IMPERIAL COMMUNITY COLLEGE DISTRICT
ADMINISTRATOR EMPLOYMENT CONTRACT 2011-2014

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this ____day of March, **2011**, by and between the Governing Board of the Imperial Community College District (hereinafter referred to as the "Board") and _____ (hereinafter referred to as the "Employee").

WHEREAS it is the desire of the Board to employ Employee in the position of **Vice President / Associate Vice President, for <u>Academic Services, Business Services, Human Resources, Information Technology, Student Services</u>**

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified position on the conditions contained in this Agreement. Employee is a member of the Administrative Team, an academic employee as defined by Education Code section 87100(a), an educational or student services administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). The Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board at a meeting of the Board.

2. **STATUTORY AUTHORIZATION AND RENEWAL**. This Agreement is a contract of employment entered into pursuant to Education Code section 72411. Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement unless the Governing Board provides to Employee written notice on or before **March 15, 2014**, of its intention not to reemploy Employee for one additional academic year. If the Governing Board provides such written notice to Employee, this Agreement will expire and Employee's employment will terminate effective July 1, 2014, without further action by the Board. If Employee has retreat rights to a faculty position as defined by the Education Code such Employee may have the right to return to a faculty position upon the expiration of this Agreement provided that Employee is not terminated for cause and/or material and substantial breach of this Agreement as such terms are defined in paragraph 11 herein.

3. **TERM**. The term of this Agreement will begin on **March 1, 2011**, and continue through and including **June 30, 2014**. Employee shall be required to render thirty-six (36) months of full and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable only by mutual, written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this Agreement for a term of more than three (3) years.

4. **SALARY.** Employee shall be compensated on the last working day of each month - 1/12 of the annual salary in accordance with the Administrative Salary Schedule established and approved by the Board, at the Vice President /Associate Vice President Level, **step** ___ or **$_____annually**. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.

5. **DUTIES.** Employee will perform the duties of the above position as set forth in any position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's position. The Board may adopt or amend the position description for the Employee's position at any time as long as the modifications are not inconsistent with the terms of the Agreement. The Board reserves the right to reassign the Employee at any time during the term of this Agreement to another educational or student services administrative position within the District. Reassignment during the term of this Agreement solely for discretionary reasons will not result in a reduction of the Employee's compensation during the term of this Agreement. Reassignment will be made in compliance with the California Education Code and applicable Policies and Procedures.

6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.

7. **SICK AND VACATION LEAVE.** The employee is entitled to twelve (12) days of paid sick leave for illness or injury and is eligible for any leaves authorized by law or adopted by the Board.

   Employee is entitled to elect only one of the following options for the duration of the agreement:

   a. Work a total of 220 Service Days

   b. Accrue twenty (24) working days of vacation annually, exclusive of holidays. A maximum of 48 vacation days can be carried forward. Holidays may not be cashed out or carried over beyond the term of this contract. If separation of employment occurs before the end of this contract then any unused holidays will be paid at the current rate of daily pay.

8. **BENEFIT and EXPENSE ACCOUNT.** "Health Benefits", "Other Benefits", and "Leaves" shall be equivalent to what other Administrators are offered. A $10,000 term life insurance policy will be provided in the name of the administrator along with a District paid Income Protection plan.

9. **TRAVEL.** Authorized necessary transportation and travel expenses will be provided or reimbursed in accordance with policies duly adopted by the Board.

10. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement. This agreement may be amended by mutual consent of the District and the employee.

11. **MAXIMUM CASH SETTLEMENT UPON ANY TERMINATION OF THIS AGREEMENT.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, with or without cause. If without cause, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes. If this Agreement is terminated for cause during the term of this Agreement, the maximum cash settlement which the Board may, in its sole discretion, determine to provide, shall not exceed the amount previously specified in this paragraph. Nothing in this paragraph requires the Board to provide any amount of compensation in the event that this Agreement is terminated for breach or for cause prior to the expiration of the term of this Agreement.

12. **EVALUATION**
    The Superintendent / President may evaluate the Employee as outlined in Board policy or as the District deems appropriate, and not more than annually unless as part of a performance improvement plan.

13. **TERMINATION OF CONTRACT**

    a. Mutual Consent
    This Agreement may be terminated at any time by mutual consent of the District and Employee upon thirty (30) days prior written notice (or less if agreed to by both parties).

b. Non-Renewal of Agreement by the District

In accordance with Education Code, Section 72411, the Board may elect to not renew this Agreement for any or no reason by providing Employee with at least six months written notice in the final year of a multi-year agreement or by March 15th for an agreement of one year or less.

c. Discipline of Employee for Cause

The Employee may be disciplined for cause by the District at any time for, but not limited to, breach of contract, any of the grounds enumerated in the California Education Code or the Employee's failure to perform his/her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Employee's job description, if any. As used herein, the term "discipline" includes but is not limited to dismissal, suspension, and demotion.

The Board shall not discipline the Employee pursuant to this section until a written statement of the grounds of discipline has first been served upon the Employee. The Employee shall then be entitled to a conference with the Board in closed session at which time the Employee shall be given a reasonable opportunity to address the District's concerns. The Employee 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 Employee's exclusive right to any hearing otherwise required by law.

1. Dismissal of Employee who has the rights of a tenured faculty member

If Employee has the rights of a tenured faculty member and is to be dismissed as an employee of the District, he/she shall be subject to the same rules and procedures for dismissal that are applicable to tenured faculty.

14. FACULTY RETREAT RIGHTS /EMPLOYEE NOTICE

The District is obligated to provide the Employee an opportunity to "retreat" to a faculty assignment pursuant to Education Code Section 87458 or 87458.1, whichever one is applicable. In accordance with Education Code Section 87458, the District reserves the right to decline to offer a first-year probationary faculty assignment if the Employee has not completed at least two years of satisfactory service, including any time previously served as a faculty member in the District.

If the Employee wishes to terminate his/her administrative assignment and "retreat" to a faculty assignment, he/she shall give at least six (6) months written notice to the Superintendent/President or designee prior to the expiration date of this Agreement of his/her irrevocable decision to terminate an administrative assignment. Written notice may be less than six months if this Agreement is terminated by mutual consent.

15. RESIGNATION. The Employee may resign from employment at any time during the term of this Agreement upon thirty (30) days prior written notice to the Board or upon a shorter period of time if approved by the Board.

16. APPLICABLE LAW

All terms and conditions of employment not specifically provided for by this Agreement shall be in accordance with all applicable laws of the State of California; rules and regulations of the Board of Governors, California Community Colleges; and the policies, rules and regulations of the District Governing Board.

17. SAVINGS CLAUSE. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

18. SUPERSEDES ALL PREVIOUS AGREEMENTS

This Agreement fully incorporates the understandings of the parties on all matters. It supersedes all previous agreements and prior practices insofar as they relate to the provisions of this Agreement.

19. MISCELLANEOUS PROVISIONS. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

ACCEPTANCE OF ADMINISTRATOR EMPLOYMENT CONTRACT

I have reviewed this Administrator Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Employee Signature	Date

Approved by the Governing Board of
Imperial Community College District:

Ed Gould, Ed.D, Superintendent/President Secretary to the Governing Board	Date

Copy:
Employee
File