

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

ACADEMIC ADMINISTRATOR HANDBOOK



**Approved by Governing Board:
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ACADEMIC ADMINISTRATOR HANDBOOK

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FOREWORD

The Academic Administrator Handbook shall only be updated, amended, and/or revised in collaboration with the Southwestern Community College District Administrators Association (SCCDAA). Any final proposed revisions shall be submitted for approval to the Southwestern Community College District Governing Board.

For purposes of definition in this document, the terms “Academic Administrators,” “Educational Administrators” and “Administrators” refer to all those working under positions listed on the Academic Administrator Salary Schedule.

This Handbook shall not apply to the following executive level administrators; Superintendent/President and Vice President positions, except as provided by the contract for each individual executive level administrator.

I: EMPLOYMENT AND TENURE

- A. **Employment** - Academic Administrators are selected in accordance with District Policy and Procedure No. 7120, "Recruitment & Hiring." All Administrators shall be employed by contract (Education Code Section 72411). Administrators shall be employed pursuant to one-year contracts. The normal contract year runs from July 1 through June 30. The District, upon the recommendation of the Superintendent/ President, reserves the right to employ administrators pursuant to contracts of two (2) years' duration.

After the first year of satisfactory employment, all administrators shall be granted two (2)-year contracts. If the contract is terminated before the end of the term, the administrator should receive payment for the remainder of the contract or eighteen (18) months, whichever is less, pursuant to Government Code sections 53260 and 53264.

At the time of employment, the Director of Human Resources shall assign each new administrator into the Faculty Service Areas (FSA's) for which the administrator meets minimum state and local qualifications and in which the administrator has competency at the time of employment. The administrator is responsible for providing the Human Resources Office with the information necessary to make the determination.

- B. **Tenure** (Education Code Sections 87001(c), 87605-87609) - Employees serving in administrative positions do not acquire tenure as administrators. A tenured faculty member, when advanced to an administrative position, retains his/her classification as a tenured faculty member. A person employed in an administrative position who does not hold tenure as a faculty member in the District at the time of the administrative appointment shall not acquire tenure or credit toward tenure during the term of the administrative contract.

II: WORKLOAD & ASSIGNMENTS

The number of days of service for each administrative position is determined by the Governing Board.

- A. **Normal Workweek and Workday** - Administrators are assigned a normal workweek of forty (40) hours, and a normal workday of eight (8) hours. The workdays and hours of each administrator will be established annually, and may be modified upon approval of the immediate supervisor.
- B. **Four-Day Workweek** - During the period between the close of the Spring Semester and the commencement of the following Fall Semester, the District may establish a four-day, ten-hour workweek. The dates shall be established by the District.

The regular workweek shall not exceed forty (40) hours for four (4) consecutive days. The traditional workweek shall be Monday through Thursday.

Administrators shall be accountable for a thirty (30) hour workweek during any week that includes a holiday as defined in this Handbook while the District is operating on a four-day, ten-hour workweek.

- C. **Teaching Assignments** - Administrators requesting a part-time teaching assignment will do so through the cognizant Vice President.
- D. **Additional Employment** – Administrators who are employed in a business in addition to their District employment (including self-employment) shall notify the Superintendent/President in writing of such employment to ensure that such business does not conflict with their administrative assignment with the District. Administrators may not engage in any outside business activity on District time. Administrators are responsible for filing any and all appropriate annual Conflict of Interest forms.
- E. **Reduced Service** - Administrators may apply for reduced workload and maintain full retirement credit under the following conditions:
- Must have reached the age of fifty-five (55) on or before June 30 of the College year preceding the year requested for a reduced workload.
 - Must have satisfactory service in the Southwestern Community College District for a minimum of ten (10) years in a full-time academic position.
 - Must meet the qualifications established pursuant to Education Code Section 87356 (d).
 - Applications must be in writing and be received by the Director of Human Resources prior to April 1 of the last year of service. The application must specify the number of years being requested and the percentage of service, but not less than fifty percent (50%) of contract served during final year of full-time service.
 - The agreement, which will stipulate the conditions and be signed by the Superintendent/President and the administrator, will be for a maximum period of five (5) years, or through reached age sixty-five (65), whichever comes first. All participants will be evaluated in accordance with District policy.

- Health and welfare benefits will be paid on behalf of the employee in the same pro rata share as time worked is to full-time equivalent or the medical insurance premium of the employee, whichever is greater, at the election of the employee.
- The administrator shall be paid a salary which is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he or she makes the payment that would be required if he or she remained in full-time employment.
- The administrator shall receive the retirement credit based on a full year's service.
- The agreement may be revoked by mutual consent of the employer and the administrator.

