

EMPLOYMENT AGREEMENT

FOR

DR. SONYA CHRISTIAN, PRESIDENT OF BAKERSFIELD COLLEGE

KERN COMMUNITY COLLEGE DISTRICT

This Agreement is made effective the 1st day of July, 2015, by and between the Governing Board of the Kern Community College District ("District" or "Board") and Dr. Sonya Christian ("Dr. Christian" or "President").

1. Term. The District hereby employs President for a term of three years beginning July 1, 2015, and terminating on June 30, 2018, subject to the terms and conditions set forth below.
2. Salary. The President's base salary shall be payable in approximately twelve (12) equal monthly installments. To calculate the President's daily rate of pay, the parties agree that the annual base salary shall be divided by two hundred and twenty-three (223) work days.
 - a. The salary for the 2015-2016 fiscal year shall be \$196,060.03.
 - b. The salary for the 2016-2017 fiscal year shall be \$205,520.06.
 - c. The salary for the 2017-2018 fiscal year shall be 2.5% or CPI-CA whichever is higher.
3. Health and Welfare Benefits. The President shall be entitled to the same health and welfare benefits provided to other management employees of the District as such benefits may change from time-to-time.
4. Sick Leave. The President shall, during the term of this Agreement, accrue one (1) day of sick leave with pay for each full month of service rendered. The President shall not be entitled to use sick leave in advance of accrual or in excess of the number of days actually earned. Unused sick leave may be credited for retirement purposes as authorized by the California State Teachers Retirement System (CalSTRS) and applicable law.
5. Vacation. The President shall earn two (2) days of vacation for each full month of service rendered. Vacation days may be accumulated from year-to-year but in no event will more than sixty (60) vacation days or up to four hundred and eighty (480) vacation hours paid for at the expiration of this agreement or accumulated at any one time. Vacation must be scheduled at a time convenient to the operations of the District. Upon termination of this Agreement for any reason, accrued but unused vacation, if any, will be paid at the President's then current

daily/hourly rate.

6. Management Hours. It is understood by the President and the District that the demands of the position of President will require working more than eight (8) hours a day and/or forty (40) hours per workweek. The President is not entitled to receive overtime compensation for hours worked in excess of eight (8) per day or forty (40) per week.

7. President's Duties and Responsibilities.

a. General Rules. President is hereby employed as the College President and shall satisfactorily perform the duties of College President as prescribed by the laws of the State of California, the District's job description for President and assignment(s) made by the District Chancellor and/or Board of Trustees. The President shall use the President's best efforts and shall devote all time necessary to perform such duties.

b. Personnel Matter. President shall have primary responsibility in making recommendations to the Chancellor regarding all personnel matters related to the College including employment, assignment, transfer and dismissal of employees.

c. Administrative Functions. The President, as the chief executive officer of the College, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the District Chancellor; (2) periodically evaluate or cause to be evaluated all College employees; (3) advise the Chancellor of sources of funds that might be available to implement present or contemplated College/District programs; (4) endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (5) establish and maintain positive community, staff, Chancellor and Board relations; (6) serve as liaison to the Chancellor with respect to all matters of employer-employee relations and make recommendations concerning those matters; (7) recommend to the Chancellor College goals and objectives; (8) unless unavoidably detained, attend all regular and special session meetings of the Board.

8. Evaluation.

a. Annual Evaluation. The Chancellor shall evaluate the President in writing at least once each year. The evaluation shall be based upon the requirements of this Agreement, established goals and objectives, the

President's job description, and any other criteria agreeable to the parties. As part of the evaluation process, the President will provide the Chancellor with an annual report regarding the State of the College. The President's evaluation shall be completed no later than June 30 each year.

- b. Chancellor/President Review. The Chancellor shall meet with and provide a copy of the evaluation report to the President before such document(s) are submitted for inclusion in the President's permanent personnel file. Based upon findings specified in the evaluation report, the President, in collaboration with the Chancellor, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan will be included as an addendum to the evaluation report. If a jointly prepared action plan cannot be agreed upon, the Chancellor in his/her sole discretion shall issue the action plan. The President and the Chancellor shall sign the evaluation report and action plan. The President shall have ten (10) days from receipt of any evaluation to respond in writing to the evaluation. Evaluations and action plans relating to the President and any written comments in response shall be placed in the President's permanent personnel file.
 - c. Annual Goals. Each year following completion of the evaluation process, the Chancellor and the President shall mutually establish goals and objectives for the succeeding July 1 through June 30 period of time.
 - d. Evaluation Rating. At the conclusion of each evaluation, the Chancellor shall determine, in writing, on the President's written evaluation report whether or not the evaluation is deemed to be "satisfactory" so that an affirmative decision is made regarding the President's entitlement to a salary increase.
9. Expense Allowance. The District shall reimburse the President for documented actual and necessary expenses incurred within the scope of the President's employment (e.g., lodging, meals, parking, tolls, hotels, etc.). For reimbursement, the President shall submit an expense claim in writing supported by appropriate written documentation. Reimbursement shall only be allowed for expenses permitted by District policy or incurred with prior approval of the Chancellor and not otherwise reimbursed.
 10. District Vehicle. The District will not provide a vehicle allowance or gas allowance.
 11. Professional Meetings. The President is expected to attend appropriate professional meetings at the local, state and national levels. The Chancellor