EMPLOYMENT AGREEMENT
Associate Vice President
Ohlone Community College District

THIS AGREEMENT is made this 1st day of July, 2005, by and between the Governing Board of the Ohlone Community College District, herein referred to as "District," and Ron S. Travenick, herein referred to as "Associate Vice President."

1. **Term**.

District hereby employs Associate Vice President to serve as the Associate Vice President of Student Services, an academic administrative management position, or in an equally responsible position for a period of one (1) year, beginning July 1, 2005, and terminating on June 30, 2006, subject to the terms and conditions set forth below.

2. **Salary**. The Associate Vice President's initial annual salary shall be $135,000 per year payable in twelve (12) equal monthly payments.

The Board reserves the right to prospectively change the Associate Vice President's salary for any year or any portion of a year of this contract with the mutual written consent of the Associate Vice President 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 Associate Vice President's salary will be reviewed by the Board of Trustees each year after an annual evaluation by the Superintendent/President or his/her designee, as provided for in Paragraph 4, is completed.

3. **Vice President's Duties.**

All powers and duties delegated to the Associate Vice President 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 Associate Vice President. The Associate Vice President shall carry out his/her assigned duties under the direction of the Vice President of Instruction/Deputy Superintendent.

4. **Evaluation**. The Superintendent/President or his/her designee may evaluate and discuss the performance of the Associate Vice President 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 or his/her designee. When the Superintendent/President or his/her designee evaluates the Associate Vice President in writing, the written evaluation shall be placed in the Associate Vice President's personnel file. The Associate Vice

President 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 Associate Vice President 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 Associate Vice President with sixty (60) days written notice prior to the expiration of this Agreement, in accordance with Education Code section 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 Associate Vice President shall be deemed to be reemployed for another term of one year with all other terms and conditions remaining unchanged.

c. **Termination of Associate Vice President for Cause**. The Associate Vice President's status as Associate Vice President, and all of the Associate Vice President'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 Associate Vice President'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 Associate Vice President'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 Associate Vice President. The Associate Vice President shall then be entitled to a conference with the Board, at which time the Associate Vice President shall be given a reasonable opportunity to address the Board's concerns. The Associate Vice President 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 Associate Vice President'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 Associate Vice President's status as Associate Vice President and may reassign the Associate Vice President to any available position which the Associate Vice President is qualified to perform and y-rated at the current salary, by providing the Associate Vice President 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 Associate Vice President his/her then current salary for a period of six (6) calendar months following the effective date of termination. If the Associate Vice President elects

not to accept the position to which the Associate Vice President has been reassigned, the Associate Vice President may resign and elect to receive the Associate Vice President'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 Associate Vice President exceed the statutory maximum amounts set forth in Government Code Sections 53260 and 53261.

6. **Fringe Benefits**. The Associate Vice President 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. The Associate Vice President's portion of the cost of benefits will be deducted monthly from his/her salary.

7. **Sick Leave**. The Associate Vice President shall be allocated twelve (12) days of sick leave annually.

8. **Vacation**. The Associate Vice President 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 Associate Vice President 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 Associate Vice President shall accrue 1.834 days per month until the forty four (44) day limit has been accrued.

   Upon termination or expiration of this Agreement, the Associate Vice President shall be entitled to compensation for unused and accrued vacation days, at his/her then salary rate. The Board reserves the right to direct the Associate Vice President 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 Associate Vice President for actual and necessary expenses incurred by the Associate Vice President 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

JLL: Ohlone CCD VP Employment Agreement