- F. **Temporary Additional Duties** - This is defined as a District employee appointed to temporarily take on additional administrative duties while maintaining responsibility for the duties of his/her current position, for a period not to exceed six (6) months. In extraordinary circumstances, as determined by the District, an employee's appointment of additional duties may be extended for an additional period not to exceed six (6) months, for a total not to exceed 1 (one) year.
- G. **Interim Administrator** --This is defined as a District employee filling an open position through an open recruitment process for the minimum time necessary to allow for full and open recruitment, not to exceed one year. If an employee is temporarily reassigned to another position, his/her current position may be filled by an interim employee until the return of the incumbent, for a period not to exceed one year.
- H. **Faculty Service Area (FSA)** -- At the time of employment, the District, in consultation with the Academic Senate, shall assign each newly-appointed administrator into the Faculty Service Area(s) in which he/she meets the state and local minimum qualifications. At the time of reassignment, the Administrator shall be assigned only to those F.S.A.s for which the Administrator was approved at the time of initial appointment or which have been added to the administrator's qualifications subsequent to his/her initial employment (District Procedure No. 3027).
- I. **Lateral Reassignment** – The Superintendent/President, in consultation with the Governing Board, may transfer an administrator from his or her current position to another equivalent administrative position so long as the administrator receives equal or greater compensation when reassigned.
- J. **Reorganization** – The duties of an administrator, including direct reports, may be adjusted by the Superintendent/President in a reorganization authorized by the Governing Board to better meet the needs of the District. The administrator shall have the opportunity to review the new duties and performance expectations with the Superintendent/President. Such adjustment of duties will not require a Notice of Non-Reemployment (“March 15th Notice”).

In the case of District realignment or reorganization, an automatic review of the job description and compensation shall be conducted by the Human Resources Department for all those whose positions/responsibilities have been affected by those changes. The review will be conducted within three (3) months and no later than six (6) months of a realignment or reorganization.

K. **Individual Review of Responsibilities and Compensation** - If the duties and/or responsibilities of a position held by an Academic Administrator have been significantly changed, the administrator may request a review of responsibilities and compensation with the approval of the administrative supervisor.

If the review results in a recommendation for a change in title and responsibilities and/or salary adjustment, it shall be submitted for Governing Board approval and the appropriate compensation shall be retroactive to the date Human Resources received the review request.

III: VACATIONS AND HOLIDAYS

- A. **Vacations** - Administrators accrue twenty-six (26) vacation days per year. Six (6) accrued vacation days may be taken during the Winter break and four (4) accrued vacation days may be taken during the Spring break, unless the administrator chooses to work during Winter break or Spring break.

All vacation days for the upcoming year will be credited on July 1 of each fiscal year. Vacation is cumulative from year to year.

Vacation applications are submitted for approval to the administrator's immediate supervisor.

An employee terminating employment for any reason will be paid for the number of accumulated vacation days as of the last day of service. Any days credited, but not yet earned, will be deducted from the employee's vacation balance as of the last day of employment.

Employees may interrupt or terminate vacation leave in order to begin bereavement leave, or sick leave which requires hospitalization, without a return to duty. For consideration of other extenuating circumstances, a request must be submitted in writing to the Director of Human Resources. In order to avail themselves of this provision, employees must provide relevant supporting information as to the basis for such interruption or termination.

Vacation Carry-Over - Administrators' vacation records will be assessed annually as of June 30. Administrators having more than forty (40) days of accumulated vacation as of June 30, will be requested by the Director of Human Resources to review their vacation plans with their administrative supervisor to discuss a plan for reducing the balance to forty (40) days or less of accumulated vacation by June 30 of the following year.

Any administrator transferring from an administrative position into a position that does not accrue vacation time will, insofar as feasible, take all of his/her accumulated vacation prior to the time of transfer. The administrator shall be compensated at his/her daily rate for all vacation remaining at the time of transfer.

- B. **Holidays** - Administrators are in paid status for the following holidays which fall within their work year in accordance with the College Calendar:

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King, Jr., Day

Lincoln's Birthday

Washington's Birthday

Memorial Day

Friday before Easter Sunday

Cesar Chavez Day

A floating holiday in lieu of Admissions Day

Other days approved by the Governing Board and designated in the College Calendar

IV: LEAVES

- A. **Bereavement Leave** - Administrators shall be granted five (5) days of leave with pay, in the event of the death of a member of his/her immediate family.

For purposes of this provision, an immediate family member shall be limited to mother, step-mother, father, step-father, grandmother, grandfather, mother-in-law, father-in-law or a grandchild of the employee or of the spouse of the employee and the spouse son, step-son son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, or any person for whom the employee has been designated as a legal guardian or any relative living in the immediate household of the employee, the employee's legal domestic partner or partner's immediate family or close personal friend.

- B. **Sick Leave** - Administrators are granted one (1) day of leave with full pay for each month of service for the purposes of personal illness or injury which precludes the employee from performing his/her assigned duties.

