

EMPLOYMENT AGREEMENT FOR PRIMAVERA MONARRZ
INTERIM PRESIDENT OF PORTERVILLE COLLEGE

KERN COMMUNITY COLLEGE DISTRICT

This Agreement is made effective the 1st day of June 2024 by and between the Governing Board of the Kern Community College District ("District" or "Board") and Primavera Monarrez ("Ms. Monarrez" or "Interim President").

1. Term. The District hereby employs Interim President for a term of one (1) year and (1) one month beginning June 1, 2024, and terminating on June 30, 2025 or upon recruitment of a permanent President whichever date occurs first, subject to the terms and conditions set forth below.
2. Salary. The Interim President's base salary shall be payable in equal monthly installments. To calculate the Interim 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 monthly Salary from June 1, 2024 through June 30, 2025 shall be \$20,000.00.
 - b. The annual salary for the 2024-2025 fiscal year (Year 1) shall be \$240,000.00.
3. Health and Welfare Benefits. The Interim President shall be entitled to the same health and welfare benefits provided to other management employees of the District. Such benefits may change from time-to-time.
4. Sick Leave. The Interim President shall, during the term of this Agreement, accrue one (1) day of sick leave with pay for each full month of service rendered. 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 Interim 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 under this Agreement, if any, will be transferred to the Vice President Student Services account or will be paid at the Interim President's then current daily/hourly rate whichever the Interim President requests, in writing, to the Vice Chancellor for Human Resources.

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

7. Interim President's Duties and Responsibilities.

- a. General Rules. Interim President is hereby employed as the College Interim President and shall satisfactorily perform the duties of College Interim President as prescribed by the laws of the State of California, the District's job description for Interim President and assignment(s) made by the District Chancellor. The Interim President shall use the Interim President's best efforts and shall devote all time necessary to perform such duties.
- b. Personnel Matter. Interim 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 Interim 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 Interim President in writing at least once each year. The evaluation shall be based upon the requirements of this Agreement, established goals and objectives, the Interim President's job description, and any other criteria agreeable to the parties. As part of the evaluation process, the Interim President will provide the Chancellor with an annual report regarding the

State of the College. The Interim President's evaluation shall be completed no later than June 1, 2025.

9. Expense Allowance. The District shall reimburse the Interim President for documented actual and necessary expenses incurred within the scope of the Interim President's employment (e.g., lodging, meals, parking, tolls, etc.). For reimbursement, the Interim 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 but Interim President may be reimbursed for travel on district business in accordance with district policy and applicable law.
11. Resignation and Return to Vice President Student Services Assignment. While this Agreement is in effect, the Interim President will be deemed as on leave from her regular position of Vice President for Student Services at Porterville College ("VPSS"). The Interim President may resign and terminate this Agreement only by providing the Chancellor at least 30 calendar days advance written notice, unless the parties agree otherwise. In that event, the Interim President shall have the right to return to her assignment as VPSS, subject to the terms of the Educational Administrator Employment Agreement executed by the Ms. Monarrez July 5, 2018.
12. Termination by Chancellor. The Chancellor may terminate the Interim President assignment immediately for any reason, with or without cause, by providing written notice to the Interim President. In that event, the Interim President shall return to her assignment as VPSS, subject to the terms of the Educational Administrator Employment Agreement executed by Ms. Monarrez July 5, 2018.
13. Hold Harmless Clause: When ever any civil action is brought against the Interim President during the term of this Contract or in the future for any action or omission; other than acts of intentional misconduct or gross negligence; arising out of the course and scope of the duties of the Interim President, the District agrees to pay the costs of defending such action, including the costs of counsel and of appeals, if any, and shall hold harmless from and protect the Interim President from any financial loss resulting there from, insofar as permitted by law.
14. No Automatic Renewal: This Agreement will not automatically renew, and Ms. Monarrez hereby waives the provisions of Education Code section 72411(c) regarding automatic renewal, to the extent applicable with respect to her employment as Interim President pursuant to this Agreement. Unless terminated sooner, this Agreement shall expire without further action by the Board on June 30, 2025, at which time the Interim President shall return to her assignment as VPSS, subject to the terms of the Educational Administrator Employment Agreement executed by Ms. Monarrez July 5, 2018.

15. Holidays. The Interim President shall be entitled to holidays subject to the same conditions as are specified for other management employees.
16. Notices. All notices required or permitted under this agreement shall be in writing and shall conclusively be deemed effective (1) on personal delivery, (2) confirmed delivery by courier service, or (3) upon deposit in the United States mail by first-class mail, postage prepaid, addressed to the party to be notified as set forth below:

To District:

Chancellor Dr. Steven Bloomberg
Kern Community College District
2100 Chester Ave.
Bakersfield, CA 93301

To Interim President:

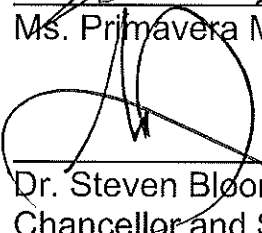
Ms. Primavera Monarrez
P. O. Box 20672
Bakersfield, CA 93390

Dated May 30 2024



Ms. Primavera Monarrez

Dated May 30 2024



Dr. Steven Bloomberg
Chancellor and Secretary to the Governing Board
Kern Community College District