expiration of the term of her employment, any sums that may be due to her from BOARD under this agreement as of the date of death shall be paid to PRESIDENT's executor, administrator, heirs, personal representative, successor, or assign.

G. During the term of this Agreement, PRESIDENT shall not, directly or indirectly, own, manage, operate, join, control, be employed by, or participate in the ownership, management, operation, or control, of, or be connected in any manner with, any business that competes in any way whatsoever with the business of the College.

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**EMPLOYMENT CONTRACT**  
**May 17, 2007**

IN WITNESS WHEREOF, the BOARD has caused this Employment Contract to be approved in its behalf by a duly authorized officer and the PRESIDENT has approved this Employment Contract effective May 17, 2007.

PRESIDENT

BOARD OF TRUSTEES  
OF THE  
GUAM COMMUNITY COLLEGE


  
\_\_\_\_\_  
MARY A. YOKADA

  
\_\_\_\_\_  
GINA Y. RAMOS, Chairperson

APPROVED AS TO FORM:

CERTIFICATION OF FUNDS:

*for*   
\_\_\_\_\_  
CESAR C. CABOT, Esq.  
Legal Counsel

  
\_\_\_\_\_  
ROBERT L. EPSTEIN  
Controller *L. He*