In the event that an employee exhausts his/her sick leave, employee is entitled to 100 days of sick leave in addition to the regular sick leave described above. The amount of reduced salary will be computed in the following manner: The employee's daily salary will be reduced by an amount equal to the cost of a substitute employed to fill the position during the leave, or fifty percent (50%) of the employee's daily rate, whichever amount is larger. These reductions and compensations will be assessed on a daily basis.

An employee who has used all accumulated sick leave, including the extended period on reduced benefits, may be granted a ninety (90) day health leave, without pay, by the Governing Board upon recommendation of the Superintendent/President. District support of the Health and Welfare Benefit options will be continued during this period.

An administrator who claims sick leave for five (5) or more consecutive days may be required to present a written, signed statement from a medical doctor, verifying the nature of the illness or injury, inclusive dates when the employee is unable to work because of medical condition, and the date the employee can return to work. A similar statement may be required by the District in any cases where an absence claimed to be due to illness or injury must be verified. Employees returning to work after serious illness may be required to provide medical evidence of recovery sufficient to assume regular duties. Medical examination(s) may be required by the District to be performed by a physician(s) to be designated by the District, and at District expense.

The administrator shall report absences to his/her immediate supervisor, in advance whenever possible. No charge shall be made for absences of less than one-half (1/2) day.

Accumulated sick leave granted for contract service may be transferred in accordance with the Education Code if the employee terminates from the District and is employed by another California school district. Each administrator shall be notified of the accumulated leave by no later than June 30 of each school year.

- C. **Industrial Accident and Illness Leave** - Administrators will be entitled to industrial accident leave according to the provision in Education Code Section 87787 for personal injury which has qualified for Workers' Compensation.

An administrator who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination, as the employer deems necessary. The employee shall not be considered absent from duty during the time required for such examination. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the Administrator will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. All medical examinations required by the District shall be at no cost to the employee.

A regular administrator who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits:

- Such leave shall not exceed sixty (60) days during which the College is required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
- During any period of disability for which payment is not provided under the California Workers' Compensation Insurance Act (C.W.C.I.A.), the employee shall be placed on disability leave with pay to the extent of any leave with pay that the employee has accrued. Such disability leave with pay shall be charged against the employee's accrued leave with pay.
- During any period of disability for which payment is provided under C.W.C.I.A., the employee may elect to receive District disability leave with pay to the extent of his/her accrued sick leave, providing, the C.W.C.I.A. checks received by the employee are endorsed to the District. Under such circumstances, the accrued leave with pay shall be reduced proportionate to C.W.C.I.A. reimbursement for each full day of absence for which temporary C.W.C.I.A. benefits are endorsed to the District.

All disability leave provisions shall terminate on the date of the employee's recovery from disability, receipt of permanent disability under C.W.C.I.A., retirement, termination from District employment, or death.

- D. **Jury Duty** - Administrators may be absent from duty without loss of contract salary as a result of having been called for and appearing for jury duty, excluding a voluntary grand jury. Administrators serving on jury duty who receive pay from the District during absence from assigned duties shall waive collection of jury duty fees, except mileage reimbursement. Administrators are required to perform their assigned service to the District during any day or fraction thereof that they are released from jury service, provided that a reasonable period of time shall be allowed for necessary travel. Administrators serving on jury duty are to notify their supervisor prior to the commencement of service, and will provide the Human Resources Office with an official verification of the dates and time of service. Administrators will be granted leave without loss of compensation when subpoenaed to appear as a witness.
- E. **Military Leave** - The District shall comply with all terms and provisions of the Uniform Service Employee Rights and Responsibilities Act (USERRA).
- F. **Elected Public Official Leave** – Administrators elected to public office shall be granted up to five days leave annually for business related to the office held. Leave taken under this section shall be deducted from the Administrator's accumulated sick days.

- G. **Personal Leave** - Short-term leave, twenty-five (25) calendar days or less, may be granted to an Administrator upon the approval of the Superintendent/President or designee, and will be evaluated on an individual basis. A request for a short-term personal leave must be in writing and carry the recommendation of the immediate supervisor and the cognizant Vice President. The administrator shall be compensated for short-term leave to the degree recommended by the Superintendent/President and approved by the Governing Board. The District will continue all health and welfare benefits.

Long-term personal leave, in excess of twenty-five (25) calendar days, may be granted upon the approval of the Governing Board. Requests for long-term leave shall be submitted in writing to the Superintendent/President. Normally, this leave will commence with the beginning of a semester, and may not exceed two (2) semesters in length. The Governing Board may extend the leave upon receipt of a written request from the administrator on leave. The Governing Board shall establish the date of the employee's return to duty which may extend the leave time to the beginning of a new semester or a new fiscal year. Long-term personal leave is granted without pay or any other benefits.

