

**EMPLOYMENT AGREEMENT**  
Vice President/Deputy Superintendent  
Ohlone Community College District

THIS AGREEMENT is made this 1<sup>st</sup> day of July, 2005, by and between the Governing Board of the Ohlone Community College District, herein referred to as "District," and Deanna M. Walston, herein referred to as "Deputy Superintendent."

1. **Term.**

District hereby employs Deputy Superintendent as the Vice President of Administration and Information Technology/ Deputy Superintendent, a classified/academic administrative management position, or in an equally responsible position for a period of three (3) years, beginning July 1, 2005, and terminating on June 30, 2008, subject to the terms and conditions set forth below.

2. **Salary.** The Deputy Superintendent's initial annual salary shall be \$153,969 per year, all payable in twelve (12) equal monthly payments.

The Board reserves the right to change the Deputy Superintendent's salary for any year or any portion of a year of this contract with the mutual written consent of the Deputy Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

The amount of the Deputy Superintendent's salary will be reviewed by the Board of Trustees each year after an annual evaluation by the Superintendent/President, as provided for in Paragraph 4, is completed.

3. **Deputy Superintendent's Duties.**

All powers and duties delegated to the Deputy Superintendent are to be executed in accordance with the policies adopted by the Board, and all policies and regulations adopted by the Board of Trustees will apply to the Deputy Superintendent. The Deputy Superintendent shall carry out his/her assigned duties under the direction of the Superintendent/President.

4. **Evaluation.** The Superintendent/President may evaluate and discuss the performance of the Deputy Superintendent at any time during the term of this Agreement. A minimum of one written evaluation will occur no later than December 1 of each year of this Agreement. The process for this evaluation will be developed by the Superintendent/President. When the Superintendent/President evaluates the Deputy Superintendent in writing, the written evaluation shall be placed in the Deputy Superintendent's personnel file. The Deputy Superintendent shall then have ten (10) days from receipt of the evaluation to respond in writing to the evaluation.

5. **Termination of Contract**

- a. **Mutual Consent**. This Agreement may be terminated at any time by mutual consent of the Board and the Deputy Superintendent upon thirty (30) days prior written notice.
- b. **Nonrenewal of Agreement by the District**. The Governing Board may elect not to renew this Agreement for any reason by providing the Deputy Superintendent with sixty (60) days written notice prior to the expiration of this Agreement, in accordance with Education Code sections 72411 and 72411.5. If the Board fails to provide written notice of termination, renewal, or extension of the Agreement at least sixty (60) days prior to the expiration of this Agreement, the Deputy Superintendent shall be deemed to be reemployed for another term of one year with all other terms and conditions remaining unchanged.
- c. **Termination of Deputy Superintendent for Cause**. The Deputy Superintendent's status as Deputy Superintendent, and all of the Deputy Superintendent's rights under this Agreement, may be terminated by the Board at any time for, but not limited to, breach of contract; any ground enumerated in the Education Code; or the Deputy Superintendent's failure to perform his/her responsibilities as set forth in the Agreement, as defined by law or Board policies, or as specified in the Deputy Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (c) until a written statement of the grounds of termination has first been served upon the Deputy Superintendent. The Deputy Superintendent shall then be entitled to a conference with the Board, at which time the Deputy Superintendent shall be given a reasonable opportunity to address the Board's concerns. The Deputy Superintendent shall have the right to have a representative of his/her choice at the conference with the Board. The conference with the Board shall be the Deputy Superintendent's exclusive right to any hearing otherwise required by law.
- d. **Early Termination**. The Board unilaterally and without cause may terminate this Agreement and the Deputy Superintendent's status as Deputy Superintendent and may reassign the Deputy Superintendent to any available position which the Deputy Superintendent is qualified to perform and y-rated at the current salary, by providing the Deputy Superintendent a minimum of forty-five (45) days notice of termination and/or reassignment. In consideration of the Board's right to terminate this Agreement without cause, the District shall pay to the Deputy Superintendent his/her then current salary for a period of six (6) calendar months following the effective date of termination. If the Deputy Superintendent elects not to accept the position to which the Deputy Superintendent has been reassigned, the Deputy Superintendent may resign and elect to receive the Deputy Superintendent's then current monthly salary for a period of six (6) calendar months following the effective date of termination. Under no circumstances shall the maximum cash settlement and any non-cash benefit provided to the Deputy

Superintendent exceed the statutory maximum amounts set forth in Government Code Sections 53260 and 53261.

6. **Fringe Benefits.** The Deputy Superintendent shall be entitled to receive the same District-paid benefits as provided to other administrative/management employees of the District, including, but not limited to, health, dental, vision, group term life insurance, and disability insurance. Deputy Superintendent's portion of the cost for all fringe benefits, including medical, dental, vision, group term life insurance, is deducted monthly from the Deputy Superintendent's salary. The Deputy Superintendent's portion of the premium cost for benefits will be deducted monthly from the Deputy Superintendent's salary.

Upon retirement by the Deputy Superintendent and for a period of ten (10) years or until age seventy (70), whichever comes first, the Deputy Superintendent retiree will be entitled to fully paid medical benefits coverage for the Deputy Superintendent retiree only to the same extent provided full-time academic administrative management employees. Upon reaching age 65, the Deputy Superintendent retiree will use any of his/her eligible Medicare supplemental insurance toward one of the District plans, with the District paying any difference for such District plan.

If the Deputy Superintendent retiree permanently resides outside the service area of the District provided medical plans and who, therefore, is unable to utilize the service of any of the District medical plans, he/she may contract for medical insurance coverage as to himself/herself only which is available in the geographical location of his/her residence, and then elect to have the District, upon receipt of proof of insurance coverage having been obtained, contribute an amount up to but not to exceed that which is the same amount as other retirees receiving early retiree benefits, whichever is the lesser amount.

The Deputy Superintendent retiree may have the option of paying the premium to cover his/her spouse/dependent during the Deputy Superintendent retiree's participation in this program.

This retiree medical benefit coverage will cease upon any one of the following occurring: 1) the Deputy Superintendent retiree is employed by another employer who offers medical benefits to its employees; or 2) the Deputy Superintendent retiree dies or otherwise terminates his/her participation in the program.

7. **Sick Leave.** The Deputy Superintendent shall be allocated twelve (12) days of sick leave annually.
8. **Vacation.** The Deputy Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, except that he/she shall be entitled to twenty two (22) working days of annual vacation with pay, exclusive of holidays as defined in Sections 79020 and 79021 of the Education Code and any other designated school holidays. After the Deputy Superintendent has accumulated forty four (44) unused vacation days, he/she shall not

earn any additional vacation until he/she has reduced the number of accrued but unused vacation days below the forty four (44) day cap. The Deputy Superintendent shall accrue 1.8334 days per month until the forty four (44) day limit has been accrued.

Upon termination or expiration of this Agreement, the Deputy Superintendent shall be entitled to compensation for unused and accrued vacation days, at his/her current salary rate. The Board reserves the right to direct the Deputy Superintendent to use accrued vacation so that no more than forty four (44) days remain upon termination of this Agreement.

9. **Expense Reimbursement.** The District shall reimburse the Deputy Superintendent for actual and necessary expenses incurred by the Deputy Superintendent within the scope of his/her employment so long as such expenses are permitted by District policy or incurred with prior approval of the Board.

10. **General Provisions.**

a. **Governing Law and Venue.** This Agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that in the event of litigation, venue shall be the proper state or federal court located in Alameda County, California.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties and supercedes any prior agreements between them. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, expressed or implied, not contained in this Agreement.

c. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the parties.

d. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Board President  
Ohlone Community College District

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Name/Title