

**GOVERNING BOARD OF THE
OHLONE COMMUNITY COLLEGE DISTRICT
EMPLOYMENT AGREEMENT
SUPERINTENDENT/PRESIDENT**

This Agreement (the “Agreement”) is hereby made and entered into by and between the Ohlone Community College District, hereinafter referred to as “District,” and Dr. Eric Bishop, hereinafter referred to as “Superintendent/President.”

1. TERM OF EMPLOYMENT

The District hereby employs the Superintendent/President beginning July 1, 2021 and terminating on June 30, 2024 subject to the terms and conditions set forth below.

2. SALARY

Effective July 1, 2021 the Superintendent/President shall be employed as a full-time employee of the District with an annual salary of three hundred -eighty-six thousand, three - dollars and one cent- (\$386,003.01). This is an increase of 5.07% over the previous year’s base pay. The Superintendent/President’s salary shall be paid in twelve (12) equal payments.

The District’s Board of Trustees (hereafter “Board”) reserves the right to adjust the Superintendent/President’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 of this Agreement.

3. FRINGE BENEFITS

The Superintendent/President shall receive such health and welfare benefits to include medical, dental, vision and life insurance; employee assistance program and long-term disability benefits as are provided to the District’s management employees. This language will not be interpreted to provide the Superintendent/President with a “Me-Too” clause concerning any pay increases provided to management or other employee groups.

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4. DOCTORAL STIPEND

The Superintendent/President will receive a doctoral stipend in the amount of \$266.67 per month.

5. DUTIES AND RESPONSIBILITIES

The Superintendent/President is hired as an academic employee as defined in Education Code section 87001 subdivision (a), and an educational administrator as defined in Education Code section 87002 subdivision (b), and a management employee as defined by Government Code section 3540.1 subdivision (g). He will carry out duties consistent with this appointment as follows:

a. General Duties

The Superintendent/President shall perform the duties of District Superintendent/President and Chief Executive Officer as prescribed by the laws of the State of California, the board policies and administrative procedures of the District and the District's job description for the Superintendent/President, if any. The Superintendent/President shall have primary responsibility for the duties prescribed by the Education Code.

b. Personnel Matters

The Superintendent/President shall have responsibility for organizing, reorganizing and arranging the administrative and leadership staff, including academic affairs, student services, human resources and administrative services, which in his judgement best serve the District, subject to the approval of the Board.

The Superintendent/President shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including selection, assignment, transfer, and dismissal of employees.

c. Administrative Functions

The Superintendent/President, as Chief Executive Officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) endeavor to maintain and improve his professional competence by all available means; (5) establish and maintain positive community, staff, and Board relations; (6) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (7) recommend to the Board, District goals and objectives; (8) unless excused or unavoidably detained, attend all regular, special, emergency, and closed session meetings of the Board.

d. External Relations

The Superintendent/President shall represent the District before the public, and shall maintain both within and outside the District such a program of public relations as may serve to improve understanding and to keep the public informed as to the activities, needs, and results of the District. The Superintendent/President will act as the primary liaison with the local, state, and federal agencies and with local, state, and federal elected representatives. In performance of these duties, the Superintendent/President is encouraged to attend appropriate professional meetings at local, state, and national levels. The Superintendent/President shall periodically report to the Board his appraisal of such meetings.

As part of his duties, the Superintendent/President further will participate actively in community organizations, including but not limited to those representing the District's diverse community, and take part in activities intended to maintain or improve staff morale or cohesiveness.

Reasonable travel expenses incurred in the performance of these duties shall be reimbursed to the Superintendent/President in accordance with Section 12b of this Agreement and applicable District policy. Cost of membership and affiliated costs associated with membership in community and professional organizations shall be covered by the Special Allowance, as set forth in Section 10c of this Agreement.

6. SUPERINTENDENT/PRESIDENT PERFORMANCE OBJECTIVES

The Board will follow Board Policies 2430 and 2435 in the preparation of priorities and any performance objectives set for the Superintendent/President.

7. EVALUATION

The Board shall annually evaluate and assess in writing the performance of the Superintendent/President in accordance with the process outlined in Administrative Procedure 2435.

The evaluation and assessment shall be reasonable and related to the responsibilities, performance objectives and management style of the Superintendent/President.

