

SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT

**CLASSIFIED ADMINISTRATOR
HANDBOOK**



SOUTHWESTERN COLLEGE

Approved by Governing Board: June 12, 2013

CLASSIFIED ADMINISTRATOR HANDBOOK
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FOREWORD

The Classified Staff Handbook provides information, procedures and policies that apply to all classified employees of the College. Classified Management and Supervisory employees are not members of the Classified Bargaining Unit; therefore, the provisions of the C.S.E.A. Contract do not apply to these employees. In addition to the provisions of the Classified Staff Handbook, this supplement provides additional information that applies to those Classified Administrators not included within the Classified Bargaining Unit.

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

The Classified 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.

I. WORKLOAD & ASSIGNMENTS

A. Normal Workweek and Workday - Classified Administrators are assigned a normal workweek of forty (40) hours, and a normal workday of eight (8) hours. The workdays and hours 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.

Classified 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. Overtime - Pursuant to the provisions of Section 88029 of the Education Code, the Governing Board has designated the positions on the Classified Administrator Salary Schedule as exempt and excluded from the laws and regulations pertaining to overtime.

D. 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 one (1) year.

E. 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.

F. Reclassification Review - If the duties and/or responsibilities of a position held by a Classified Administrator have been significantly changed, the administrator may request a reclassification review with the approval of the administrative supervisor, pursuant to the timelines provided in the District's Classification and Reclassification Process.

If the reclassification recommendation is approved by the Governing Board, the appropriate compensation shall be retroactive to the date Human Resources received the reclassification request.

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

II. VACATION AND HOLIDAYS

A. Vacation - Classified 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 days accumulated vacation 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 that 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 - Vacation records will be assessed annually as of June 30. Employees 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, use 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 - Classified Administrators are entitled to paid holidays in accordance with law and the adopted Academic Calendar and are granted holidays as listed below. Additional holidays may be declared by the Governing Board. If a holiday falls on Saturday or Sunday, it will be observed on either Friday or Monday.

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

III. LEAVES

A. Bereavement Leave - A Classified Administrator 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. Elected Public Official Leave – Classified Administrators elected to public office shall be granted up to five (5) days leave annually for business related to the office held. Leave taken under this section shall be deducted from the employee's accumulated sick days.

C. 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.

D. Industrial Accident and Illness Leave - Classified Administrators will be entitled to industrial accident leave according to the provision in Education Code Section 88192 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 is a minimum of 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.

E. 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.

F. Military Leave - The District shall comply with all terms and provisions of the Uniform Service Employee Rights and Responsibilities Act (USERRA).

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 - Personal leave shall be granted without pay to any female 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 illness or surgery resulting from pregnancy. Sick leave, however, may not be granted while an employee is on personal leave. 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 Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

I. Personal Necessity Leave - Sick 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.

J. Reduction in Service Leave – An administrator may request to be granted a reduction in service leave. The administrator may request a maximum employment reduction of fifty-percent (50%) of the total 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.

K. Sick Leave - Classified Administrators are entitled to paid leave of absence for personal illness or injury, hereafter called sick leave, at the rate of one (1) day for each month of service rendered. Such entitlement is credited on the day of employment for the fiscal year and annually on July 1 thereafter.

The paid sick leave authorized under this policy is exclusive of any other paid leave, holidays, vacation or compensatory time to which the employee may be entitled.

Unused sick leave is cumulative from year-to-year indefinitely while employed. The protection ends upon termination of employment and there is no payment for accumulated sick leave at termination of employment. Subject to the provisions of the Education Code, unused sick leave may be credited toward years of service upon retirement from the District.

A Classified 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. 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.

In accordance with Education Code section 88196, in addition to the regular sick leave described above, employees are entitled to up to an additional one-hundred (100) work days of sick leave in addition to the regular sick leave described above. Provisions of this additional one-hundred (100) day benefit period are as follows:

Benefits take effect only after all accumulated sick leave and all other paid leave is exhausted and in no case will the total exceed one-hundred (100) work days in a fiscal year.