- H. **Pregnancy Leave** - Short or long-term personal leave shall be granted to any administrator who desires to absent herself from her duties because of pregnancy or convalescence following childbirth. Such personal leave shall not deprive any employee from using sick leave for absences due to pregnancy. When personal leave is granted for pregnancy reasons, the District will continue to provide financial support for the District-supported health and welfare benefits plan for a period of ninety (90) calendar days. The District shall comply with all terms and provisions of the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the California Fair Employment and Housing Act (FEHA).
- I. **Family Leave** - Pursuant to the Family and Medical Leave Act, employees are entitled to twelve (12) weeks of unpaid leave per fiscal year. Employees granted Family Leave may elect to use sick leave, vacation leave, or personal necessity leave or take unpaid leave, consistent with the Family and Medical Leave Act and federal and state law.
- J. **Personal Necessity Leave** - Illness leave may be used, at the employee's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed fifty-six (56) hours in any fiscal year. For purposes of this provision, personal necessity shall be limited to:
- Death or serious illness of a member of the employee's immediate family.
 - An accident which is unforeseen involving the employee's person or property, or the person or property of the employee's immediate family.
 - Personal matter that cannot be taken care of outside of the employee's working hours.
 - Other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided the request is: made in advance, not for personal convenience or for the extension of a holiday or a vacation period, or for seeking employment, or for matters which can be taken care of outside the work hours, or for recreational activities.

For purposes of this provision, an immediate family member shall be limited to mother, step-mother, father, step-father, grandmother, grandfather, mother-in-law, father-in-law or a grandchild of the employee or of the spouse of the employee and the spouse son, step-son son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, or any person for whom the employee has been designated as a legal guardian or any relative living in the immediate household of the employee, the employee's legal domestic partner or partner's immediate family or close personal friend.

Before the utilization of personal necessity leave, the employee must make every effort to obtain prior approval from the administrator designated to approve personal necessity leaves. Under all circumstances, the employee shall verify in writing that the personal necessity leave was used only for the purposes outlined above.

K. **Reduction in Service Leave** - An administrator may request to be granted a reduction in service leave. The administrator may request a maximum contract employment reduction of fifty percent (50%) of the total contract days of assignment in effect during the college year in which the leave is taken. The reduction in service leave request may be filed at any time, but the commencement of the leave must coincide with the beginning of a new semester. The administrator will file the request with his/her immediate supervisor. The granting of a reduction in service leave is permissive and requires the recommendation of the Superintendent/ President and the approval of the Governing Board. A reduction of service is an unpaid leave. The administrator's salary compensation and benefits will be reduced in proportion to the approved reduction in service.

L. **Sabbatical Leave**

1. **Purpose**

The purpose of the Sabbatical Leave is to provide administrators the opportunity for study, research, and/or related activities that will enhance administrative skills resulting in more effective leadership and service to the District (District Policy No. 5315).

2. **Eligibility**

To be eligible to apply for a Sabbatical Leave, an administrator must have completed six (6) or more years of full-time service with the District and be in good standing. Full-time is defined as having served more than seventy-five percent (75%) of the number of hours considered as a full-time assignment for administrators having similar duties. A Sabbatical Leave does not constitute a break in service. An administrator may be granted another Sabbatical Leave after completion of an additional six (6) years of administrative service.

3. **Conditions for Granting the Leave**

The leave will be granted in accordance with Education Code Section 87770. The administrator will be required to sign the Southwestern College District Sabbatical Leave of Absence Agreement enumerating the conditions for the leave. As a condition of being granted administrative Sabbatical Leave, the administrator must agree to render service to the District for at least twice the length of the leave following his or her return from the leave. If the administrator fails to perform the required service, he or she will be liable to the District for all amounts paid as compensation during the Sabbatical Leave.

4. Compensation and Length of Leave

Salary payment will be on a monthly basis, unless otherwise approved by the Governing Board. The payment will be as follows: One (1) year leave--salary and benefits will be fifty percent (50%) of the annual salary and benefits of the administrator; one-half (1/2) year leave--administrator shall receive one hundred percent (100%) of his/her annual salary and benefits. A one-half (1/2) year leave is defined as one-half (1/2) of the required annual months on duty of the administrator being granted the leave, i.e., an administrator assigned annually for eleven (11) months would be granted a leave for five and one-half (5½) months.

While on Sabbatical Leave, administrators accrue illness leave credit, and vacation leave credit. Sabbatical leave shall count toward retirement, and retirement contributions shall be collected in the usual manner.

5. Application Process

Applications shall be submitted no later than ninety (90) days prior to the start of the Sabbatical Leave. A plan for the leave shall be submitted in the specified format and include approval by the applicant's supervisor. Such leave proposals shall be forwarded to the Superintendent/President who will make the final recommendation to the Governing Board.