The parties intend for the evaluation process to be collaborative and rigorous. It is understood that the primary function of the evaluation process is to promote on-going professional growth and excellence. The time-line for the evaluation process could be adjusted upon mutual agreement.

8. HOURS OF WORK

The Superintendent/President shall render twelve months of full and regular service to the District with the exception of vacations; District approved holidays, and approved leaves. The Superintendent/President understands and agrees that the demands of the position of Superintendent/President will require more than eight hours a day and 40 hours per week. The Superintendent/President is not entitled to receive overtime compensation.

9. VACATION

The Superintendent/President shall earn 2.5 days of vacation each month for a total of 30 days per year. The maximum accrual for vacation shall not exceed 60 days. All vacation must be scheduled at a time convenient to the Board and the operations of the District. At the time of separation, accumulated vacation up to the accrual cap, if any, will be paid at the current per diem rate of the Superintendent/President's salary.

10. SICK LEAVE

The Superintendent/President is entitled to 12 days of sick leave per year (one (1) day for each month worked). Sick leave can accrue without limit and is transferrable to another eligible institution upon the Superintendent/President's termination of employment with the District, or at the time of retirement, reported to the California State Teachers' Retirement System (STRS) or

the California Public Employees' Retirement System (PERS). In accordance with Education Code § 87782 the Superintendent/President can transfer to the District any available and accumulated sick leave from the college from which he is terminating employment. The transferred sick leave will become part of the Superintendent/President sick leave bank and is available for immediate use.

11. FLOATING HOLIDAYS AND DIVERSITY DAY

The District provides three (3) Floating holidays that do not accrue. One (1) of the floating holidays must be used during the winter holiday break. In addition, the District provides a "Diversity" day that can be used any time during the fiscal year. The Superintendent/President will be entitled to any other holidays as provided to college employees for the duration of this contract.

12. WORK RELATED EXPENSES

a. Automobile Allowance

The Superintendent/President is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of this position. To reimburse the Superintendent/President for this vehicle requirement, the District will provide the Superintendent/President a transportation allowance of \$533.33 each month.

b. Reimbursement for work-related expenses

The Superintendent/President shall be reimbursed for all documented, actual, and necessary expenses incurred because of the performance of job duties, including but not limited to, business-related travel (lodging, meals, parking, and tolls), membership in professional organizations and attendance at professional conferences; outside professional activities, and purchase of business-related supplies.

To the extent the Superintendent/President seeks to use District funds for any travel, conferences, or other events outside of California, he shall notify the Board before incurring the expense. In the case of travel, conferences, or other events within California, the Superintendent/President shall provide notice of projected travel on a quarterly basis to the Board President.

c. Special Expense Allowance

In addition to and not in lieu of the reimbursement for business expenses described in 12.b above, the District shall provide the Superintendent/President \$500.00 each month. This allowance is for costs associated with incidental, in-District public relations such as attendance at fundraising events, the costs of membership in local, community service organizations and other expenses related to the conduct of his office.

d. Technology Devices

The District may provide the Superintendent/President, in the District's sole discretion and at the District's expense, a laptop computer, and other related computer equipment. The District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such technology devices. All technology devices are the property of the District and the District shall have the right to control the access to, and use of, the technology devices through its policies and procedures.

e. Smart Phone Allowance

The District will provide the Superintendent/President a District-owned smart phone and shall provide the Superintendent/President \$100.00 each month for the purchase of any enhanced service needed for the Superintendent/President to maintain reliable cellular service at home in order to conduct business and be available to transact District business on evenings and weekends. The Superintendent/President shall return the District-issued smart phone upon completion of the term of this Agreement, unless it is renewed.

The Superintendent/President understands and agrees that all information contained on the phone related to the performance of the Superintendent/President's official duties constitute District public records, and that they may be subject to review and production in responding to Public Records Act requests.

13. LIABILITY FOR TAXES

Notwithstanding any other provision of this Agreement or Agreements referenced herein, the District shall not be liable for any state or federal tax consequences to the Superintendent/President, any designated beneficiary hereunder, the heirs, administrators, executors, successors and assigns of the Superintendent/President. The Superintendent/President shall assume sole liability for any state or federal tax consequences of this Agreement or any other related agreement and agrees to indemnify and hold the District harmless from such tax consequences.

