

**EMPLOYMENT AGREEMENT BETWEEN
THE GOVERNING BOARD OF THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND DR. JOSE A. GOMEZ
AS SUPERINTENDENT/PRESIDENT OF THE DISTRICT**

This Agreement is made effective the 17th day of July, 2024, by and between the Governing Board of the Pasadena Area Community College District (“District” or “Board”) and Dr. Jose A. Gomez (“Superintendent/President” or “Dr. Gomez”).

1. Term. The District hereby employs Dr. Gomez for the period beginning August 1, 2024, and ending on July 31, 2027, subject to the terms and conditions set forth below. Dr. Gomez is an academic employee as defined in Education Code section 87001(a), an educational administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). By entering into this Agreement, Dr. Gomez agrees that the employment agreement for Interim Superintendent/President under which he is currently serving shall terminate as of 11:59 p.m. on July 31, 2024.

2. Salary. Effective August 1, 2024, Dr. Gomez’s annual salary during the term of this Agreement shall be Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000.00). The salary shall be payable in approximately equal monthly installments. The salary shall be prorated in any year in which Dr. Gomez works less than a full year. The Board retains the right to increase Dr. Gomez’s annual salary during the term of this Agreement. Such adjustments shall be in the sole discretion of the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. Annual Salary Increases: Beginning July 1, 2025, the Board shall provide for an annual salary increase of Fifteen Thousand Dollars (\$15,000) based on the results of the performance evaluation prepared pursuant to Section 8 of this Agreement. The change in salary shall be based upon a satisfactory evaluation of Dr. Gomez and shall be approved in a regular-scheduled meeting of the Board in open session.

4. Benefits. Dr. Gomez shall be entitled to the same benefits, including medical, dental, vision and life insurance benefits, and to sick leave, provided by the District to all twelve-month educational administrators during each year of service. Full pay sick leave of one day per month may be accumulated from year to year without limit. Dr. Gomez shall be entitled to pay for holidays on the same basis as all twelve-month educational administrators during each year of service.

5. Vacation. Dr. Gomez shall earn and accrue 24 days of vacation for each year of service rendered. No more than 48 days of vacation time may be accumulated at any one time. When 48 days of unused vacation have accumulated, vacation accrual will cease until Dr. Gomez uses vacation so as to bring the accrued amount below 48 days. Vacation must be scheduled at a time convenient to the Board and the operations of the District. If Dr. Gomez will be absent on vacation for more than ten working days, Dr. Gomez must request authorization from the Board President. At time of separation, accumulated vacation, if any, up to a maximum of 48 days will be paid at the current per diem rate of Dr. Gomez’s salary.

6. Duties and Responsibilities. Dr. Gomez, while serving as Superintendent/President of the District, shall be the Chief Executive Officer of the District and the Secretary to the Board of Trustees. He shall have all powers and perform all duties of the position as provided by law or Board Policy, subject to Board approval where required by law or Board Policy, which approval shall not be unreasonably withheld. Dr. Gomez shall use his best efforts and shall devote all time necessary to perform such duties.

7. Evaluation. Dr. Gomez shall be evaluated annually by the Board in accordance with Bylaw No. 2435. The annual evaluation shall be based upon Dr. Gomez's goals and objectives as agreed by Dr. Gomez and the Board and carried out pursuant to Bylaw No. 2435. Dr. Gomez and the Board shall agree on a timeline and process for the annual evaluation. If no agreement is reached on a timeline and/or process for the annual evaluation, the Board shall establish the timeline and process for the annual evaluation process. A failure to timely or properly evaluate Dr. Gomez shall not extend the term of this Agreement or constitute a violation of this Agreement. Should the annual evaluation not be completed, then the performance of Dr. Gomez shall be deemed satisfactory for purposes of this Agreement and any entitlements under this Agreement. However, a failure to evaluate Dr. Gomez shall not preclude the Board from giving notice of termination in accordance with Section 9 of this Agreement.

8. Expenses. The District shall reimburse Dr. Gomez for documented actual and necessary expenses incurred within the scope of his employment, including, but not limited to, business-related travel (lodging, meals, parking, tolls); the costs of membership in community service and professional organizations, including professional dues and expenses, and the costs of attendance at meetings or events of peer, business, or civic organizations. The District has a membership in the Athenaeum at Caltech in Pasadena, and Dr. Gomez shall be entitled to use that facility for dining, meetings, and other professional events. All such expenses shall be as permitted by District policy or incurred with prior approval of the Board. The District shall provide Dr. Gomez a credit card for District-related expenditures. Use of the District credit card is subject to applicable Board Policies and the procedures of the District's business office.

9. Termination.

A. Mutual Consent. This Agreement may be terminated by the mutual agreement of the parties in writing at any time. The party initiating termination by mutual agreement shall give at least 30 days' written notice to the other party of the desire to terminate the Agreement.

B. Non-renewal of the Agreement by District. The Board may elect not to renew this Agreement for any reason by providing written notice to Dr. Gomez in accordance with Education Code section 72411 and other applicable law. If notice is not provided as required by Education Code section 72411(c), this Agreement shall be extended for one additional year. This subparagraph is a knowing and voluntary waiver of any longer extension of this Agreement pursuant to any interpretation of Education Code section 72411.

