

# STATE CENTER COMMUNITY COLLEGE DISTRICT EMPLOYMENT AGREEMENT

For

**CHRISTINE MIKTARIAN**

This Employment Agreement is entered into effective **July 1, 2024**, between the State Center Community College District ("DISTRICT"), acting by and through its Chancellor ("Chancellor") and **Christine Miktarian** ("EMPLOYEE"). The Parties agree as follows:

## **1. Employment.**

Subject to the provisions of this Agreement, DISTRICT hereby hires and employs EMPLOYEE to serve as **Vice Chancellor, Operations** of the DISTRICT. EMPLOYEE hereby accepts such employment and agrees to perform all duties of the position during the term of this Agreement. The position of Vice Chancellor, Operations is an exempt designated senior classified administrative position pursuant to Education Code 88091, subdivision (c).

## **2. Term.**

Subject to the provisions of paragraphs 5 and 6, the term of this Agreement is for a three (3) year period commencing July 1, 2024 and ending June 30, 2027. The Board may elect not to renew this Agreement for any reason by providing written notice to the EMPLOYEE no later than December 31<sup>st</sup> of the last year of this Agreement or any extension in accordance with Education Code section 72411.

## **3. Salary.**

Effective July 1, 2024, the DISTRICT shall pay EMPLOYEE a salary of Two Hundred Seventy Thousand Five-Hundred Eleven Dollars (\$270,511) annually. EMPLOYEE's salary shall be payable in accordance with the DISTRICT'S standard payroll practices and procedures.

In reaching agreement upon these amounts, the Parties have taken into account factors including, but not limited to, EMPLOYEE's experience, any special training, education, or advanced-degrees which EMPLOYEE may possess, and EMPLOYEE's employment longevity with the

DISTRICT, and said salary amount is inclusive of any and all consideration to be paid by the DISTRICT for such factors.

In the event that the DISTRICT implements salary reductions, furloughs, or any other form of salary or benefit reduction against administrators for the purpose of reducing DISTRICT expenditures or necessitated by reductions in the DISTRICT'S BUDGET, such reductions shall similarly apply to the EMPLOYEE, notwithstanding any other provision of this Agreement.

DISTRICT reserves the right to grant EMPLOYEE a meritorious salary increase based upon job

**6. Termination.**

- a. Termination for Cause. This Agreement may be terminated by the Governing Board  
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that EMPLOYEE shall be entitled to DISTRICT-paid health benefits for the unexpired term of this Agreement not to exceed eighteen (18) months, or until EMPLOYEE finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of California Government Code sections 53260-53264, and shall be interpreted consistent with those statutes.

The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to EMPLOYEE resulting from the contract's termination without cause. These liquidated damages represent EMPLOYEE's sole and exclusive remedy for any and all damages, known or unknown, tort, contract, or otherwise, flowing from the termination of EMPLOYEE's

payments made under paragraph 6(d) will be reduced by the amount of the wages paid to EMPLOYEE.

**8. Hours of Work.**

The EMPLOYEE shall render twelve (12) months of full and regular service to the DISTRICT with the exception of vacations, District-approved holidays, and approved leaves of absence. The Parties understand the demands of EMPLOYEE's position will require more than eight (8) hours a day and forty (40) hours per work week. EMPLOYEE is not entitled to overtime compensation.

**9. Leaves of Absence (Vacation, Sick Leave, Other Leaves, Holidays, Jury Duty).**

During the term of this Agreement, EMPLOYEE shall be entitled to vacation, sick leave, other leaves, and holidays to the same extent and subject to the same conditions as are specified from time to time for the DISTRICT's classified management employees, and as required by the Education Code or other applicable law. Vacation may accumulate up to a total cap of forty-eight (48) unused vacation days. Once EMPLOYEE has accrued forty-eight (48) vacation days, she is not entitled to accrue any additional vacation days until her balance falls below forty-eight (48) days. Upon termination or expiration of this Agreement, EMPLOYEE shall be entitled to compensation for all unused accrued vacation at the rate of EMPLOYEE's then-present salary, up to the forty-eight (48) day cap.

**10. Fringe Benefits.**

EMPLOYEE shall be provided the following fringe benefits, to the same extent and subject re lop(. )TJETEMC -5

- f. Decreasing benefit life insurance for EMPLOYEE.
- g. All other management fringe benefits in effect at the time of the execution of this Agreement or as amended by the DISTRICT from time-to-time.

**11. Retirement Insurance Program.**

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c. Governing Law and 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 also agree that, in the event of litigation, venue shall be the appropriate state or federal court located in Fresno County, California.

d. Severability. If any term or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

e. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

f. DISTRICT Rules and Regulations. The Parties expressly agree that the DISTRICT's policies, rules, and practices shall be applicable to EMPLOYEE and shall govern the employment relationship between EMPLOYEE and the DISTRICT, except as otherwise set forth in this Agreement.

g. Successors and Assigns. This Agreement shall be binding upon the heirs, administrators, executors, and assigns of EMPLOYEE. This Agreement shall also bind any successors and assigns of the DISTRICT.

h. Termination of All Prior Agreements. By entering into this Agreement, the Parties shall be deemed to have voluntarily consented to the termination of all prior employment and related agreements between them.

i. No Assignment. This is an Agreement for personal services, and EMPLOYEE may not assign or transfer any rights granted or obligations assumed under this Agreement.

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STATE CENTER COMMUNITY COLLEGE  
DISTRICT

EMPLOYEE

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[Christine Mktarian \(Aug 13, 2024 14:01 PDT\)](#)

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Dr. Carole S. Goldsmith, Ed.D.  
Chancellor

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Christine Mktarian  
Vice Chancellor, Operations

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_