



**MONTEREY PENINSULA COMMUNITY COLLEGE DISTRICT**

**EMPLOYMENT AGREEMENT**

This agreement ("Agreement") is made and entered into by and between the Monterey Peninsula Community College District ("District"), acting by and through its Governing Board ("Board"), and Kiran Kamath ("Vice President").

**WITNESSETH**

- 1. Term of Employment.** Vice President is hereby employed in the position of Vice President of Academic Affairs for the period commencing on July 1, 2016 and ending on June 30, 2019, subject to earlier termination pursuant to the terms of this Agreement.
- 2. Salary.** Vice President's monthly salary shall be \$11,942.00 or annual salary of \$143,304 which represents Vice President Row, Step 5 on the Administrative Salary Schedule. Vice President's salary shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions.
- 3. Stipends.** Vice President will also receive a stipend equal to 5% of Vice President's salary for serving on one or more District negotiating team(s). The stipends shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes.
- 4. Health Benefits.** Vice President shall receive the same health and welfare benefits provided to all other administrative personnel.
- 5. Car Allowance.** District will provide a \$200.00 per month car allowance to Vice President. The allowance shall be payable in twelve (12) approximately equal monthly payments, less applicable taxes and deductions. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.
- 6. Personal Expense Allowance and Reimbursement.** The District will provide a \$200.00 per month "personal expense allowance" to the Vice President. As with the salary installments, this amount will be payable on the normal payroll date of each calendar month. This "personal expense allowance" is intended to cover necessary expenses incurred in the course and scope of employment related to expenses incurred with travel in the district, including food and other travel expenses. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

The District shall reimburse Vice President for actual and necessary expenses incurred within the course and scope of Vice President's employment, so long as such expenses are consistent with this Agreement and District practices, and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, Vice President shall submit and complete expense claims in writing prior to reimbursement in accordance with the District's policies, rules and regulations.

**7. Cell Phone Allowance.** In lieu of any reimbursement for the work-related use of a personal cell phone, the District shall pay Vice President an allowance for the use of her personal cell phone for District business at the rate of \$100.00 dollars per month. This allowance shall be treated as salary for tax purposes but shall not be treated as creditable compensation for CalSTRS purposes.

**8. Work Year.** The work year for Vice President shall be a twelve month year.

**9. Vacation.** Vice President may take up to twenty-two (22) days of vacation during the work year, which may be taken at any time agreeable to both parties. Vacation may not be earned after forty-four (44) unused days have accumulated. Board Policy 5575 shall apply to vacation. In the event of termination of employment, Vice President shall be entitled to compensation for earned and unused vacation, but in no case, to exceed 44 days.

**10. Sick Leave.** In addition to any accrued sick leave forwarded from another California public school or community college district under Education Code section 87782, Vice President shall accrue sick leave at the rate of twelve (12) days per contract year.

**11. Other Leave.** Per Board Policy 5580, Vice President may also take an additional ten (10) days per year beyond the normal vacation for study, travel, and general professional improvement. Leave under this policy is non-cumulative and must be taken within the year in which it is earned. In no event shall any unused portion of this leave be subject to payment.

**12. Duties/Responsibilities.** Vice President shall competently perform all of Vice President's duties in accordance with the job description; applicable laws, rules, regulations and Board policies; and such other duties as may be assigned by the Superintendent/President. During the term of this Agreement, Vice President may be assigned or reassigned to any duties or positions for which Vice President possesses the minimum qualifications required by law. However, reassignment pursuant to this section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation or benefits during the term of this Agreement.

**13. Evaluation.** The Superintendent/President may evaluate and assess in writing the performance of Vice President at any time, and shall do so at least once a year during the term of this Agreement.

**14. Termination.** District and Vice President agree to the following provisions:

A. Mutual Consent. This Agreement may be terminated at any time by mutual consent of District and Vice President.

B. Resignation. Vice President may resign at any time by giving sixty (60) days written notice to the Superintendent/President. This Agreement shall terminate on the date the resignation is effective.

