

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

This Agreement (“Agreement”) is made effective as of the 19th day of July, 2023, by and between the Governing Board of the Pasadena Area Community College District (“District” or “Board”) and Dr. Jose A. Gomez (“Interim Superintendent/President” or “Dr. Gomez”), and hereinafter collectively referred to as the “Parties.”

1. Interim Superintendent/President. Dr. Gomez is hereby employed for a period commencing on August 1, 2023, and ending on August 1, 2024, or earlier, as the Interim Superintendent/President of the Pasadena Area Community College District. As Interim Superintendent/President, Dr. Gomez is an academic employee as defined in Education Code section 87001(a), and an educational administrator or student services administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g).

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, except as may be specifically provided in this Agreement. This Agreement prevails over any conflicting District rules, regulations, policies or procedures.

3. Salary. Beginning August 1, 2023, Dr. Gomez’s annual salary shall be Three Hundred Thirty Thousand Dollars (\$330,000.00) for the remainder of the term of this Agreement. The salary shall be payable in equal monthly installments; provided, however, that the salary shall be prorated in any month or year in which Dr. Gomez works less than a full month or 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.

4. Benefits. Dr. Gomez shall be entitled to the same benefits, including medical, dental, vision and life insurance benefits, sick leave, and vacation provided by the District to all twelve-month educational administrators from August 1, 2023 through the termination of this Agreement or August 1, 2024, whichever is earlier. 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. 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.

6. Management Hours. It is understood that the demands of the position of Interim Superintendent/President will require more than eight (8) hours a day and/or forty (40) hours per workweek. Dr. Gomez is not entitled to receive overtime compensation.

7. Duties and Responsibilities. Dr. Gomez, while serving as Interim 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.

8. Objectives and Evaluation. The Board may assess and discuss the performance of the Interim Superintendent/President at its discretion during the term of this Agreement in accordance with Bylaw No. 2430. These discussions may be based on, among other things, the duties stated in this Agreement including Board-adopted priority tasks, other goals and objectives established by the Board in consultation with Dr. Gomez, and Dr. Gomez's performance of his duties as Interim Superintendent/President. In addition, either the Board or Dr. Gomez may request that an item be placed on the Board's meeting agenda relating to the evaluation of the Interim Superintendent/President. As this is an interim position, the provisions of Bylaw No. 2435 relating to the annual evaluation of the performance of the Superintendent-President shall not apply.

9. 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. 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.

10. Amendment, Termination, or Non-renewal.

a. This Agreement may be amended by mutual written agreement between the parties.

b. This Agreement will terminate effective with the close of business on August 1, 2024, without further notice. The provisions of Education Code section 72411(a), (b) and (c) shall not apply to this Agreement.

c. This Agreement may be terminated for convenience by either Party prior to its expiration by giving thirty (30) days advance written notice to the other Party. Upon the effective date of the termination pursuant to this subparagraph both parties' obligations under this Agreement shall cease.

d. Notwithstanding any other provisions of this Agreement, in accordance with Government Code sections 53260 and 53261, in the event this Agreement is terminated, Dr. Gomez shall not be entitled to any remaining salary attributable to his service as Interim Superintendent/President.

e. If this Agreement is terminated, any cash settlement paid to Dr. Gomez upon termination shall be fully reimbursed to the District by Dr. Gomez if Dr. Gomez is convicted

of a crime involving an abuse of office or position as required by Government Code section 53243 et seq.

11. 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.

12. 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. All proceedings and all documents prepared in connection with any mediation shall be confidential and, unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses and experts, the mediator and the mediator's staff.

13. Indemnity. The Board shall, to the maximum extent permitted by law and its bylaws, and in addition to any other such obligations required by law, indemnify, defend, protect and hold Dr. Gomez harmless from all damages, losses, liabilities, claims, actions, demands, obligations, judgments, and settlement obligations arising from the acts, omissions or decisions made within the scope of his employment as Interim Superintendent/President. To the same extent, the Board will timely pay reasonable expenses, including reasonable attorneys' fees and costs, and expert witness fees and costs in connection with the defense of any action, suit, proceeding and appeal which is brought against Dr. Gomez by reason of Dr. Gomez' service as Interim Superintendent/President. The Board retains the right to assign legal counsel or to agree to Dr. Gomez's choice of counsel. Dr. Gomez agrees to cooperate with the Board as required by law and the Board agrees that any settlements of matters wherein Dr. Gomez is a named defendant, to pay the cost of the settlement. The obligations of the Board set forth in this section shall survive the termination or expiration of this Agreement.

14. 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.

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

16. 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.

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

18. 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.

19. Board Approval. The Parties recognize that the effectiveness of this Agreement is contingent upon approval by the District's Governing Board.

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

21. 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.

INTERIM SUPERINTENDENT/PRESIDENT

By: _____
Dr. Jose A. Gomez

Dated: _____

PASADENA AREA COMMUNITY COLLEGE DISTRICT

By: _____
Sandra Chen Lau, President
Governing Board of the Pasadena Area
Community College District

Dated: _____