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**PALOMAR COMMUNITY COLLEGE DISTRICT  
ASSISTANT SUPERINTENDENT/VICE PRESIDENT  
EMPLOYMENT CONTRACT**

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This employment contract (hereinafter referred to as the “Agreement”) is made and entered into this twenty-fifth day April of by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the “Board” and “District”) **Jack S. Kahn, Ph.D.** (hereinafter referred to as the “Employee”).

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Assistant Superintendent/Vice President, Instruction** (hereinafter referred to as “Position”).

**NOW, THEREFORE**, the parties mutually agree as follows:

- 1. EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is a member of the Administrative Team as described in the Administrative Team Handbook adopted by the Board, an academic employee as defined by 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). The Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
- 2. STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code section 72411(a). Employee understands upon Employee’s execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2018, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee’s employment in Position and this Agreement will terminate effective June 30, 2019, without further action by the Board, subject to the provisions of paragraph 3.
- 3. RETREAT/RETURN RIGHTS.** If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another administrator or non-administrator education position in the District, such Employee may have the right to return to such position upon the expiration of this Agreement provided that Employee is not termination for cause.

4. **TERM.** The term of this Agreement shall begin on **July 1, 2017**, and continue through and including **June 30, 2019** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual, written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize the renewal or extension of this Agreement for a term of more than twenty-nine (29) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program, or other monies not in the District's unrestricted general fund, and if funding is discontinued, the Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of year in which the funding is not received.
5. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at Salary Grade 79/8 from July 1, 2017 through June 30, 2018 and salary grade 79/9 from July 1, 2018 through June 30, 2019, and a \$117.66 monthly doctoral stipend. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
6. **CREDITABLE COMPENSATION LIMIT.** Employee's creditable compensation that may be counted towards California State Teacher's Retirement System (CalSTRS) retirement benefits is limited as explained in the CalSTRS April 11, 2017 Employer Information Circular, a true and correct copy of which is attached hereto as Exhibit 1, and incorporated herein by reference. Employee is a CalSTRS 2% at 62 Defined Benefit Program Member. The compensation limit for Employee for the period July 1, 2017 through June 30, 2018 is \$143,082. For all subsequent fiscal years covered by Agreement, the compensation limit is adjusted annually and will be announced in subsequent CalSTRS Employer Information Circulars.
7. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement. The Board reserves the right to reassign the Employee at any time during the term of this Agreement to another educational or student services administrative Position within the District. Reassignment during the term of this Agreement solely for discretionary reasons will not result in a reduction of the Employee's compensation during the term of this Agreement. Reassignment will be made in compliance with the California Education Code and the Administrative Handbook.

8. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
9. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Association Handbook as adopted by the Board
10. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular educational administrators for which they are eligible under the terms of the Administrative Team Handbook. The District shall also provide Employee with a \$100.00 monthly cell phone stipend and a \$500.00 monthly executive expense stipend, for a net amount of \$600.00 per month after applicable state and federal taxes on the stipends are withheld. These stipends are not considered creditable compensation under CalSTRS.
11. **TRAVEL.** Necessary and reasonable transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
12. **SERVICE CLUBS AND COMMUNITY ORGANIZATIONS.** The Board authorizes payment of dues and meals for meetings of one service or community organization. Funds shall be allocated to the appropriate expense accounts in the annual budget approved by the Governing Board.
13. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.
14. **MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

The District agrees to pay Employee the lump sum cash payment (“Severance Pay”), less legally required for authorized deductions except contributions to CalSTRS, within fifteen (15) days of the effective date of termination.

In exchange for and as a condition to receipt of the Severance Pay, Employee shall execute a release and waiver, in a form acceptable to the legal counsel for the District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

**15. TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.**

The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term “cause” is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District’s mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board. In the event of a termination of Agreement for cause, the provisions of Section 13 of Agreement shall not apply.

**16. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**

- (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
- (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
- (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.

- (d) “Abuse of office or position” is defined in Government Code section 53243.4 to mean either of the following:
  - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
  - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
- 17. **MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.
- 18. **RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.
- 19. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
- 20. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
- 21. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
- 22. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
- 23. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

- 24. TERMINATION OF FORMER EMPLOYMENT CONTRACT IN INSTRUCTIONAL DEAN POSITION.** Employee is currently employed as a Senior Educational Administrator in a Dean, Instructional Position pursuant to a written employment contract for the term July 1, 2016 through June 30, 2018. Employee had been previously employed as a Senior Educational Administrator in the Dean, Instructional Position on a permanent basis pursuant to successive employment contracts from July 15, 2013 through and including June 30, 2015. Upon execution of this Agreement and adoption of Agreement by the Governing Board, all such prior employment contracts between the District and Employee as a Senior Administrator are hereby terminated.

*[Signatures on following page]*

**ACCEPTANCE OF  
ASSISTANT SUPERINTENDENT/VICE PRESIDENT  
EMPLOYMENT CONTRACT**

I have reviewed this Assistant Superintendent/Vice President Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Joi Lin Blake, Secretary to the Governing Board

Copy: Employee

# **EXHIBIT 1**



**FISCAL YEAR 2017-18  
CREDITABLE COMPENSATION LIMIT FOR  
DEFINED BENEFIT CALSTRS 2% AT 62 MEMBERS  
AND  
CASH BALANCE PARTICIPANTS SUBJECT TO PEPPRA**

The purpose of this circular is to inform employers of the 2017-18 fiscal year limit on creditable compensation for CalSTRS 2% at 62 Defined Benefit Program members and Cash Balance Benefit Program participants subject to the California Public Employees' Pension Reform Act of 2013 (PEPPRA).

The creditable compensation limit applies to compensation creditable to the Defined Benefit (DB), Defined Benefit Supplement (DBS) and Cash Balance (CB) Benefit programs.

PEPPRA limits creditable compensation that may be counted toward CalSTRS retirement benefits for CalSTRS 2% at 62 DB members and CB participants subject to PEPPRA. Education Code sections 22119.3 and 26139.5 specify the compensation limit shall not exceed 120 percent of the "contribution and benefit base" as determined under Section 430(b) of the Social Security Act (42 U.S.C. Sec. 430(b)) on January 1, 2013. The compensation limit is adjusted annually based on changes to the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the month of February, rounded to the nearest thousandth, with the adjustments becoming effective annually on July 1.

**The compensation limit for CalSTRS 2% at 62 DB members and CB participants subject to PEPPRA effective July 1, 2017, through June 30, 2018, is \$143,082.**

If you have an employee who will earn compensation in excess of this limit, please contact your CalSTRS Member Account Services representative for reporting instructions. Employer and member contributions to the DB, DBS and CB Benefit programs should not be taken on the excess amount.

If you have any questions regarding this circular, please contact your CalSTRS Member Account Services representative.