FIRST AMENDMENT TO AGREEMENT FOR THE EMPLOYMENT OF DR. DENA MALONEY AS THE SUPERINTENDENT/PRESIDENT OF THE EL CAMINO COMMUNITY COLLEGE DISTRICT

WHEREAS, the Board of Trustees of and on behalf of the El Camino Community College District and Dr. Maloney mutually entered into an employment agreement ("Agreement for Employment") employing Dr. Maloney as the Superintendent/President of the El Camino Community College District for the term commencing February 1, 2016, until June 30, 2020; and

WHEREAS, Dr. Maloney has received a positive annual performance evaluation from the Board of Trustees; and

WHEREAS, the Board of Trustees and Dr. Maloney desire to amend the Contract for Employment as hereinafter provided.

NOW, THEREFORE, it is hereby agreed this 18th day of June, 2018, between the Board of Trustees of and on behalf of the El Camino Community College District and Dr. Maloney to enter into this First Amendment to Dr. Maloney's Contract for Employment, providing as follows:

- 1. <u>Section 1, Contract Term</u>. Dr. Maloney's Agreement for Employment as Superintendent/President shall be extended from June 30, 2020, to June 30, 2021. The remaining provisions of Section 1 shall continue to remain in full force and effect.
- 2. <u>Section 3, Compensation</u>. Effective July 1, 2018, the annual base salary shall be Two Hundred Sixty Seven Thousand, Seven Hundred Fifty (\$267,750.00) Dollars for each complete fiscal year of service during the term of this agreement. The remaining provisions of Section 1 shall continue to remain in full force and effect.
 - 3. <u>Section 11, Annual Evaluation, shall read as follows, effective July 1, 2018:</u>

11. PROCEDURE FOR ANNUAL EVALUATION

A. Evaluation Process:

The Superintendent/President shall be formally evaluated on an annual basis. The evaluation process will include written self-evaluation detailing progress towards goals, and a performance review and evaluation in Closed Session between the Superintendent/President and the Board of Trustees.

In addition to an annual formal evaluation, a mid-year assessment of progress towards goals will be discussed by the Board and the Superintendent/ President in Closed Session.

B. Evaluation Timeline:

Each July, the Superintendent/President will present to the Board of Trustees a written self-evaluation detailing progress toward goals and leadership accomplishments for the preceding 12-month period. The self-evaluation will be presented in Closed Session.

In August, the Board of Trustees will conduct a performance evaluation discussion with the Superintendent/President based on the written self-evaluation of progress toward goals and leadership accomplishments. The annual performance evaluation discussion shall be held in Closed Session. The Board's evaluation of the Superintendent/ President shall be in writing and placed in a sealed envelope in the Superintendent/ President's personnel file marked "Confidential," only to be opened upon authorization by the Board. A copy of the annual evaluation shall also be provided to the Superintendent/President.

At the same meeting, the Superintendent/President shall also present to the Board a set of goals and objectives for the following two years. The goal setting discussion shall also be held in Closed Session.

Each January, the Board of Trustees and the Superintendent/President will have an informal six-month review of progress toward goals and objectives. This informal review of progress toward goals and objectives shall be held in Closed Session.

The lack of an annual evaluation or completion thereof shall not operate to extend the term of this Agreement, nor shall this be deemed to constitute a breach of this Agreement.

4. <u>Continued Contract Provisions</u>. All other provisions of Dr. Maloney's Agreement for Employment as the Superintendent/President shall continue to remain in full force and effect, except as above amended.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this First Amendment to Dr. Maloney's Agreement for Employment, this 18th day of June, 2018.

El Camino Community College District Board of Trustees	Dena Maloney, Ed.D.
John Vargas, President Cliff Numark, Vice President	Dena Maloney, Ed.D.
Mary E. Combs, Secretary William Beverly, Prustee	
Kenneth A. Brown, Trustee	

PARKER & COVERT LLP

Spencer E. Covert

Attorneys for El Camino Community College District

Dated: June 18, 2018

AGREEMENT FOR THE EMPLOYMENT OF DR. DENA MALONEY AS THE SUPERINTENDENT/PRESIDENT OF THE EL CAMINO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into and is effective this 16TH day of November 2015 by mutual agreement between the Board of Trustees of and on behalf of the El Camino Community College District, Los Angeles County, California ("District"), and Dr. Dena Maloney ("Dr. Maloney" or "Superintendent/President").

