

EMPLOYMENT AGREEMENT FOR  
DR. JERRY FLIGER, PRESIDENT OF BAKERSFIELD COLLEGE  
KERN COMMUNITY COLLEGE DISTRICT

This Agreement is made effective the 11<sup>th</sup> day of March 2024, by and between the Governing Board of the Kern Community College District ("District" or "Board") and Dr. Fliger (Dr. Fliger or "President")

1. **Term.** The District hereby employs Dr. Fliger as President of Bakersfield College for a term of three years 3 months and 3 weeks beginning March 11, 2024 and terminating on June 30, 2027, subject to the terms and conditions set forth below.

2. **Salary.** The President's annual 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) workdays.

a. The monthly salary for March 11, 2024 to June 30, 2025 (Year 1) shall be 21,250.00 per month (monthly prorated salary for \$255,000.00 annual base). March 2024 salary will be prorated for 3 weeks.

b. The salary for the 2025-2026 fiscal year (Year 2) shall be Year 1 salary plus 2.5% or the percentage increase for the Consumer Price Index for All Urban Consumers (California) for the prior calendar year, whichever is higher, subject to receipt of an overall satisfactory evaluation for the previous fiscal year.

c. The salary for 2026-2027 fiscal Year (Year 3) shall be Year 2 salary plus 2.5% or the percentage increase for the Consumer Price Index for All Urban Consumers (California) for the prior calendar year, whichever is higher, subject to receipt of an overall satisfactory evaluation for the previous fiscal year.

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 the 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 shall satisfactorily perform the duties of College President as prescribed by the laws of the State of California, the District's job description for College President, and assignment(s) made by the District Chancellor. 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 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.

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 the 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 30th each year.
- b. **Chancellor/President Review.** The Chancellor shall meet with and provide a copy of the evaluation report to the President before the report is 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 sole discretion shall issue an 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. **Evaluating Rating.** At the conclusion of each evaluation, the Chancellor shall determine, in writing on the President's written evaluation report whether the evaluation is deemed to be "overall satisfactory" so that an affirmative decision is made regarding the President's entitlement to a salary increase.

9. **Expense Allowance.**
- a. The President shall be reimbursed for actual relocation expenses from a single current residence location outside of Kern County, California to a new residence in Bakersfield California. The President shall provide the District three (3) bids from an insured relocation business. The insured relocation business with the lowest cost bid will be utilized for relocating the President to Bakersfield, California. This is a one-time relocation allowance.
  - b. The President shall receive a monthly transitional housing allowance of \$1,300 per month (total allowance \$3,900) that shall be proportionately disbursed during the months of March, April, and May of 2024. This is a one-time transitional housing allowance that will be paid out during the Spring 2024 semester term.
  - c. 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 Technology Allowance.** The District shall provide the President with a District- owned laptop computer, tablet or other wireless email device and a smart phone (each a "Technology Device"). The President shall use all Technology Devices in accordance with the District policies and legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices through its policies and the law. The President may use the Technology Devices for personal use in a manner consistent with those policies. The President agrees to sign all technology use agreements or other forms that are required of other District employees. The President agrees to conduct all District business, by email or otherwise, on a District account so that all business-related communications are available to the District irrespective of the form of communication or device used.

11. **No Auto Allowance/Travel Reimbursement.** The District will not provide a vehicle allowance or gas allowance but President may be reimbursed for travel on district business in accordance with District policy and applicable law.

12. **Professional Meetings.** The President is expected to attend appropriate professional meetings at the local, state, and national levels. The Chancellor encourages the President to continue the President's professional growth and community involvement. The 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.

13. **Tax: Retirement/STRS Issues.** Notwithstanding any other provisions of the Agreement, the District shall not be liable for any state, federal or employment tax consequences or retirement consequences as a result of this Agreement. 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.

14. **Resignation.** The 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.