14. OTHER EMPLOYMENT

Should the Superintendent/President apply for or become a candidate for any other position during the term of this Agreement, he shall provide timely notification to the Board Chair of his application or knowledge of his candidacy.

15. TERMINATION OF AGREEMENT

a. Mutual Consent

This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent/President upon 30 days prior written notice.

b. For Cause

The Board may terminate this Agreement for cause if the Superintendent/President has substantially and materially breached the terms of this Agreement or committed an act specified in Education Code Section 87732. Prior to exercising this option, the Board shall give the Superintendent/President 60 days of advance written notice of its intention to terminate this Agreement, which shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination or material breach or neglect to perform duties until the Superintendent/President has had an opportunity to meet with the Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. The opportunity to be heard shall be provided within 20 calendar days after being served the notice of the Board's intention. This hearing shall not be an evidentiary hearing, but the parties are expected to provide each other with reasonable explanation of their positions and either party may be accompanied at the hearing by an attorney. The hearing with the Board shall be the Superintendent/President's exclusive right to any hearing otherwise required by law.

Any decision to terminate for material breach or neglect to perform duties shall be effective upon the date determined by the Board, except that such date shall not be sooner than 60 days after the notice of termination is given to the Superintendent/President. In the event that the Superintendent/President is terminated for cause, all rights and obligations of the parties under this Agreement shall be deemed fully satisfied on the effective date of the termination and the Superintendent/President shall not be entitled to any further benefit under this Agreement, including but not limited to the benefit described in Section 12 below.

c. 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 the Superintendent/President for the remainder of the unexpired term of this Agreement or for 18 months, whichever is less, a monthly sum equal to the Superintendent/President's gross monthly salary at the salary rate in effect during his last month of service. In addition, the Superintendent/President 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 the Superintendent/President is entitled to the above described payment, or until the Superintendent/President finds other employment which provides health and welfare benefits, whichever occurs first. The parties agree that this paragraph is to be construed 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 the Superintendent/President resulting from the Agreement's termination without cause. These liquidated damages represent the Superintendent/President's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Superintendent/President's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the Superintendent/President will be foreclosed from bringing any action or proceeding of any nature against the District.

In exchange for and as a condition to receipt of the lump sum payment set out in this

subparagraph, Administrator shall execute a release and waiver, in a form acceptable to the legal counsel for District, releasing District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination. If Administrator does not execute a release and waiver, no lump sum payment is required and termination shall be effective nonetheless.

16. NOTICE OF NONRENEWAL OF AGREEMENT

Should the Board decide not to reemploy the Superintendent/President upon the expiration of the term of this Agreement, the Board shall notify him in writing at least 6 months prior to the expiration of the term or no later than March 15. Failure by the Board to timely notify the Superintendent/President of a decision to non-renew this Agreement will result in an extension of the terms of this Agreement for one year, effective on the expiration of this Agreement.

17. GENERAL PROVISIONS

a. Governing Law and Venue

This Agreement shall be construed and interpreted under the laws of the State of California.

b. Construction

This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

c. No Tenure

The agreement does not confer tenure in administrative, faculty or supervisory position.

d. Entire Agreement

This Agreement contains the entire agreement and understanding between the parties. There are no oral understanding, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this agreement. The parties intend this Agreement to be the sole instrument governing the relationship between the parties unless a provision of law, now or hereinafter enacted, is specifically applicable to this Agreement or the relationship between the Board and the Superintendent/President.

Upon completion of the Superintendent/President's second satisfactory performance evaluation, the Board of Trustees may extend the terms subject to mutually agreeable terms and conditions.

e. No Assignment

The Superintendent/President may not assign or transfer any rights granted or obligations assumed in this Agreement.

f. 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.

g. 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.

h. Execution of other documents

This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

i. Other

In the event of a conflict between the terms of this Agreement, or any amendments thereto, and the terms of Board adopted policies, the terms of this Agreement shall prevail.

SUPERINTENDENT/PRESIDENT

OHLONE COMMUNITY COLLEGE
DISTRICT, Chair, Board of Trustees.

Dr. Eric Bishop

Dr. Richard Watters

_____ Date

_____ Date