The Board of Trustees selected Dr. Dena Maloney to serve as the Superintendent/President effective February 1, 2016.

The parties hereby agree to the following:

1. Contract Term.

The District hereby employs Dr. Dena Maloney as the Superintendent/President for the term beginning February 1, 2016, and ending June 30, 2020.

The Superintendent/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 for absences and leaves authorized by this Agreement and Policies of the Board of Trustees. The Superintendent/President will focus her full-time energy to duties as specified in the Board-approved position description, which the Board will review annually as specified.

2. <u>Leadership Role, Duties and Responsibilities</u>.

Dr. Maloney shall provide leadership and expertise pertaining to the overall operations of the District, shall serve as the District's Superintendent and Chief Executive Officer, and Secretary to the Board of Trustees. Dr. Maloney shall also serve as the President of El Camino College. The duties and responsibilities of the Superintendent/President may change or evolve as the organization and management needs of the District and El Camino College change or evolve.

The Superintendent/President shall perform the duties prescribed for that office by the applicable laws of the State of California, the lawful rules and regulations of the Board of Governors of the California Community Colleges, and the policies and procedures of the Board of Trustees of the El Camino Community College District. Said laws, rules, regulations and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

- 7. <u>Technological Support</u>. The Superintendent/President is authorized for off-campus technological support for the purpose of completing work in a location other than that of the El Camino College site. The technological support may include, but is not limited to, computer, printer, fax, communications, etc. Unless otherwise approved, all equipment shall remain the property of the El Camino Community College District and the District shall pay for, maintain, and upgrade technological support as needed to perform the duties and functions of the Superintendent/President at the off-site location.
- 8. <u>Health and Welfare Benefits</u>. It is understood and agreed that the Superintendent/President shall be afforded such health and welfare benefits as are granted to the District's Management employees.
- 9. <u>Vacation</u>. It is understood and agreed that the Superintendent/President shall be entitled to twenty (20) working days of paid vacation for each complete fiscal year of service pursuant to this Agreement. Additional days of vacation shall be pursuant to District policy. Said vacation shall be taken during the fiscal year at such time as is convenient to the District and the Superintendent/President. In the event that the Superintendent/President does not take all or part of her vacation during the term of this Agreement, the District shall pay, upon termination, for all accrued, but unused, vacation time according to District policy.
- 10. <u>Sick Leave</u>. Sick leave shall be earned and accumulated at the rate of twelve (12) days per fiscal year.

11. Annual Evaluation.

- A. <u>Submittal of Proposed Annual Evaluation Instrument</u>. In each fiscal year of this Agreement, by the month of September, the Superintendent/President will submit to the members of the Board of Trustees a recommended evaluation instrument. To be included within this document will be: (1) a proposed instrument assessing the Superintendent/President's annual performance; (2) a self-reflection prepared by the Superintendent/President regarding her performance and leadership role in the District; and (3) a list of proposed annual goals and performance objectives for both the Superintendent and for the District that will be evaluated by the members of the Board of Trustees.
- B. <u>Timeline</u>. By September of each fiscal year, the Board of Trustees and the Superintendent/President shall meet and discuss the recommended evaluation instrument before its actual approval by the Board. Such meetings will take place in conjunction with a regularly-scheduled Board meeting during September and/or October. The Board of Trustees, in

All powers and duties that may lawfully be delegated to the Superintendent/ President are to be executed in accordance with the laws, rules, regulations and policies set forth above. Such acts as may require approval or ratification by the Board of Trustees shall be referred by the Superintendent/President to said Board at the earliest possible opportunity.

The Superintendent/President and the Board shall meet annually to mutually establish goals for the Superintendent/President and the District during each year of this Agreement. The Board and the Superintendent/President will meet each June during the term hereof in order to establish such goals and for evaluation of the Superintendent/President's performance using mutually agreed upon criteria.

