

**CONTRACT FOR EMPLOYMENT OF DISTRICT
SUPERINTENDENT/PRESIDENT
BETWEEN
THE BARSTOW COMMUNITY COLLEGE DISTRICT
AND
Dr. EVA BAGG**

THIS AMENDED EMPLOYMENT AGREEMENT ("Agreement") is made and entered into December 21, 2022, by and between the Barstow Community College District (the "District") and Dr. Eva Bagg ("District Superintendent/President").

IT IS HEREBY AGREED AS FOLLOWS:

- 1. District Superintendent/President and Chief Executive Officer.** District Superintendent/President is hereby employed for a period of time that commences on July 01, 2023, and ending on June 30, 2026, as the District's District Superintendent/President, Chief Executive Officer and Secretary to the Board of Trustees.
- 2. General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. District Superintendent/President is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b). This Agreement shall prevail over any conflicting District rules, regulations, policies or procedures.
- 3. Powers and Duties**

 - 3.1.** District Superintendent/President shall perform all of the powers and duties of the position of District Superintendent/President, Chief Executive Officer, and Secretary to the Board of Trustees. She shall further efficiently and effectively manage the programs and operations of the District, and perform such other duties and assume such other responsibilities as are assigned to her from time to time by the Board of Trustees. District Superintendent/President shall have the primary responsibility for recommendations and execution of Board Policy.

 - 3.1.1.** District Superintendent/President shall have full signature authority to carry out the recommendations of the Board effective July 01, 2023.
 - 3.2.** District Superintendent/President shall personally or by direction of the Board of Trustees:

 - 3.2.1.** Provide leadership and direction to ensure that the laws and policies of the District are carried out;

four (24) days. All vacation time must be scheduled in advance and approved by the President of the Board.

5.1. District Superintendent/President shall receive six (6) days of administrative leave per year to be used for the conduct of personal business that cannot be accomplished other than during regular business hours. Administrative leave shall not accumulate from year to year, nor shall District Superintendent/President receive compensation for administrative leave that has not been used upon the expiration of this agreement.

6. Board/District Superintendent/President Relationship and Performance Evaluations

6.1. The Board of Trustees will set District Superintendent/President's main goals for each college year in advance of the start of that year. The District Superintendent/President's performance in achieving those goals and carrying out her other duties will be evaluated by the Board of Trustees each year. The evaluation will be discussed in closed session. As a result of this evaluation process, the Board of Trustees will prepare a written statement of its evaluation of the District Superintendent/President's performance. The statements shall be placed in the Superintendent/President's personnel file and treated as any personnel document. Following each evaluation, the Board and District Superintendent/President shall compile an updated set of goals and strategies for District Superintendent/President for the subsequent college year. The timing of the evaluation will take place no later than June 30th and inform the goals for the upcoming academic year starting in August following the evaluation.

7. Expenses and Required Memberships

7.1. The District shall reimburse District Superintendent/President in accordance with District policy and procedures for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of District Superintendent/President in the performance of the duties of District Superintendent/President. Attendances at state and national conferences are to be discussed and approved in advance by the Board President. It is expected that District Superintendent/President will incur expenses in promoting the interests of the District before various governmental and constituency groups and in the community. These expenses, will be reimbursed by the District and in accordance with the District's policies and procedures and with this Agreement.

7.2. The District shall provide District Superintendent/President with a monthly stipend of \$450. The use of this allowance shall be at the Superintendent/President's discretion and shall not require any documentation. This monthly allowance shall be treated and considered as part of the Superintendent/President's compensation/salary for tax purposes and for purposes of the STRS Defined Benefit Plan to the maximum extent permitted by law.

7.3. The District agrees to pay on behalf of District Superintendent/President those professional memberships as required by the Board of Trustees.

8. Fringe Benefits

8.1. The District shall provide to District Superintendent/President and her spouse and eligible dependents all health and welfare benefits which presently include health,