

KERN COMMUNITY COLLEGE DISTRICT

REASSIGNMENT/RETIREMENT AGREEMENT

THOMAS J. BURKE

This Reassignment/Retirement Agreement (“Agreement”) is made and entered into by and between Thomas J. Burke (“Mr. Burke”) and the Kern Community College District (“District”) and is dated June 10, 2021, for reference purposes.

AGREEMENT

1. **Resignation as Chancellor.** Mr. Burke is employed as Chancellor pursuant to an employment agreement dated December 15, 2016, for reference purposes (“Employment Agreement”). Mr. Burke hereby resigns as Chancellor effective June 30, 2021. As of the date of Mr. Burke’s resignation as Chancellor, the Employment Agreement between the District and Mr. Burke shall be of any further force or effect.

2. **Deputy Chancellor.** Mr. Burke agrees to serve in the position of Deputy Chancellor commencing July 1, 2021 and terminating December 30, 2021. Mr. Burke’s employment as Deputy Chancellor shall be in accordance with the Deputy Chancellor employment agreement attached as Exhibit A.

3. **Resignation from Employment for Purposes of Retirement.** Mr. Burke hereby resigns and terminates his employment relationship with the District effective at the close of business on December 30, 2021. By approval of this Agreement, District accepts Mr. Burke’s resignation of employment.

4. **Employment of a New Chancellor.** The District desires to hire a new Chancellor whose term will commence July 1, 2021. Mr. Burke agrees that the District may employ a new Chancellor effective July 1, 2021.

5. **Vacation.** In January 2022, the District will pay Mr. Burke for all unused, accumulated vacation days as of December 30, 2021.

6. **One Time Payment.** District agrees to pay Chancellor a one-time, off schedule bonus equal to three percent (3%) of his current annual salary. This payment shall be made on the same terms and conditions applicable to all other staff.

7. **403b Payment.** As required by Chancellor’s current employment agreement, District shall pay into Chancellor’s 403b account, an amount equal to six percent (6%) of his salary at the salary rate in effect in January 2021. This payment shall be made within thirty (30) calendar days of board approval of this Agreement.

8. **Sick and Vacation Leave.** As of March 31, 2021, Mr. Burke has 2072.5 hours (259.06 days) of accumulated, unused sick leave. Mr. Burke will continue to accumulate sick leave and vacation consistent with District policies until his resignation.

9. **District Technology Devices.** Mr. Burke will return all District property, including all technology devices and keys prior to the effective date of his resignation.

10. **Health and Welfare Benefits.** Mr. Burke will continue to receive his current District contribution toward health and welfare benefits until the effective date of his resignation.

11. **COBRA.** When required by law, Mr. Burke shall have the right, to the extent provided by law, under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), to purchase health benefits from the District, at his sole cost and expense, by making all required payments in advance and complying with all requirements imposed by the District’s benefit providers and law.

12. **Retiree Health Benefits.** Mr. Burke shall be entitled to retiree health benefits consistent with District policies; in addition, he may elect to purchase health benefits from the District at his sole cost and expense, as permitted by Education Code section 7000.

13. **Indemnity.** Notwithstanding any provision in this Agreement to the contrary, and notwithstanding Mr. Burke’s resignation of employment from the District, the District shall indemnify and defend Mr. Burke for acts and omissions made in good faith in the course and scope of his employment to the extent required by law.

14. **Chancellor Emeritus.** The District will recognize and honor Mr. Burke’s service to the District by conferring upon him the designation of Chancellor Emeritus. This is an honorary designation only and shall not be compensated nor shall it make Mr. Burke an employee of the District.

15. **Dispute Resolution.** If any dispute, disagreement or alleged violation of this Agreement arises, the party alleging a violation of this Agreement shall provide notice to the other party with specific information about the alleged violation, including relevant documents and witnesses in support of the alleged violation. The parties agree that any dispute, disagreement or alleged violation of this Agreement shall be referred to a third-party mediator for resolution. The mediator shall be selected by mutual agreement of the parties or, if the parties cannot agree on a mediator, by obtaining a list of mediators supplied by the California State Mediation and Conciliation Service and engaging in a striking process to arrive at the selection of a mediator. Unless the parties agree otherwise in writing, mediation shall be considered a mandatory prerequisite to any party filing any action or proceeding alleging a violation of this Agreement.

16. **Tax/Retirement Issues.** The District makes no representations or warranties with respect to the tax or retirement issues associated with this Agreement. The District shall not be liable for any state, federal or employment tax consequences or any retirement related consequences as a result of this Agreement. Mr. Burke assumes sole responsibility and liability for all state, federal and employment tax consequences and all retirement consequences flowing from this Agreement.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action brought pursuant to this Agreement shall be in the superior courts of Kern County, California.

18. **Independent Review.** The parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including with respect to employment, tax and retirement consequences. The parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted.

19. **Fees and Costs.** Each of the parties to this Agreement shall bear its own costs, expenses and attorneys' fees.

20. **Integration.** Each party represents that, in executing this Agreement, the party does not rely upon and has not relied upon any representation, promise, or statement not expressly contained in this Agreement and that the party has conferred with his or its own attorney with regard to the basis or effect of this Agreement.

21. **Entire Agreement.** This Agreement, together with the Educational Administrator Employment 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 these Agreements. All prior understandings, terms, and conditions are deemed merged into this Agreement.

22. **Voluntary Agreement.** Mr. Burke represents that he has read this Agreement in full and understands and voluntarily agrees to all of its provisions. Mr. Burke further declares that, prior to signing this Agreement, he availed himself of relevant data, through sources of his own selection, including legal representation, in deciding whether to execute this Agreement.

23. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties. No provision of this Agreement may be waived unless by writing signed by all parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision. Further, this Agreement may be modified or amended only by written agreement signed by all of the parties hereto.

24. **Severability.** If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

25. **Interpretation.** This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by both parties. Any uncertainty or ambiguity shall not be interpreted against any one party.

26. **Execution.** This Agreement may be executed as one or more counterparts, and each such counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic scan or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

27. **District Defined.** The term “District” includes the Kern Community College District, current and former members of its Governing Board, its current or former officials, agents, officers, attorneys, successors, predecessors, insurers, and employees.

28. **No Precedent.** The parties acknowledge and agree that this Agreement shall not be construed as establishing a precedent or past practice that would require the District to offer such agreements under like circumstances in the future to other similarly situated employees.

29. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A photocopy or electronic scan, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted electronically or by facsimile shall be deemed original signatures.

30. **Board Approval Required.** This Agreement is contingent upon approval by the District’s Governing Board.

EMPLOYEE

DISTRICT



Thomas J. Burke
Chancellor

Romeo Agbalog, President
Kern Community College Board of Trustees

Dated: June 10, 2021

Dated: June 10, 2021

EXHIBIT A

KERN COMMUNITY COLLEGE DISTRICT

DEPUTY CHANCELLOR ANNUAL SALARY SCHEDULE

Step 1	Step 2	Step 3	Step 4
\$325,000	\$325,000	\$325,000	\$325,000

Effective July 1, 2021