

**AMENDED EMPLOYMENT AGREEMENT
(Superintendent/President's Contract)**

As Amended July 6, 2011

This Amended Agreement is made effective the 1st day of July, 2011, by and between the Governing Board of the Pasadena Area Community College District ("District") or ("Board") and Dr. Mark W. Rocha ("Superintendent/President").

1. Term. The District hereby employs Superintendent/President beginning July 1, 2011 and terminating on June 30, 2015, subject to the terms and conditions set forth below. The District will consider renewing this contract on or about July 1, 2012 and may renew this contract at any time for a term not to exceed four years.

2. Salary. The Superintendent/President's annual salary shall be Two Hundred Thirty Thousand Dollars (\$230,000.00) per year beginning July 1, 2011. The Superintendent/President's salary shall be payable in twelve (12) approximately equal monthly installments. The Board retains the right to adjust the Superintendent/President'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. Salary Modification.

Superintendent/President has represented to the District that it is his desire intention to remain employed by the District as its Superintendent/President for at least five (5) years and, based on that representation and subject to continued employment by the District and satisfactory performance, District agrees that the annual salary of Superintendent/President will be modified as follows:

A. The salary being paid to the Superintendent/President on June 30, 2012, shall be increased by \$5,000.00, effective July 1, 2012, if the Superintendent/President is still employed by the District on July 1, 2012, and if Board of Trustees concludes that the Superintendent/President has made satisfactory progress toward achieving the goals and objectives agreed upon between the Board and the Superintendent/President pursuant to Section 8 of this Agreement.

B. The salary being paid to the Superintendent/President on June 30, 2013, shall be increased by \$7,500.00, effective July 1, 2013, if the Superintendent/President is still employed by the District on July 1, 2013, and if Board of Trustees concludes that the Superintendent/President has made satisfactory progress toward achieving the goals and objectives agreed upon

automatic
raise - without
campus
evaluation

between the Board and the Superintendent/President pursuant to Section 8 of this Agreement.

C. The salary being paid to the Superintendent/President on June 30, 2014, shall be increased by \$10,000.00, effective July 1, 2014, if the Superintendent/President is still employed by the District on July 1, 2014, and if Board of Trustees concludes that the Superintendent/President has made satisfactory progress toward achieving the goals and objectives agreed upon between the Board and the Superintendent/President pursuant to Section 8 of this Agreement.

D. The salary being paid to Superintendent/President on June 30, 2015 shall be increased by \$12,500.00, effective July 1, 2015, if the Superintendent/President is still employed by the District on July 1, 2015, and if the Board of Trustees concludes that the Superintendent/President has made satisfactory progress toward achieving the goals and objectives agreed upon between the Board and the Superintendent/President pursuant to Section 8 of this Agreement.

E. Nothing in this Section shall be construed to prevent the Board from increasing the salary of the Superintendent/President in accordance with Section 2 of this Agreement.

4. Benefits. The Superintendent/President shall be entitled to the same benefits, including medical, dental, vision and life insurance benefits, to holidays, 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.

5. Retirement Annuity. Superintendent/President has already retired from the State Teachers Retirement System (STRS) prior to his first employment with the District. in the absence of that retirement, the District would be required to make contributions to STRS on his behalf. The District will therefore calculate what its contribution would be on his salary as Superintendent/President, and shall make a monthly contribution in that amount to a retirement account to be designated by the Superintendent/President, up to a maximum of \$20,000 per fiscal year. The Superintendent/President shall be solely responsible for any and all tax liabilities and consequences associated with these payments and contributions, and shall defend and indemnify the District against such liabilities.

new!
STRS +
\$20K

6. Life Insurance. The District shall maintain in effect the two term life insurance policies insuring the life of the Superintendent/President, as follows:

Policy No. 1: This Policy shall be for the Superintendent/President's personal benefit and shall be written as follows:

- a. The Insured shall be the Superintendent/President
- b. The Owner shall be the Superintendent/President
- c. The Beneficiary shall be as designated by the Superintendent President.
- d. The death benefit shall be Five Hundred Thousand Dollars (\$500,000.00)
- e. The Payee shall be the District
- f. The Superintendent President shall be solely responsible for any and all tax liabilities and consequences associated with the payment of premiums, and shall defend and indemnify the District against such liabilities.

Policy No. 2: This Policy shall be a "Key Man" Policy for the benefit of the District, and shall be written as follows:

- a. The Insured shall be the Superintendent/President
- b. The Owner shall be the District
- c. The Beneficiary shall be the District
- d. The death benefit shall be Five Hundred Thousand Dollars (\$500,000.00)
- e. The Payee shall be the District.