3. <u>Compensation</u>.

Effective February 1, 2016, the annual base salary of the Superintendent/President shall be Two Hundred Fifty Five Thousand Dollars (\$255,000) for each complete fiscal year of service during the term of this Agreement, payable in equal monthly installments, with a proration of the salary for a period of less than 12 months of service in the fiscal year.

Commencing July 1, 2018, the Superintendent/President shall be eligible for an annual merit/salary adjustment determined and awarded at the Board of Trustee's discretion for the preceding fiscal year. The salary adjustment shall be based on the Superintendent/President reaching or exceeding mutually agreed upon goals/objectives in her annual evaluation. The adjustment shall be added to the Superintendent/President's annual base salary for the following fiscal year.

- 4. <u>Automobile Allowance</u>. The District shall pay the Superintendent/President an Automobile Allowance of Six Hundred Dollars (\$600) per month payable on the first day of each month succeeding any month in which services are rendered under this Agreement.
- 5. <u>Expenses</u>. The District will reimburse the Superintendent/President for actual out-of-pocket expenses incurred in connection with community and professional functions and activities related to her employment.
- 6. <u>Sabbatical Leave</u>. After the Superintendent/President has served the District as an employee for seven (7) consecutive years in capacity as Superintendent/President, she may be granted up to two (2) consecutive months of full pay sabbatical leave for the purpose of completing a project approved by the Board of Trustees. If approved, one (1) month accrued vacation may be added to the sabbatical leave.

consultation with the Superintendent/President, will take action at a closed session meeting in September or October to approve the evaluation instrument, including the annual goals and performance objectives that will be utilized by the Board of Trustees for the Superintendent/President's annual evaluation.

- C. <u>Evaluation Process</u>. The Board of Trustees shall formally evaluate and assess the performance of the Superintendent/President at least once each fiscal year with a mid-year informal progress assessment. The annual formal evaluation shall be in writing and will be completed by June 30th of each fiscal year unless another date is mutually agreed upon by the Board and the Superintendent/President. The mid-year progress assessment shall take place during the month of January. The purpose of the mid-year progress assessment is for the members of the Board of Trustees and for the Superintendent/President to discuss the Superintendent/President's progress towards her annual goals and objectives.
- D. <u>Confidentiality</u>. All Board evaluations of the Superintendent/President will be placed in a sealed envelope and maintained in the Superintendent/President's personnel file marked "Confidential," only to be opened upon authorization of the Board of Trustees. A copy of each final evaluation will also be provided to the Superintendent/President.
- E. <u>Waiver</u>. The lack of an annual evaluation or completion thereof shall not operate to extend the term of this Agreement, nor shall this be deemed to constitute a breach of this Agreement.
- 12. <u>Extension of Agreement</u>. By December 31, 2017, the Board of Trustees may extend the term of this Agreement.
- 13. <u>Termination</u>. This Agreement may be terminated prior to its expiration date by any of the following events:
 - A. By mutual agreement, at any time.
 - B. The Superintendent/President may terminate this Agreement by giving the Board of Trustees 60 days advance written notice to the Board, or as otherwise mutually agreed by both parties.
 - C. Retirement or death of the Superintendent/President.

- D. Continued physical or mental incapacity of the Superintendent/President which renders her unable to perform her duties and responsibilities under this Agreement for a period of four or more months.
- E. For cause, the Board of Trustees may terminate this Agreement at any time for the following reasons:
 - (1) if the Superintendent/President has materially breached any of the provisions of this Agreement; or
 - (2) any grounds for termination enumerated in the Education Code for community college personnel.

Prior to terminating this Agreement for cause, the Board of Trustees shall provide the Superintendent/President with written notice of termination, the effective date the termination of employment will be effective, and a statement of the acts or omissions which give rise to the termination of employment.