6. Selection

The applicant's service records, application for leave, and the proposal shall be reviewed by an Administrative Leave Committee. This committee shall be composed of three (3) people to include one Academic Administrator and one Classified Administrator (one of which shall be the President of SCCDAA) and a Vice-President appointed by the Superintendent/President. The committee shall review all leave applications and recommend the qualified proposals to the Superintendent/President. The Superintendent/President shall make recommendations to the Governing Board. Leaves may not be changed after receiving approval unless approved in advance by the Superintendent/President. The Governing Board is not obligated to grant Administrative Sabbatical Leave at any time.

7. Leave Report

Within three (3) months following return from Sabbatical Leave, the administrator must submit a report to the Administrative Leave Committee. The committee will review the report and may request further refinement of the report prior to submitting it to the Superintendent/President for review and submission to the Board.

M. **Break In Service** – No absence under any leave in which the employee is in paid status, shall be considered as a break in service for the employee. All benefits accruing under the provisions of the handbook shall continue to accrue under such absence.

V: SALARIES

A. **Salary Schedule** - All administrators are placed on the Administrative Salary Schedule which is reviewed annually by the Governing Board. Administrators will advance one step within their salary range for each year of satisfactory full-time service until the maximum of their range has been reached.

B. **Interim / Temporary Additional Duties** - Authorization for interim assignments and the assignment of temporary additional duties will require the recommendation of the responsible Vice President and the approval of the Superintendent/President. Assignment to interim, or of additional duties, will require the submission of the applicable form to the Human Resources Office which will include specific time period for assignment to be performed. Compensation for administrators serving in interim assignments or for the assignment of additional duties shall be calculated as follows:

- Current salary plus 10%, then placement at next highest step above current salary (minimum Step 1).

C. **New Administrators** - Initial placement of an administrator on the salary schedule will take into consideration education and previous administrative experience.

D. **Meet and Confer** - Academic Administrators shall have the right to meet and confer with the Superintendent/ President regarding salary and benefits through the SCCDAA Meet and Confer representatives.

VI: RETIREMENT

- A. **Voluntary Early Retirement Continuation of Service** - Administrators who meet the qualifications below shall be eligible for a Continuation of Service Plan. Qualification requirements, application and approval for continuation of service are as follows:
- Satisfactory service in the Southwestern Community College District for a minimum of ten (10) years of full-time service.
 - Must have reached the age of fifty-five (55) on or before June 30 of the college year preceding retirement.
 - Persons under the program must continue to meet minimum qualifications valid for type of service approved.
 - Any changes in the program for early retirement which would affect the future participants would also affect those in the program at the time of the change.
 - Applications must be in writing and be received by the Human Resources Office prior to April 1 of the last full year of service. The application must specify the number of years being requested, the specific dates of service, and the specific assignment desired.
 - A committee consisting of the administrator's immediate supervisor, the cognizant Vice President and the Vice President for Administrative Affairs will review all applications and make recommendations to the Superintendent/President. Included with the recommendation will be a cost projection for each application, including the specific assignment. A copy of the recommendation shall be provided to the applicant.
 - Those applications approved by the Superintendent/President will be recommended to the Governing Board for final approval prior to May 15.
 - Each Governing Board approved plan is subject to annual review as specified below.
 - The agreement which will stipulate the conditions of assignment, including options for each year and dates on duty, and be signed by the Superintendent/President and the administrator will be for a maximum period of seven (7) years, or through the fiscal year that the employee reaches sixty-five (65) years, whichever comes first. The agreement is subject to annual renewal, at the option of the administrator, except all participants will be annually evaluated by the Voluntary Early Retirement Committee and those evaluated less than satisfactory may be denied renewal option, if so recommended by the Committee, and approved by the Superintendent/President.

Administrators approved for a Continuation of Service Plan will provide either administrative service or faculty service. Administrative service will be based on a 35 day limit. Salary for administrative service will be calculated using the Administrator Salary Schedule. Faculty service will be based on a ten-month assignment for one-fifth (1/5) of an annual full-time load, or two-fifths (2/5) of a semester full-time load, or thirty-five (35) days if approved assignment is other than a teaching assignment. The salary for this service will be based on the administrator's placement on the ten-month teaching salary schedule computed on each year's current salary schedule or the maximum allowed by S.T.R.S. (whichever is less). The S.T.R.S. maximum applies to all earnings from any public school district, and therefore the District must be notified of any employment with any other district including services paid as a substitute.

Administrators under this plan will be required to be on campus in accordance with the workload provisions of this Handbook and, if working as a faculty member, the workload provisions of the collective bargaining contract with the faculty.

- B. **Service Retirement** – Service Retirement shall be available to any administrator who meets the provisions of Education Code Sections 24201 through 24221. The administrator shall inform the District of his/her intent to retire under the Service Retirement Plan within the timelines established by the State Teachers' Retirement System.