At least nine months prior to the end of the term of this Agreement, Dr. Gomez shall, in writing, remind the Board of the District's obligation to give written notice pursuant to this subparagraph. Failure by Dr. Gomez to provide this reminder to the Board shall invalidate the notice requirement

under this subparagraph and shall operate as a waiver of the automatic renewal provision in Education Code section 72411.

C. Termination Without Cause. Notwithstanding any other provision of law or of this Agreement, the Board may, unilaterally and without cause or a hearing, terminate this Agreement upon giving of 30 days' prior written notice. In consideration for exercise of this right, the District shall pay to the Superintendent/President, for the remainder of the unexpired term of this contract or for twelve (12) months, whichever is less, a monthly sum equal to Dr. Gomez's base monthly salary at the salary rate in effect during his last month of service. In addition, Dr. Gomez shall be entitled to receive health and welfare benefits at the District's expense for an amount of time commensurate with the amount of time to which Dr. Gomez is entitled to the above described payment, or until Dr. Gomez finds other employment which provides health and welfare benefits, whichever occurs first. The parties agree that this paragraph is to be construed in a manner consistent with the requirements of Government Code section 53260 et seq. The parties further agree that this sum constitutes liquidated damages in recognition of the extreme difficulty of determining actual damages to Dr. Gomez resulting from the contract's termination without cause. These liquidated damages represent Dr. Gomez's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Dr. Gomez's employment with the District. The parties recognize that upon payment of the liquidated damages sum, Dr. Gomez will be foreclosed from bringing any action or proceeding of any nature against the District.

D. Termination for Cause. The Board may terminate Dr. Gomez's contract at any time for cause if Dr. Gomez has materially breached the terms of this Agreement, engages in abuse of office (as defined in Government Code section 53243 et seq.), or has committed an act specified in Education Code section 87732. If the Board determines, at its sole discretion, that there is cause to terminate Dr. Gomez's employment with the District, it may do so upon 30 days' written notice to Dr. Gomez. The notice shall include a statement of the factual reasons for termination and shall notify Dr. Gomez that he may respond to the Board, orally or in writing, regarding the causes. Any such response shall be made to the Board no later than the next regular meeting of the Board following the issuance of the written notice of termination. Thereafter, the Board's decision regarding dismissal will be final. The right to respond to the Board is Dr. Gomez's exclusive right to any hearing or process if the Board invokes the termination provisions of this subparagraph. Dr. Gomez may have an attorney present, at his own expense, to assist him at any meeting with the Board following receipt of written notice of termination for cause.

E. Reimbursement of Cash Settlement: Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Superintendent/President is convicted of a crime constituting "abuse of office," the Superintendent/President shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave time, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq. By way of example, in the event Dr. Gomez is placed on paid administrative leave pending an investigation, Dr. Gomez will reimburse the pay received during that leave in the event he is convicted of a crime constituting "abuse of office."

10. 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 court located in Los Angeles County, California.

11. Agreement to Mediation. The parties agree that prior to initiation of any litigation over any dispute about matters covered by this Agreement, they will submit to voluntary mediation in accordance with procedures to be mutually agreed upon by them. Nothing herein shall be construed to relieve either party or be deemed to constitute a waiver by either party of their respective rights and obligations under Government Code section 810 et seq.

12. 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.

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

14. 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.

15. No Assignment. This is an agreement for personal services. Dr. Gomez may not assign or transfer any rights granted or obligations assumed under this Agreement.

16. Modification. This Agreement cannot be changed or supplemented orally. No amendment, addition, deletion and/or change to the Agreement shall be valid or enforceable unless it is set forth in a written instrument executed by both parties.

17. Board Approval. The parties recognize that the effectiveness of this Agreement is contingent upon approval by the District's Board of Trustees, which must occur in open session during a regular public meeting.

18. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective heirs, successors and assigns.

19. 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.

20. Execution of Other Documents. All parties to this Agreement shall cooperate fully in the execution of any other documents and in contemplation of any additional action that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

21. Indemnification. The Board agrees that it shall defend, hold harmless and indemnify Dr. Gomez from any and all demands, claims, duties, actions, and legal proceedings brought against Dr. Gomez in his individual capacity for any acts arising out of his employment or in his official capacity as agent and employee of the District as permitted by law, except for

civil, criminal or administrative actions initiated by the Board itself, provided that Dr. Gomez did not act or fail to act because of actual fraud, corruption or malice.

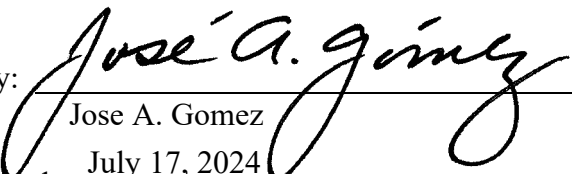
22. Public Record. The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

23. 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: President, Board of Trustees
Pasadena Area Community College District
1570 E. Colorado Blvd.
Pasadena, CA 91106

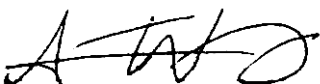
To President: Jose A. Gomez

JOSE A. GOMEZ, Ph.D., SUPERINTENDENT/PRESIDENT

By: 

Jose A. Gomez
Dated: July 17, 2024

PASADENA AREA COMMUNITY COLLEGE DISTRICT

By: 

Alton Wang, Board President
Dated: July 17, 2024
