PALO VERDE COMMUNITY COLLEGE DISTRICT

EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

The PALO VERDE COMMUNITY COLLEGE DISTRICT ("District") and Maria (Machi) Rivera ("Administrator") hereby mutually agree to the following:

1. **Employment**: The District hereby agrees to employ Administrator and Administrator hereby accepts employment as an educational administrator, upon the terms and conditions set forth below. Administrator will serve as the District's EOPS/CARE Director. Except as specifically provided in this Agreement, the provisions of California Education Code section 72411 shall govern the terms of Administrator's employment.

2. **General Terms and Conditions of Employment**: This Contract is subject to all applicable laws of the State of California, rules and regulations of the Board of Governors of the California Community Colleges and the rules, regulations, and policies of the District, except that in the case of any conflict, the terms of the Agreement, insofar as they are not prohibited by law, shall prevail.

3. **Duties and Responsibilities**:

    a. By signing this Agreement, Administrator agrees to devote her time, skill, labor and attention to performing faithfully all of the duties, and accepts all of the responsibilities as set out in the job description for the above-named position, unless changes in those duties are mutually agreed to by Administrator and the District, and all duties and responsibilities which may be delegated to the Administrator by the Vice President of Instruction & Student Services or the Superintendent/President.

    b. Notwithstanding any other provision of this Agreement, District may, at its sole discretion, reassign Administrator to a different administrative position of equal salary. District shall give Administrator notice of its intention to reassign him to a different administrative assignment at least thirty (30) calendar days prior to the effective date of such reassignment. A reassignment pursuant to this paragraph shall not constitute the creation of a new Agreement nor shall it extend the term of this Agreement.

4. **Term:** District agrees to employ and Administrator agrees to serve in the above position for the period commencing July 1, 2014, and ending June 30, 2015, unless otherwise terminated or extended. After the 2014-2015 academic year, this Agreement shall be automatically extended for a period of one (1) year during any year of this Agreement, unless prior to March 15, 2015, or March 15 of any subsequent year thereafter, the Board sends or personally delivers a written notice to the Administrator that this Agreement

shall not be extended, in which case this Agreement will terminate on June 30 of the year in which the notice is given.

5. **Salary**: Administrator's annual salary shall be Seven Thousand, Three Hundred Ninety Eight Dollars and Fifty cents ($7,398.50) per year beginning July 1, 2014, which is Row 4, Step 11 of the Administrator's Salary Schedule (prorated for 212 days) as an exempt employee. Administrator's salary shall be payable in twelve (12) approximately equal monthly installments. Step and column advancements shall be provided annually beginning July 1, 2015, if approved by the District. The Board retains the right to adjust Administrator's 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 date of this Agreement.

6. **Work Schedule**: Administrator shall perform a full-time 12-month, 212 day work schedule in accordance with District policies, Administrative Regulations, and procedures. The Vice President of Instruction & Student Services shall determine the work schedule. Administrator shall devote the time, attention, and energies to the business of the District necessary to complete her assigned duties. Outside consulting is permitted if (1) it does not interfere with completion of responsibilities within the District; (2) it is done outside normal working hours or on vacation days; and (3) it does not involve the use of District equipment, supplies, or personnel. It is anticipated that any potentially conflicting activities will be referred to the Superintendent/President for mutual resolution.

7. **Health and Welfare Benefits**: Administrator shall receive health and welfare, retirement, paid leave, and such other benefits for which employee qualifies on the basis of the assignment in accordance with the applicable policies of the District or provisions of law. Benefits may be subsequently modified by the Board of Trustees in accordance with District Policies, Administrative Regulations, or the Personnel Procedures for Management Employees.