VII: HEALTH AND WELFARE BENEFITS

Each administrator is provided with a District-funded health and welfare benefits program with a equivalent dollar value as afforded to all other employee groups. The District health and welfare benefits program is a cafeteria plan which requires the employee to enroll in a life insurance plan and a dental plan. Additional money available to the employee may be used to purchase medical, disability or life insurance, or may be designated as additional taxable income on the health and welfare benefits form.

Administrators hired after January 1, 2002, are not afforded the option to waive health and welfare benefits coverage and take as salary the District's level of contribution toward these benefits. Administrators hired prior to January 1, 2002, shall be "grandfathered in" to the current health and welfare benefits program with the continued ability to "opt-out" of health and welfare benefit coverage and take as salary the District's level of contribution toward these benefits.

Retiree Health and Welfare Benefits Program

1. The District provides the following health and welfare benefits to all qualified retired administrators who were hired prior to January 1, 2004:
 - To be eligible for the health and welfare benefits, an administrator must have completed a minimum of ten (10) years of full-time satisfactory administrative service to the District and have reached the age of fifty-five (55) in the year of application.
 - An administrator who meets the longevity and age requirements shall, upon retirement, be granted a lifetime continuation of paid medical and dental insurance benefits, as annually provided in the District's health and welfare benefits program. (To qualify, the employee must be enrolled in a District health provider program at time of retirement). Participation in the District's health and dental plans shall be subject to the terms prescribed by the health and dental plans' insurance providers.
 - If the retiree qualifies for Medicare and chooses to assign the Medicare coverage to the retiree's District plan, the District shall reimburse the retiree for actual Medicare B costs to the extent the District realizes a premium cost savings on the individual's chosen plan.
 - If a retiree moves out of the service area of District health providers, the District shall reimburse up to one-hundred percent (100%) of the current average District cost for active members upon verification of medical costs paid by the member.
 - A retiree may elect to continue to include a spouse in the District's health plan, at the expense of the retiree, as long as the retiree is also participating in the District's health plan.
 - A surviving spouse who was participating in the District's health plan at the time of the retiree's death may continue to participate in the District's health plan at his/her own expense after the death of the retiree. The District will pay ninety (90) days or three (3) months of the premium.
2. For employees who do not qualify for benefits under section 1 above, who have completed a minimum of ten (10) years satisfactory service to the District, and have reached age fifty (50) in the year of application:
 - Prior to the time of retirement, the employee shall request in writing to the Director of

Human Resources for a continuation of medical coverage. (To qualify, the employee must be enrolled in a District health provider program at time of retirement). The Human Resources Office shall verify that the requirements have been met and notify the Superintendent/President of the employee's eligibility.

- District medical support in a District health provider program shall be for the employee only, and shall not exceed the District maximum health and welfare benefits' support program. Classified administrators may elect to continue to include qualified dependents at the expense of the employee. Employees may participate in the plan until age sixty-five (65).
- Effective June 15, 2000, subject to carrier contract specifications and limitations, the retiree and his/her eligible dependent(s) may participate in the District's Dental Plan at the employee's own expense.
- If the retiree moves out of the service area of District health providers, and qualifies under the continuation of medical coverage in No. 3 above, the retiree (up to age 65) shall be reimbursed up to the current average District cost for active members, once the retiree provides the District with verification of alternate coverage costs.
- If the retiree is not a continuing member of a District-approved medical insurance program, the retiree will be reimbursed up to an annual amount of five-hundred dollars (\$500.00) per year upon verification of actual medical coverage costs paid by the retiree, including but not limited to, Medicare for life.
- If a retiree drops District coverage at any time, the coverage may not be reinstated at a later date.
- The District shall provide for each full-time employee, beginning at age sixty-five (65), who qualifies for the continuation of medical insurance coverage, an amount of one-thousand dollars (\$1,000) a year toward payment on any major medical coverage, including Medicare, health insurance supplement policy, for the covered employee only, for life.

VIII: REIMBURSEMENT OF EXPENSES

Travel and Conference Expenses - An administrator shall, in accordance with District policies and procedures, be reimbursed for approved travel and conference expenditures. The amount available for expenditures shall be designated annually in the District budget.

Time spent traveling to and from approved travel and conferences is to be considered as regular work time.

Non-Owned Automobile Insurance - The District provides secondary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business.

Physical Examinations - The District provides the full cost of any medical examination required as a condition of continued employment.