7. Moving Allowance. The Board and the Superintendent/President agree that he can more effectively carry out community relations and college advancement duties if he resides in the District. Therefore, the District shall pay the Superintendent/President a one time lump sum moving allowance of Fifteen Thousand dollars (\$15,000.00) to be paid by August 1, 2011, which shall be used by him to move himself and his [spouse] [family] from their current residence and establish a new rental residence within the District on or before September 1, 2011.

new!

8. Vacation. The Superintendent/President shall earn and accrue twenty-two (22) days of vacation for each year of service rendered. No more than forty-four (44) days of vacation time may be accumulated at any one time. Vacation must be scheduled at a time convenient to the Board and the operations of the District. If the Superintendent/President will be absent on vacation for more than ten working days, the Superintendent/President must request authorization from the Board of Trustees, or the Board President if that authority is delegated to the Board President by the Board. At time of separation, accumulated vacation, if any, will be paid at the current per diem rate of the Superintendent/President's salary.

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

10. Duties and Responsibilities. The Superintendent/President 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, subject to Board approval, which approval shall not be unreasonably withheld. The

Superintendent/President shall use his best efforts and shall devote all time necessary to perform such duties.

11. Evaluation. The Superintendent/President shall be evaluated annually by the Board in accordance with applicable Board Policy. This evaluation shall be based upon the Superintendent/President's goals and objectives as agreed by the Superintendent/President and the Board and carried out pursuant to Bylaw No. 1680 of the District. The Superintendent/President and the Board shall agree on a timeline for the evaluation process. A failure to timely or properly evaluate the Superintendent/President shall not extend the term of this Agreement nor constitute a violation of this Agreement. A failure to evaluate the Superintendent/President shall not preclude the Board from giving notice of termination in accordance with Section 14 of this Agreement.

12. Expense Allowance. The District shall reimburse the Superintendent/President 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 Superintendent/President 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 the Superintendent/President a credit card for District-related expenditures.

13. Other Expenses. The Superintendent/President shall also receive a monthly allowance in the amount of one thousand dollars (\$1,000.00), to cover expenses incurred with respect to the Superintendent/President's use of his personal automobile to facilitate the performance of his duties, reimbursement for the acquisition and use of travel and home communication equipment and/or services, including but not limited to a mobile phone, facsimile, computer, phone line, or internet service, and other expenses incurred in connection with the Superintendent/President's performance of his duties on behalf of the District. There shall be a monthly review (or such other period of time as the parties agree) with the President of the Board of Trustees of all expenses incurred by the Superintendent/President pursuant to this Agreement, to insure transparency on expenses and to fulfill the Board's fiduciary responsibilities.

14. Liability for Taxes. Notwithstanding any other provision of this Agreement or Agreements referenced herein, the District shall not be liable for any state or federal tax consequences to the Superintendent/President, any designated beneficiary hereunder, the heirs, administrators, executors, successors and assigns of the Superintendent/President. The Superintendent/President shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold the District harmless from such tax consequences.

15. Termination.

A. Mutual Consent. This Agreement may be terminated by the mutual agreement of the parties in writing at any time.

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 the Superintendent/President in accordance with Education Code section 72411 and other applicable law.

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 thirty (30) days prior written notice. In consideration for exercise of this right, the District shall pay to 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 the difference between Superintendent/President's gross monthly salary at the salary rate in effect during his last month of service. In addition, the Superintendent/President 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 the Superintendent/President is entitled to the above described payment, or until the Superintendent/President finds other employment which provides health and welfare benefits, whichever occurs first. The parties agree that this paragraph is to be construed 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 the Superintendent/President resulting from the contract's termination without cause. These liquidated damages represent the Superintendent/President's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Superintendent/President's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the Superintendent/President will be foreclosed from bringing any action or proceeding of any nature against the District.

vs. 6 months

D. Termination for Cause. The Board may terminate the Superintendent/President's contract at any time for cause. If the Board determines, at its sole discretion, that there is cause to terminate the Superintendent President's employment with the District, it may do so upon thirty (30) days written notice to the Superintendent President. The notice shall include a statement of the cause for termination, and shall notify the Superintendent President that s/he may respond to the Board, orally or in writing, regarding the causes. Any such response shall be made to the Board not less than five, but not more than ten, days following the date of the notice. Thereafter the Board's decision regarding dismissal will be determinative.

16. 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.

17. 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.*

18. 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.

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

20. 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.

21. No Assignment. This is an agreement for personal services the Superintendent/President may not assign or transfer any rights granted or obligations assumed under this Agreement.

22. 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.

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

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

25. 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.

SUPERINTENDENT/PRESIDENT

Dated: _____

PASADENA AREA COMMUNITY COLLEGE DISTRICT

By: _____

Dated: _____

I accept this offer of employment and agree to comply with the conditions set forth herein. I will fulfill all the duties of employment as Superintendent/President the Pasadena Area Community College District.

Dated: _____

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