



6. [REDACTED] [REDACTED] Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education

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. ~~5.1~~ ~~11.1~~
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. ~~3.3~~ ~~3.4~~
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. ~~1~~
The Employee may resign from employment at any time during the term of this Agreement upon sixty (60) days prior written notice to the Board or upon a shorter period of time if approved by the Board.

16. ~~1.1~~
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. ~~1~~
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. ~~1.1~~
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. ~~1~~
This Agreement and applicable provisions contain 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 Educational 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:

Dr. Victor Jaime, Superintendent/President
Secretary to the Governing Board

Date

Copy: Employee
Personnel File