IX: ACADEMIC ADMINISTRATOR EVALUATIONS

A. Evaluation Policy

1. The purpose of the evaluation process is to assess administrators in the performance of their assigned duties and responsibilities, and to assist administrators in their professional development. The evaluation will be based on the administrator's duties and responsibilities.
2. The primary evaluator will be the immediate supervisor of the administrative employee. The primary evaluator is responsible for ensuring that the evaluation occurs according to the schedule described below. All evaluations shall be reviewed and may be commented upon by the supervisor of the primary evaluator. Where there exists a relationship which creates the potential for a conflict of interest between the employee and the evaluating supervisor, the evaluation shall be conducted by an alternate supervisor assigned by the Superintendent/President.
3. Every administrator shall be evaluated during the Fall Semester of the first year of his/her initial contract, and every three years thereafter. An out-of-sequence evaluation may be conducted in any year of the contract, if it is deemed necessary by the evaluating supervisor.
4. The administrator shall be rated as "Satisfactory," "Improvement Needed," or "Unsatisfactory" on the Administrator Evaluation Form. Any rating of "Improvement Needed" shall include a list of specific suggestions for improvement and specified appropriate timelines. A contract renewal for an administrator rated "Improvement Needed" or "Unsatisfactory" shall not exceed one (1) year. A follow-up evaluation date shall be set for any time after sixty (60) days from the date of the original evaluation for any administrator rated less than "Satisfactory."
5. Signed copies of all completed Administrator Evaluation Forms shall be permanently retained in the administrator's personnel file.

B. Evaluation Process

Self-Evaluation

Using the job description, Institutional Strategic Plan, area strategic plan (if applicable), and other relevant documentation, the administrator shall

1. Cite specific activities, accomplishments and deficits relating to the components
2. List goals for the next evaluation period
3. Propose a professional development plan
4. Submit completed self-evaluation to evaluating supervisor.

Supervisor Evaluation

1. Evaluate administrator based on performance of assigned duties and responsibilities.
2. Respond in writing to the administrator's self-evaluation, including comments and recommendations regarding performance, goals and professional development plan.

C. Evaluation Conference

1. Supervisor shall schedule evaluation conference with administrator.
2. Entire evaluation shall be discussed and reviewed.
3. Evaluation form signed by administrator and evaluating supervisor. Signing the form shall not necessarily indicate agreement with the evaluation. The administrator may attach a response to the supervisor's evaluation.
4. Supervisor shall provide original signed evaluation form to Human Resources Office for filing.

X: CONFLICT RESOLUTION PROCEDURE

A. Purpose

The purpose of this procedure is to resolve work-related complaints, issues, and/or problems involving District administrators in an expeditious manner. All parties affirm that these procedures shall be kept collegial and as confidential as may be appropriate at each step of this procedure. References to "employee" in this procedure shall mean Academic or Educational Administrator.

B. Definitions

These procedures shall be utilized to facilitate communication and avoid adversarial situations;

Matters for which a specific method of review is provided by law, such as dismissal, FEPC, OSHA, EEOC, or DFEH, are not within the scope of this procedure;

A "day" is a day in which the administrative office of the District is open for business and one which employees are required to work;

The "immediate supervisor" is the lowest level management or supervisory position having immediate jurisdiction over the employee.

C. Procedures

Step 1 - Informal

Every effort should be made to resolve any conflict before filing a written complaint with the employee's immediate supervisor.

At any time during the informal or formal process, the employee may request and be allowed to have a SCCDAA representative present.

Step 2 - Formal

1. The employee must present his/her complaint or problem in writing to the immediate supervisor. This shall be a clear, concise statement of the complaint/problem, the circumstances involved, and the specific solution suggested. The supervisor shall communicate, in writing, a decision to the employee within ten (10) days after receiving the written complaint/problem. Within the above time limits, either party may request a personal conference with the other party.
2. Before advancement of the complaint to the next administrative level, either party may request mediation. Mediation services shall be arranged through the office of the Director of Human Resources.
3. In the event the employee is not satisfied with the decision, the employee may appeal the decision, in writing, to the next appropriate administrative level within five (5) days. This statement should include a copy of the original complaint, the decision rendered, and a clear, concise statement of the reason for the appeal.

4. If the employee is not satisfied with the decision or outcome of mediation, Step 3 may be repeated at each administrative level until it reaches the Superintendent/President or the conflict has been resolved.
5. The decision of the Superintendent/President shall be final and may not be appealed.

XI: ASSIGNMENT TO FACULTY SERVICE

A. Administrators Who Hold Tenure as Faculty Members

Administrators with faculty tenure receiving notice of non-reemployment, who are not assigned to another administrative position, shall have the right to return to faculty service in accordance with Education Code 87458 and District Policy No. 7257.

