

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN
THE GOVERNING BOARD OF THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
AND DR. RAMALINGUM ("RAJEN") VURDIEN
AS SUPERINTENDENT/PRESIDENT OF THE DISTRICT**

This Amended Agreement is made effective the 1st day of July, 2016, by and between the Governing Board of the Pasadena Area Community College District ("District" or "Board") and Dr. Ramalingum ("Rajen") Vurdien ("Superintendent/President" or "Dr. Vurdien"). This Agreement amends and supersedes the parties' Employment Agreement dated July 1, 2015.

1. Term. The District hereby employs Dr. Vurdien beginning July 1, 2015 and terminating on June 30, 2018, subject to the terms and conditions set forth below.
2. Salary. Beginning July 1, 2016, Dr. Vurdien's annual salary shall be \$293,000.00 for the remainder of the term of this Agreement. The salary shall be payable in approximately equal monthly installments. The salary shall be prorated in any year in which Dr. Vurdien works less than a full year. The Board retains the right to increase Dr. Vurdien'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. Tax Sheltered Annuity. Beginning in July 2016, and for the remainder of the term of this Agreement, the District shall contribute \$5,000.00 annually into a tax sheltered annuity on behalf of Dr. Vurdien. This contribution is in addition to Dr. Vurdien's salary and shall be made in 10 equal installments of \$500.00. If Dr. Vurdien works less than a full year, no annuity contribution will be made for any month in which he does not work the entire month for the District. The tax sheltered annuity shall be selected by Dr. Vurdien and must be qualified under section 403(b) of the Internal Revenue Code, and all contributions thereto are subject to the provisions and limitations of the Internal Revenue Code and other federal and state laws and regulations. Dr. Vurdien recognizes that contributions to a tax sheltered annuity may not be deemed creditable compensation for purposes of retirement.
4. Benefits. Dr. Vurdien 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. Vurdien 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. Vurdien 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. Vurdien 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. Vurdien will be absent on vacation for more than ten working days, Dr. Vurdien 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. Vurdien's salary.

6. 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. Dr. Vurdien is not entitled to receive overtime compensation.

7. Duties and Responsibilities. Dr. Vurdien, 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. Vurdien shall use his best efforts and shall devote all time necessary to perform such duties.

8. Evaluation. Dr. Vurdien shall be evaluated annually by the Board in accordance with applicable Board Policy or Bylaw. This evaluation shall be based upon Dr. Vurdien's goals and objectives as agreed by Dr. Vurdien and the Board and carried out pursuant to Bylaw No. 2435 of the District. Dr. Vurdien and the Board shall agree on a timeline for the evaluation process. If no agreement is reached on a timeline for the evaluation, the Board shall establish the timeline for the evaluation process. A failure to timely or properly evaluate Dr. Vurdien shall not extend the term of this Agreement or constitute a violation of this Agreement. A failure to evaluate Dr. Vurdien shall not preclude the Board from giving notice of termination in accordance with Section 9 of this Agreement.

9. Expenses. The District shall reimburse Dr. Vurdien 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. Vurdien 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. Vurdien 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. 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. Vurdien 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. Vurdien shall, in writing, remind the Board of the District's obligation to give written notice pursuant to this subparagraph. Failure by Dr. Vurdien 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 Superintendent/President, for the remainder of the unexpired term of this contract or for six (6) months, whichever is less, a monthly sum equal to Dr. Vurdien's gross monthly salary at the salary rate in effect during his last month of service. In addition, Dr. Vurdien 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. Vurdien is entitled to the above described payment, or until Dr. Vurdien 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. Vurdien resulting from the contract's termination without cause. These liquidated damages represent Dr. Vurdien's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Dr. Vurdien's employment with the District. The parties recognize that upon payment of the liquidated damages sum, Dr. Vurdien will be foreclosed from bringing any action or proceeding of any nature against the District.
- D. Termination for Cause. The Board may terminate Dr. Vurdien's contract at any time for cause. If the Board determines, at its sole discretion, that there is cause to terminate Dr. Vurdien's employment with the District, it may do so upon 30 days' written notice to Dr. Vurdien. The notice shall include a statement of the cause for termination, and shall notify Dr. Vurdien 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 issuance of the written notice of termination. Thereafter the Board's decision regarding dismissal will be determinative. The right to respond to the Board is Dr. Vurdien's exclusive right to any hearing or process if the Board invokes the termination provisions of this subparagraph.
- E. Reimbursement of Cash Settlement: Regardless of the term of this Agreement, if the Agreement is terminated, any cash settlement paid to Dr. Vurdien upon termination shall be fully reimbursed to the District by Dr. Vurdien if Dr. Vurdien is convicted of a crime involving an abuse of office or position.

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.

13. 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.

15. 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.

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

17. 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.

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

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

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.

SUPERINTENDENT/PRESIDENT

By: 

Dated: 7/6/20/16

PASADENA AREA COMMUNITY COLLEGE DISTRICT

By: 

Dated: 7/6/20/16