Notwithstanding any other provision of this Agreement, the Board of F. Trustees, in its sole discretion, shall have the right to terminate this Agreement and the Superintendent/President's employment without cause. upon giving 30 days written notice to the Superintendent/President of the termination of this Agreement pursuant to this subparagraph. If the Board of Trustees elects this option, the Superintendent/President may be placed on paid administrative leave for the 30-day period. Thereafter, the District shall pay the Superintendent/President a one lump sum severance payment, less applicable taxes, within 60 days of giving written notice of termination without cause, an amount equal to: (i) the balance of the salary (paragraph 4.A.) for the remainder of the term of this Agreement; or (ii) an amount equal to the monthly salary (paragraph 4.A.) multiplied by 12 whichever amount is lesser, plus payment for accrued, but unused, vacation up to the date of termination of employment. The payment for unused vacation shall be at the Superintendent/President's daily rate in effect on the date of termination of employment, i.e., the 31st day from giving the notice of termination without cause to the Superintendent/President. The calculation for purposes of the lump-sum payment shall be the monthly salary only (paragraph 4.A.) in effect on the date of the notice of termination, and exclusive of all other payments, including but not limited to, contributions to CalSTRS or CalPERS, whichever is applicable, the automobile allowance, and any other expense reimbursements or payments on behalf of the Superintendent/President. In addition, the health and welfare benefits under paragraph 8 will be maintained by the District for the

Superintendent/President, her spouse, and eligible dependents for 12 months from the giving of such notice or until the Superintendent/President would be entitled to medical insurance benefits with another employer, or is otherwise self-employed, whichever occurs first. It is understood that this paragraph is intended to satisfy the requirements of California Government Code section 53260. Furthermore, it is understood that no additional notice of non-renewal of agreement, per paragraph 14, is required if the Board of Trustees should exercise the option to terminate without cause per this subparagraph. Upon the giving of notice to the Superintendent/President, all present and future employment obligations to Dr. Maloney shall cease, other than with respect to the payments and providing health and welfare and insurance benefits to Dr. Maloney pursuant to this paragraph and it is expressly agreed and understood that Dr. Maloney has no "retreat rights" to any other position in the District. In addition, should such notice be given, then during the initial 30-day period, the Superintendent/President shall return all District property and equipment to an employee designated for this purpose.

- G. In the event that the Superintendent/President's employment Agreement expires or is not renewed by the Board of Trustees (except for termination on the grounds specified in paragraph 13 E or F of this Agreement), then the Superintendent/President shall have the right to become a full-time faculty member pursuant to Education Code section 87458, provided that the Board determines that the Superintendent/President meets the minimum qualifications for employment as a faculty member, including, but not limited to, the completion of at least two years of satisfactory service in the District.
 - (1) Should the Superintendent/President accept the reassignment prior to the expiration of this Agreement, the Superintendent/President shall continue to receive her annual salary per paragraph 3 of this Agreement for the unexpired term of this Agreement.
 - Upon reassignment and the expiration of the term of this Agreement, it is agreed and understood that Dr. Maloney's salary placement as a faculty member shall then be on the faculty salary schedule in effect on July 1 of that fiscal year.
- 14. Non-Renewal of Agreement and Notification of This Provision.
 - A. If the Board of Trustees determines not to renew this Agreement beyond its current term, including any extension thereof, the Superintendent/President shall be given a minimum of six months advance written notice before the

end of the term of this Agreement, including any extension thereof. Consequently, should notice of non-renewal be given, then at the conclusion of the term of this Agreement, including any extension thereof, all of the obligations of the District and the Board of Trustees to employ Dr. Maloney shall cease.