8. **Fringe Benefits**: Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and job related expenses as specified in the appropriate Board policy, and District rules and regulations unless otherwise specified in this Agreement. The Board of Trustees may subsequently modify these benefits in accordance with District Policies, Administrative Regulations, or the Personnel Procedures.

    a. Administrator shall accrue one day of sick leave for each full month of service rendered under this Agreement.

    b. Administrator will be provided with personal necessity leave consistent with Education Code section 87784 and any applicable Board Policies or Administrative Regulations, however, no accumulated leave in excess of six (6)

days may be used in any college year for purposes of personal necessity leave without the approval of the Board of Trustees.

c. Administrator shall be entitled to 154.32 hours of vacation per year of service rendered under this Agreement, exclusive of the holidays provided in the California Education Code and any additional local holidays granted by the Board of Trustees to 12-month administrative employees. All vacation time must be scheduled in advance and approved by the Vice President of Instruction & Student Services. In the event of termination of employment, Administrator shall be entitled to compensation for unused vacation, which he might otherwise have taken as an administrator, at the salary rate then in effect. The maximum number of vacations hours that may be accrued and paid off, will be limited to 274.72 hours unless the additional hours are authorized for extension by the Vice President of Instruction & Student Services or Superintendent/President.

9. **Expense Reimbursement**: The District shall reimburse the Administrator in accordance with District policy and procedures for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required in the performance of her assigned duties.

10. **Evaluation**: During each year of the Agreement, Administrator shall be evaluated by the Vice President of Instruction & Student Services including but not limited to the following items: self-evaluation, assessment of goal attainment and accomplishments, assessment of strengths and weaknesses, short-and-long term goals, and a college-wide evaluation survey (optional). This evaluation shall be conducted by the Vice President of Instruction & Student Services and reported in Closed Session to the Board of Trustees. This evaluation shall not be considered a precondition to a decision to reassign Administrator in accordance with paragraph 4 of this Agreement, nor shall it be considered a precondition to a decision to terminate this Agreement pursuant to Section 9.

11. **Termination**:

a. This Agreement may be terminated by mutual consent in writing at any time prior to its termination.

b. If the District, at its sole discretion, determines that Administrator will not be reemployed by appointment or contract in her administrative position or in any other administrative position at the same salary, District shall give Administrator written notice of this determination on or before March 15 of the final year of this Agreement.

c. If District fails to reemploy Administrator by appointment or contract upon expiration of this Agreement, and the notice provided for in paragraph 11.b. is not

given, the Administrator shall be deemed reemployed by District for a period of one (1) year, with all other terms and conditions remaining unchanged.

d. Nothing in this Agreement shall be construed to prevent termination of Administrator for cause during the term of this Agreement. If District determines that there is cause to warrant termination of this Agreement, it shall give Administrator written notice of the cause(s). No final decision shall be made until Administrator has been given an opportunity to meet with the Board in closed session and give reasons why the Agreement should not be terminated. The Board shall make the final decision regarding termination of the Agreement, and shall provide the decision to Administrator in writing. The Board's written decision shall be final. If Administrator is terminated pursuant to this provision he shall not be entitled to any payment under Section 11.f.

e. Administrator may terminate her obligations under this Contract by giving the District at least thirty (30) calendar days advance notice, or as otherwise mutually agreed by both parties.

f. 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 thirty (30) days prior written notice. In consideration for exercise of this right, the District shall pay to Administrator a lump sum equal to the Administrator's salary for the remainder of the unexpired term of this contract or six (6) months, whichever is less, at the salary rate in effect during the Administrator's last month of service. 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 Administrator resulting from the contract's termination without cause. These liquidated damages represent the Administrator's sole and exclusive remedy for any and all damages, known or unknown, tort, contract or otherwise, flowing from the termination of Administrator's employment with the District. The parties recognize that upon payment of the liquidated damages sum, the Administrator will be foreclosed from bringing any action or proceeding of any nature against the District.

12. **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 except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

13. **Miscellaneous Provisions**:

a. This Contract 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.

b. This Agreement is the sole, only and entire agreement and understanding between the parties. Neither party has relied on or was induced to enter into this Agreement by any oral or written promise outside of this Agreement, and there are no oral understandings, terms or conditions, express or implied between the parties which are not contained in this Agreement.

c. This Contract cannot be changed orally. It may be modified or superseded only by a written amendment executed by both parties.

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

e. In the event litigation is commenced to enforce or interpret this Contract, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees and costs incurred.

Date: _____

_____
Maria Rivera

Date: _____

FOR THE BOARD OF TRUSTEES OF PALO VERDE COMMUNITY COLLEGE DISTRICT

_____
Donald G. Wallace, Ph.D.
Superintendent/President