

EMPLOYMENT AGREEMENT FOR
DR. ZAV DADABHOY, INTERIM PRESIDENT OF BAKERSFIELD COLLEGE
KERN COMMUNITY COLLEGE DISTRICT

This Agreement is made effective the 1st day of June 2021, by and between the Governing Board of the Kern Community College District ("District" or "Board") and Dr. Zav Dadabhoy ("Dr. Dadabhoy" or "Interim President").

1. Term. The District hereby employs Interim President for a term of two years beginning June 1, 2021 and terminating on June 30, 2022, subject to the terms and conditions set forth below.
2. Salary. The Interim President's base salary shall be payable in approximately twelve (12) 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 annual base salary for the 2020-2021 fiscal year (Year 1) shall be \$238,497.00. The salary for fiscal year 2020-2021 will be prorated for 1 month and equal \$19,874.75.
 - b. The salary for the 2021-2022 fiscal year (Year 2) shall be Year 1 salary plus 2.5% or CPI-CA whichever is higher subject to meeting the annual goals and satisfactorily completing job duties.
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 as 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. The Interim 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 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, if any, will be paid at the President's then current daily/hourly rate.
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 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 his 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.

Evaluation.

- d. 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 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 30 each year.
- e. Chancellor/Interim President Review. The Chancellor shall meet with and provide a copy of the evaluation report to the Interim President before such document(s) are submitted for inclusion in the Interim President's permanent personnel file. Based upon findings specified in the evaluation report, the Interim 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 Interim President and the Chancellor shall sign the evaluation report and action plan. The Interim 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 Interim President's permanent personnel file.

- f. Annual Goals. Each year following completion of the evaluation process, the Chancellor and the Interim President shall mutually establish goals and objectives for the succeeding July 1 through June 30 period of time.
 - g. Evaluation Rating. At the conclusion of each evaluation, the Chancellor shall determine, in writing, on the Interim President's written evaluation report whether or not the evaluation is deemed to be "satisfactory" so that an affirmative decision is made regarding the Interim President's entitlement to a salary increase.
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, hotels, 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. The District will not reimburse for mileage for in-district travel.
11. Professional Meetings. The Interim President is expected to attend appropriate professional meetings at the local, state, and national levels. The Chancellor encourages the Interim President to continue the Interim President's professional growth and community involvement. The Interim President shall endeavor to maintain and improve professional competence by attending seminars and courses offered by public and private educational institutions, by reading current trade publications, maintaining membership in the community, professional, and business organizations, and attending community, professional, and business meetings at the local, state, and national level.
12. Tax: Retirement/STRS Issues. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state, federal or employment tax consequences or retirement consequences as a result of this Agreement. Interim President shall assume sole liability and responsibility for all state, federal or employment tax and retirement consequences and shall defend, indemnify, and defend the District from all such consequences.

13. Resignation. The Interim President may resign and terminate this agreement only by providing the Chancellor at least 60 calendar days in advance with written notice unless the parties agree otherwise.
14. Termination.
 - a. Mutual Consent. This Agreement may be terminated by the mutual agreement of the parties at any time.
 - b. Non-renewal of the Agreement by District. The District may elect not to renew this Agreement for any reason without cause or a hearing by providing six months prior written notice to the President as provided under California Education Code Section 72411.
 - c. Termination for Cause. The District may terminate the Interim President for: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of this Agreement or Chancellor directives; (3) breach of this Agreement; (4) unsatisfactory performance; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, or physical harm to any person or (7) as provided in the Education Code. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If such cause exists, the Chancellor or designee shall meet with the Interim President and submit a written statement of the grounds for termination and copies of written documents the District believes supports the termination. If the Interim President disputes the charges, the Interim President shall then be entitled to a conference before the Board in a closed session meeting. The Interim President and the Board shall each have the right to be represented by counsel at their own expense. The Interim President shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Interim President with a written decision. The decision of the Board shall be final. The Interim President's conference before the Board shall be deemed to satisfy the Interim President's entitlement to due process of law and shall be the Interim President's exclusive right to any conference or hearing otherwise required by law. The Interim President waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Interim President's administrative remedies and then authorizes the Interim President to contest the Board's determination in a court of competent jurisdiction.
 - d. Termination without Cause. The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon fifteen (15) calendar days' prior written notice to the Interim President. During this fifteen (15) calendar day period, the District shall communicate with the Interim President about the Interim President's employment and the parties shall discuss