- B. It is the obligation of the Superintendent/President to notify the Board of Trustees in writing of the provisions of this paragraph 14 in the seventh month before the expiration of this Agreement, including any extension thereof.
- C. If timely notice of non-renewal by the Board of Trustees is not provided to the Superintendent/President, then it is hereby stipulated that this Agreement shall be automatically renewed for one additional year only, and for the same compensation that was in effect during the prior year, unless otherwise mutually agreed in writing between the parties.
- 15. <u>Defense and Indemnification</u>. The District shall defend and indemnify the Superintendent/President against any and all loss or damage she may suffer as a result of any claims, damages, costs or judgments against her from any individual or entity, while acting within the scope of her employment.
- 16. <u>Applicable Law</u>. This Agreement is subject to all applicable laws of the State of California, rules and regulations of the Board of Governors, and the bylaws, policies, rules and regulations of the District and its Board of Trustees.
- 17. Resolution of Disputes, Binding Arbitration. The following binding arbitration provisions shall apply to any controversy, dispute or claim arising out of or in connection with the Agreement for Employment of Superintendent/President Between the Board of Trustees of the El Camino Community College District and Dr. Dena Maloney, including any amendment thereto, termination of employment with the District or non-renewal of agreement.
 - A. Controversy, Dispute or Claims Covered by this Agreement. To the maximum extent permitted by law, the District Superintendent/President mutually agree that any controversy, dispute, or claims arising out of or relating to this Agreement or breach thereof shall be resolved through arbitration administered by JAMS pursuant to its Employment Arbitration Rules and Procedures and subject to JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness. The claims covered by this Agreement include, but are not limited to, claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, sexual harassment, or any type of unlawful harassment, religion, national

origin, age, marital status, medical condition, disability or sexual orientation); claims for wrongful termination in violation of public policy; and claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act of 1969, as amended, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Fair Employment & Housing Act, applicable provisions of State law, including the California Education Code, Government Code, Labor Code, Title 5 of the California Administrative Code, or District bylaws, policies, rules and regulations.

- B. <u>Claims Not Covered by the Agreement</u>. Claims the Superintendent/ President may have for workers' compensation, unemployment compensation benefits or wage and hour claims within the jurisdiction of the California Labor Commissioner are not covered by this Agreement. Notwithstanding the fact that the Superintendent/President is not required to arbitrate such claims, she may, if she so chooses, submit wage and hour claims to binding arbitration pursuant to this Agreement.
- C. Timely Required Notice of all Claims; Waiver of Statutes of Limitations. The District and the Superintendent/President agree that the aggrieved party must give written notice of any claim to the other party within one year of the date that the aggrieved party knew or should have known that she or it possessed a claim against the other party. The District and the Superintendent/President each knowing and voluntarily waive the application or benefit of any and all statutes of limitations of longer duration than one year. Written notice to the District and its Board of Trustees shall be sent in care of the Superintendent/President of the Board of Trustees, El Camino Community College District, 16007 Crenshaw Boulevard, Torrance, CA 90506. The Superintendent/President will be given notice at the last address recorded in her personnel file or such other address as the Superintendent/President may provide to the District from time to time following the date of this Agreement by a writing specifying that it is the address for notice under this Agreement. The written notice shall identify and describe the nature of all claims asserted and detail the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.
- D. <u>Arbitration Procedures; Venue</u>. The District and the Superintendent/ President agree that, except as provided in this Agreement, any arbitration shall be conducted by the then-prevailing JAMS Employment Arbitration Rules and Procedures and subject to JAMS Policy on Employment

Arbitration Minimum Standards of Procedural Fairness ("Arbitration Service"). The arbitration shall take place in the office of the Arbitration Service located in Los Angeles County, California, unless the parties mutually agree to conduct the arbitration in a different location. arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree on a neutral arbitrator, the Superintendent/President first, and then the District, will alternately strike names from a list of no less than seven names of persons highly experienced with employment disputes provided by the Arbitration Service until only one name remains. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitrator shall not apply the applicable statute of limitations to any claim, but rather, shall apply the one-year claims requirement in accordance with paragraph 17.C. of this Agreement. The arbitrator shall issue a written opinion, including findings, and award, which shall be signed and dated. The arbitrator shall be permitted to award those remedies that are available under applicable law. The arbitrator's decision regarding the claims shall be final and binding upon the parties. The arbitrator's award shall be enforceable in any court having jurisdiction thereof.