15. **Termination.**

- a. **Mutual Consent.** This Agreement may be terminated by 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 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 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 President and submit a written statement of the grounds for termination and copies of written documents the District believes supports the termination. If the President disputes the charges, the President shall then be entitled to a conference before the Board in a closed session meeting. The President and the Board shall each have the right to be represented by counsel at their own expense. The 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 President with a written decision. The decision of the Board shall be final. The President's conference before the Board shall be deemed to satisfy the President's entitlement to due process of law and shall be the President's exclusive right to any conference applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the President's administrative remedies and then authorizes the President to contest the Board's determination in a court of competent jurisdiction.
- d. **Termination without Cause.** The District may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay to President the remainder of this Agreement or eighteen (18) months, whichever is less, a sum equal to the difference between the President's salary rate in effect during the President's last month of service and the amount that the President earns from any other employment related source (whether as employee, independent contractor, consultant or self-employed). Payments to the President shall be made on a monthly basis unless the District agrees otherwise. In addition, the President shall be intitled to receive health and welfare benefits at the District's expense for an amount of time commensurate with the amount of time to which the President is entitled to the preceding payments or until the President finds other employment that provides health and welfare benefits, whichever occurs first.

For purposes of this Agreement, the term "salary" shall include only the President's regular monthly base salary and shall not include the value of any other allowances, stipends, reimbursements, or benefits received under this Agreement. Payments made pursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for

retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purposes; accordingly, no deductions shall be made for retirement purposes.

The parties agree that any damages to the President that may result from the District's early termination of this Agreement cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the President, fully compensate the President for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the 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.

Notwithstanding any other provision of this Agreement to the contrary, if the District believes, and subsequently confirms through an independent audit, that the President has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the District may terminate 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 President serves in the administrative assignment at the pleasure of the Board and may be removed from the President 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 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 President the sum of \$1. The parties agree that the payments made pursuant to this termination without cause provision fully compensates the 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 section 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 President, under the removal without cause provision, shall be fully reimbursed to the District if the President is convicted of a crime involving an abuse of the President's office or position. In addition, if the District funds the criminal defense of the President against charges involving abuse of office or position and the President is then convicted of such charges, the President shall fully reimburse the District for all funds expended for the 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 President has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the President solely upon written notice to the President and the President shall not be entitled to any compensation of any nature, whether as 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).

h. **Disability of President.** Upon expiration of the President's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of the President to perform the essential functions of the position as a result of a physical or

mental disability, with or without reasonable accommodation, the Agreement may be immediately terminated by the Board upon written notice to the President.

16. **Holidays.** The President shall be entitled to district holidays subject to the same conditions as are specified for other management employees.
17. **Outside Professional Activities.** By prior approval of the Chancellor, the President may undertake for consideration outside professional activities, including consulting, teaching, speaking, and writing. The President's outside professional activities shall not occur during regular work hours and shall not interfere in any way with the performance of the President's duties. In no event will the District be responsible for any expenses attendant to the performance of such outside activities.
18. **Notice of Search for Other employment.** President agrees to provide the Chancellor with notice prior to seeking other employment. In addition, the President shall immediately provide written notice to the Chancellor should the President become a finalist in the selection process for a position with any other employer.
19. **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.
20. **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.
21. **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.
22. **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
23. **No Assignment.** This is an agreement for personal services. The President may not assign or transfer any rights granted or obligations assumed under this Agreement.
24. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded by written instrument executed by both parties.
25. **Waiver.** Any waiver of any breach of any term or provision of this Contract shall not be construed to be a waiver of any other breach of this Contract.
26. **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.
27. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's Board in open session as required by law.
28. **Binding Effect.** This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns.

29. **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.
30. **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.
31. **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.
32. **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.
33. **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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To District:

Interim Chancellor Thomas J Burke  
 Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93311

To President:

President Dr. Jerry Fliger  
 205 Sharnoll Circle  
 League City, TX 77573

Dated: Jan 23, 2024

John S. Corkins  
 John Corkins  
 President, Kern Community College District  
 Board of Trustees

Dated: Jan 23, 2024

Thomas J. Burke  
 Tom Burke  
 Interim Chancellor  
 Kern Community College District

Dated: Dec 21, 2023

Jerry E. Fliger  
Jerry E. Fliger (Dec 21, 2023 13:59 PST)  
 Dr. Jerry Fliger  
 President, Bakersfield College