C. Non-renewal of Agreement by District. District may elect not to renew this Agreement for any reason by providing six (6) months written notice to Vice President in accordance with Education Code section 72411.

D. Termination for Cause. The Board may terminate Vice President for: (1) breach of this Agreement; (2) unsatisfactory performance; (3) unprofessional, immoral or dishonest conduct with regard to Vice President's employment; (4) insubordination; or (5) conviction of a sex offense as defined in Education Code section 87010, conviction of a drug offense as defined in Education Code section 87011, or conviction of a crime involving moral turpitude as defined by law.

The existence of cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with Vice President and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes support the termination. If Vice President disputes the charges, Vice President shall then be entitled to a conference before the Board in closed session. Vice President and the Board shall each have the right to be represented by counsel at their own expense. Vice President shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents Vice President believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide Vice President with a written decision. The decision of the Board shall be final.

Vice President's conference before the Board shall be deemed to satisfy Vice President's entitlement to due process of law and shall be Vice President's exclusive right to any conference or hearing otherwise required by law. Vice President waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts Vice President's administrative remedies and then authorizes Vice President to contest the Board's determination in a court of competent jurisdiction.

E. Disability of Vice President. Upon expiration of Vice President's sick leave entitlement and upon written evaluation by a licensed physician designated by the District indicating the inability of Vice President to perform the essential functions of the position as a result of a physical or mental disability, with or without reasonable

accommodation, this Agreement may be immediately terminated by the Board upon written notice to Vice President.

F. Termination for Unlawful Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Vice President has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Vice President solely upon written notice to Vice President and Vice President shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

G. Abuse of Office Provisions. In accordance with Government Code section 53243 et. seq., and as a separate contractual obligation, should Vice President receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by Vice President if Vice President is convicted of a crime involving an abuse of office or position. In addition, if the District funds the criminal defense of Vice President against charges involving abuse of office or position and Vice President is then convicted of such charges, Vice President shall fully reimburse the District all funds expended for Vice President's criminal defense.

**15. Tax/Retirement Issues.** The District has made no representations or warranties regarding any tax or retirement consequences of this Agreement. All tax and retirement consequences of this Agreement shall be borne exclusively by Vice President. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement, including any benefits provided to Vice President or any designated beneficiary, heirs, administrators, executors, successors or assigns of Vice President. Vice President shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. Vice President agrees to defend, indemnify and hold the District harmless from all related state, federal and employment tax consequences and retirement consequences of this Agreement.

**16. Management Hours.** The demands of Vice President's position require more than eight (8) hours a day and/or forty (40) hours per work week. Vice President is not entitled to overtime compensation for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

**17. Application of Board Policy.** Unless otherwise specified in this Agreement, Governing Board policies for Management, Supervisory, and Confidential Employees (Series 5500) shall also apply to the Vice President.

**18. General Terms.**

A. Integration. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.

B. Severability. If one or more of the provisions of this Agreement are declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

C. Modification. No change to the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

D. Construction of Agreement. This Agreement shall not be construed more strongly in favor or against either party regardless of which party is responsible for its preparation.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

F. 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.

G. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's governing board at a regular meeting in open session as required by law.

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

I. Execution of Other Documents. The parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

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

In witness thereof, the Monterey Peninsula Community College District of Monterey County, State of California, has caused its name to be signed by its Governing Board

Chair, and its Superintendent/President, both of whom are duly authorized, and Vice President has signed his/her name signifying acceptance of the terms of this agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Rick Johnson, Chair, Governing Board  
Monterey Peninsula Community College District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dr. Walter Tribley, Superintendent/President  
Monterey Peninsula Community College District

By: Kiran Kamath Date: 6-21-2016  
Ms. Kiran Kamath, Vice President for Academic Affairs

cc: Personnel File