B. Administrators Who Do Not Hold Tenure as Faculty Members

An Administrator hired after June 30, 1990, who did not have faculty tenure in this District at the time of hire, and who is not under contract in a program or project to perform services conducted under contract with public or private agencies or in other categorically funded projects of indeterminate duration, shall have the right to be reassigned to a first-year probationary faculty position upon termination of his or her administrative assignment, provided there is a first year probationary faculty position available in the discipline for which the administrator qualifies, and provided that he/she meets all of the following criteria:

1. Has completed at least two (2) years of satisfactory service, including any time previously served as a faculty member, in the District.
2. Possess the minimum qualifications for employment as a faculty member; and
3. The termination of the administrative assignment is for any reason other than dismissal for cause (Education Code Section 87458).

Until a joint agreement with the Academic Senate has been reached under Section 87458, the District process in existence on January 1, 1989, shall remain in effect for determining whether the educational administrator is qualified to hold a faculty position.

Administrators whose first day of paid service in the District without a break in service precedes July 1, 1990, will be assigned to faculty service in accordance with Education Code Sections 87458.1 and 87459.

The Governing Board shall provide the Academic Senate with an opportunity to present its views to the Governing Board before the Board makes a determination on reassignment. The written record of the decision, including the views of the Academic Senate, shall be available for review. (Education Code Section 87458; District Policy No. 7257).

C. Request for Reasons of the Assignment

Whenever a person employed in an administrative position is assigned to a faculty position, the Governing Board of the District shall give the employee, when requested by him or her, a written statement of the reasons for the transfer. (Education Code Section 87457).

XII: NON-RENEWAL AND/OR TERMINATION OF CONTRACT

- A. **Notice of Non-Reemployment** - If the Governing Board of the District determines that an administrator is not to be reemployed by appointment or contract in his or her administrative position upon the expiration of his or her appointment or contract, the administrator shall be given written notice of this determination by the Governing Board no later than March 15 of the year the appointment or contract expires (Education Code Section 72411).

At the discretion of the Governing Board, an administrator who receives a notice of non-reemployment may be reassigned to a different administrative position for the next succeeding academic year (Education Code Section 72411).

- B. **Mutual Consent** - An administrative contract may be terminated at any time by mutual consent of the Governing Board and the administrator.
- C. **Resignation** - An administrator may resign from District employment at any time by giving written notice. The employment contract shall terminate on the date the resignation is effective.
- D. **Non-renewal of Agreement or Appointment by the District** - The Governing Board may elect not to renew an administrator's contract providing that the administrator is notified in accordance with the provisions of Education Code Section 72411.
- E. **Termination for Cause - Administrators Without Faculty Tenure** - The administrator's status as a District employee and all of the administrator's rights under his/her employment contract, including but not limited to, salary and all benefits, may be terminated by the Governing Board at any time for, but not limited to: breach of contract; unsatisfactory evaluation; any ground enumerated in Education Code Section 87732 or 87735; or the administrator's failure to perform his/her responsibilities as set forth in the employment contract, as defined by law, or as specified in the administrator's job description. The Governing Board shall not terminate the employment contract pursuant to this paragraph until a written statement of the grounds for termination have first been served upon the administrator. The administrator shall then be entitled to a meeting before the Governing Board, at which time the administrator shall be given a reasonable opportunity to address the Governing Board's concerns. The administrator shall have the right to have a representative of his/her choice at his/her expense at the conference with the Governing Board. The conference with the Governing Board shall be the administrator's exclusive right to any hearing otherwise required by law.
- F. **Termination for Cause - Administrators With Faculty Tenure** - Administrators with faculty tenure may be terminated from employment during the term of his/her administrative contract and return to faculty status. The termination of status as tenured faculty shall be pursuant to Education Code Sections governing dismissal of faculty for cause or governing the layoffs of District faculty.
- G. **Early Termination - Administrators Without Faculty Tenure** - The Governing Board unilaterally and without cause may terminate an administrator's employment contract without cause at any time upon written notice to the administrator. In consideration of the Governing Board's right to terminate the contract without cause, the District shall pay the administrator his/her then current salary until the expiration of the contract, or for a period of six (6) calendar months after the effective date of the termination, whichever is less.

XIII: PERSONNEL FILES

A. **Definition:** A “personnel file” shall mean the file which is compiled on an employee and maintained by the Human Resources Office. Excluded from such file are supervisors’ personal notes regarding the employee and records relating to grievances. The materials in the personnel file shall be the only personnel records which may be used by the District in any proceedings which affect the status of the employee. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved,

B. **Placing Materials in the Personnel File**

1. No material whose origin cannot be identified may be placed in the file.
2. In accordance with Education Code Section 87031, information of a derogatory nature shall not be entered into an Administrator’s personnel records unless and until the Administrator is given notice and an opportunity to review and comment on that information. The Administrator shall have the right to enter, and have attached to any derogatory statement, his or her own comments.

C. **Viewing the File**

An Administrator who is currently employed by the District has the right to inspect personnel records pursuant to Section 1198.5 of the California Labor Code.