whether the Interim President's employment relationship can be terminated by mutual agreement. In consideration for exercise of this right, the District shall pay Interim President for eighteen (18) months. The Interim President shall be paid Interim President's monthly salary at the rate in effect during the Interim President's last month of service. As a condition of payment, the Interim President shall be obligated to seek other employment and he shall notify the District immediately if he earns income from any employment-related activity as defined above. If the Interim President finds other employment, the District will begin paying the Interim President on a monthly basis only the difference between Interim President's monthly salary and the amount which the Interim President earns from any other employment related source (whether as employee, independent contractor, consultant or self-employed), if any such difference exists. For purposes of this Agreement, the term "salary" shall include only the Interim President's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement. Payments made pursuant to this early termination provision may be made in a lump sum or on a monthly basis, at District's sole election. All payments made pursuant to this early termination provision shall be subject to all of District's regular payroll deductions and shall be treated as salary payments. Subject to the District's insurance carriers' rules, requirements and restrictions, the Interim President shall also be entitled to the same District contribution toward health benefits as the Interim President was receiving at the time of his termination, for the remainder of the unexpired term of this Agreement, a period of eighteen (18) months, or until the Interim President obtains other employment, whichever occurs first. Any such termination shall be in writing, shall specify the effective date of the termination, and shall terminate all of the Interim President's employment rights and entitlements with the District. The Interim President shall execute a full release of claims against the District and its officers, agents, and employees as a condition of receipt of the severance payment; otherwise, no severance payment shall be required, and termination shall be effective, nonetheless. The parties agree that damages to the Interim President which may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the damage payments made pursuant to this early termination clause, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Interim President, fully compensates the President for all tort, Agreement, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Interim President's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq. If the Interim President is terminated without cause and elects to retire instead of fulfilling his obligation to seek other employment as set forth above, the parties agree that, effective upon the date of the Interim President's retirement with CalSTRS or CalPERS, the District's obligations to make the payments described in this paragraph shall end. Notwithstanding any other provision of this Agreement to the contrary, if the District believes, and subsequently confirms through an independent audit,

that the Interim President has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the District may terminate the Interim President and the Interim President shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

- e. Removal Without Cause. The Interim President of Bakersfield College serves in the administrative assignment at the pleasure of the Board and may be removed from such assignment by the Chancellor, without cause or any reason after thirty (30) days advance written notice, or as otherwise agreed to by both parties. The Interim President shall have no right of appeal or any other rights except as set forth and herein or otherwise required by law. In consideration for the exercise of this right, the District shall pay to the Interim President the sum of \$1. The parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to allow the Interim President to retreat to a year one faculty position as constitutes reasonable liquidated damages for the Interim President, fully compensates the Interim President for all tort, contract, and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260 et seq.
- f. Abuse of Office Provisions. In accordance with Government Code sections 53243-53243.4, and as a separate contractual obligation, any funds received by the Interim President, under the removal without cause provision, shall be fully reimbursed to the District if the Interim President is convicted of a crime involving an abuse of the Interim President's office or position. In addition, if the District funds the criminal defense of the Interim President against charges involving abuse of office or position and the Interim President is then convicted of such charges, the Interim President shall fully reimburse the District for all funds expended for the Interim President's criminal defense.
- g. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Interim President has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Interim President solely upon written notice to the Interim President and the Interim President shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other noncash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

- h. Disability of the Interim President. Upon expiration of the Interim President's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of the Interim President to perform the essential functions of the position as a result of a physical or mental disability, with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Interim President.
- 15. Holidays. The Interim President shall be entitled to holidays subject to the same conditions as are specified for other management employees.
- 16. Outside Professional Activities. By prior approval of the Chancellor the Interim President may undertake for consideration outside professional activities, including consulting, teaching, speaking, and writing. The Interim President's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of the Interim President's duties. In no event will the District be responsible for any expenses attendant to the performance of such outside activities.
- 17. Notice of Search for Other Employment. Interim President agrees to provide the Chancellor with notice prior to seeking other employment. In addition, the Interim President shall immediately provide written notice to the Chancellor should the Interim President become a finalist in the selection process for a position with any other employer.
- 18. 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 agree that, in the event of litigation, venue shall be the appropriate state court located in Kern County, California, or in Federal Court in the Eastern District of California.
- 19. Severability. If any term or provision of this Agreement is, to any extent, held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.
- 20. Construction. Each party has cooperated in the drafting and preparation of this Agreement. Hence, this Agreement shall not be construed against any party on the basis that the party was the drafter. The captions of this Agreement are not part of the provisions of this Agreement and shall have no force or effect.
- 21. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Agreement.
- 22. No Assignment. This is an agreement for personal services. The Interim President may not assign or transfer any rights granted or obligations assumed under this Agreement.
- 23. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded by written instrument executed by both parties.

24. Independent Representation. Each party has had the opportunity to consult with legal counsel or other representatives before entering this Agreement and, by signing this Agreement, agree that the contents are fully understood and accepted.
25. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.
26. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.
27. Execution of other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
28. Public Record. The parties recognize that, once final, this Employment Agreement is a public record and must be made available to the public upon request.
29. Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent and agreements of the parties.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
31. 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:

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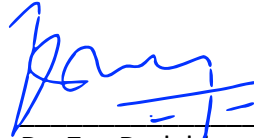
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To District:

Chancellor Thomas J. Burke
Kern Community College
District 2100 Chester Ave.
Bakersfield, CA 93301

To Interim President:

Dated: May 28, 2021



Dr. Zav Dadabhoy
12413 Locksley Drive
Bakersfield, CA 93311

Dated: 6/17/2021



Tom Burke
Chancellor
Kern Community College District

Dated: _____

Romeo Agbalog, President
Kern Community College
District Board of Trustees