- E. <u>Acknowledgment of Jury Trial Waiver</u>. The Superintendent/President understands that, by this Agreement, she is waiving her right to have a claim adjudicated by a court or jury. Any party may be represented by an attorney or other representative selected by the party.
- F. Arbitration Fees and Costs; No Attorney's Fees. The Superintendent/
 President will be required to pay an arbitration fee to initiate the arbitration
 equal to what she would be charged as a first appearance fee in court. The
 District shall advance the remaining fees and costs of the arbitrator. The
 arbitrator's award in any arbitration brought pursuant to the provisions of
 this Agreement shall not provide for or award the prevailing party
 attorney's fees, costs or expenses relating to such action, unless the award
 of reasonable attorney's fees is expressly authorized by statute. Thus, no
 attorney's fees, costs or expenses shall be awarded to either party with
 respect to any action to enforce this Agreement or alleging breach of this
 Agreement by the other party.
- G. Requirements for Modification or Revocation. This Agreement to arbitrate shall survive the termination of the Superintendent/President's employment with the District. It can only be revoked or modified by a writing signed by

the parties that specifically states an intent to revoke or modify this Agreement.

- H. <u>Consideration</u>. The Superintendent/President understands that the provisions for severance pay and health benefits as set forth herein and her continued employment with the District are consideration for her acceptance of these arbitration provisions. In addition, the promises by the District and by the Superintendent/President to arbitrate claims, rather than litigate them before courts or other bodies, provide consideration for each other.
- 18. No Attorney's Fees. Neither party shall be entitled to, nor awarded any attorney's fees pertaining to this Agreement, including but not limited to, any administrative or legal proceeding arising out of the enforcement or challenge to this Agreement. In this regard, it is agreed and understood that each party shall bear her or its own attorney fees, costs and expenses and shall not be entitled to any claim for reimbursement from the other party.
- 19. Relocation of Residence and Reimbursement. The District will reimburse the Superintendent/President for her actual moving expenses for moving from two designated locations to a new primary residence located within the boundaries of the El Camino Community College District or within 10 miles of the boundaries of the District. Total reimbursement for relocation expenses as specified shall be in an amount not to exceed \$10,000, payable upon receipt of invoice(s). Relocation of the Superintendent/President's residence to a location as specified above shall occur before August 1, 2016.
- 20. <u>Savings Clause</u>. If any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement shall continue to remain in full force and effect.

21. General Provisions.

- A. <u>Governing Law</u>. This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in Los Angeles County, California.
- B. <u>Entire Agreement</u>. This Agreement contains 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 this Agreement.

- C. <u>No Assignment</u>. The Superintendent/President may not assign or transfer any rights granted or obligations assumed under this Agreement.
- D. <u>Modification</u>. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.
- E. <u>Exclusivity</u>. To the extent permitted by law, the parties intend and agree that the employment relationship between the District and the Superintendent/President shall be governed exclusively by the provisions of this Agreement.
- F. <u>Construction</u>. This Agreement shall not be construed more strongly against either party regardless of which party is responsible for its preparation.
- G. <u>Board Approval</u>. The effectiveness of this Agreement shall be contingent upon approval by the District's Board of Trustees.
- H. <u>Execution of Other Documents</u>. 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.
- I. <u>Independent Review</u>. The Superintendent/President has had the opportunity to obtain independent legal or other professional advice with regard to this Agreement.
- J. <u>Mutuality</u>. This Agreement is deemed to have been jointly drafted by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.
- K. <u>Binding Effect</u>. This Agreement shall be for the benefit of and shall be binding upon all parties and their respective successors, heirs, and assigns, and the current and future Board of Trustees.
- L. <u>Abuse of Office or Position</u>. In accordance with Government Code 53243.2 the parties acknowledge regardless of the term of this Agreement, that if the Agreement is terminated, any cash settlement related to the termination that the Superintendent/President may receive from the District shall be fully reimbursed to the District within 30 days if the Superintendent/President is convicted of a crime involving an abuse of her office or position.

22. <u>Complete Agreement</u>. This Agreement is the full and complete contract for employment between the Board of Trustees of the El Camino Community College District and Dr. Dena Maloney. Any amendments, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the Board of Trustees and the Superintendent/President.

El Camino Community College District Board of Trustees	D
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Witham J Baverly, President	D
Renneth A. Brown, Vice President	
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John Vargas, Segretary	
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Mary E. Combs, Member	
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Cliff Numark, Member	

Dena Maloney, Ed.D.

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