Benefits provided during the one hundred (100) workdays are the difference between regular salary and the cost of hiring a substitute or, in the event no substitute is hired, fifty percent (50%) of regular salary.

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.

Accumulated sick leave may be transferable from one public school district to another within the State of California provided the employee has been employed by the first school district for one (1) year or more and accepts a position with the second school district within one (1) year of termination of employment (Section 88202 of the Education Code).

L. Reporting Absences - When an employee is going to be absent from duty, it shall be his/her responsibility to notify his/her supervisor as soon as possible. When reporting an absence, an indication should be given as to when return to work is anticipated.

Substitutes, when authorized, will be obtained by the Director of Human Resources. Except in certain cases where prior arrangements have been made, substitutes will not be provided on the first day of an employee's absence nor for absences of only one (1) day.

No charge shall be made for absences of less than one half (1/2) day.

IV. SALARIES

A. Salary Schedule - All Classified Administrators are placed on the Classified Administrator 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. Salary Differential - Contract employees whose normal assignment requires them to work until 7:00 P.M. or later for at least 75% of their work year will be entitled to one additional range on the salary schedule for the entire year. Employees whose normal assignment requires them to work the period 12:00 midnight to 6:00 A.M. for at least 75% of their work year will be entitled to two additional ranges on the salary schedule for the entire year.

C. 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).

D. New Administrators - Initial placement of an administrator on the salary schedule will take into consideration education and previous administrative experience. The Director of Human Resources will obtain salary verification from previous employer for new administrators.

E. Meet and Confer - Classified Administrators shall have the right to meet and confer with the Superintendent/President regarding salary and benefits, through the SCCDAA Meet and Confer representatives.

F. New Positions or Classes of Positions - All newly-created positions or classes of positions shall be designated by the District. The District shall discuss with SCCDAA whether the designated positions fall within the Administrators' Association or not.

V. HEALTH & WELFARE BENEFITS

A. District Health & Welfare Benefit Plan

The District provides a District-funded health and welfare benefits program with an equivalent dollar value as afforded all other employee groups. The District health and welfare benefits program is a cafeteria plan that requires that the employee enroll in a basic life insurance plan and a dental plan. The employee may elect to participate in a major medical plan, income protection plans, or additional life insurance plans. The employee may also, within the limits of the law, use the money allocated for a health and welfare benefit program to purchase tax sheltered annuities as designated on the Health and Welfare Benefit Selection Form. In addition, employees may receive group rates in other life insurance and income protection plans at their own expense.

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

B. Benefits for Retirees (District Policy No. 5225)

1. For employees hired before January 1, 2004, the District shall provide medical support in the District's retiree medical insurance program for all qualifying full-time Classified Administrators who retire prior to the age of 65, and who meet the following requirements:
 - a. The employee shall have completed a minimum of ten (10) years satisfactory service to the District as a Classified Administrator and have reached the age of fifty-five (55) in the year of application.
 - b. 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.
 - c. 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.

- d. 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.
 - e. 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.
 - f. 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:
- a. 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.
 - b. 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).
 - c. 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.
 - d. 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.
 - e. 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.

- f. If a retiree drops District coverage at any time, the coverage may not be reinstated at a later date.
- g. 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.

VI. EDUCATIONAL INCENTIVE & REIMBURSEMENT PROGRAM

Educational Incentive - Classified Administrators shall be eligible for educational incentive salary advancement pursuant to District Policy No. 5233.

General Regulations

1. The Educational Incentive Policy shall provide for a three-time one-range advancement on the appropriate salary schedule for each employee who completes the requirements of the Educational Incentive Program by completing the equivalent of twelve (12) semester units of college course work, and shall continue as long as the employee remains in the employment of the District.
2. Credit under the Educational Incentive Program shall be granted only for activities which are job related, for the first two one-range increases on the salary schedule. Credit shall be granted for activities which are job related or necessary to receive a degree for the third one-range increase on the salary schedule.
3. Any course for which credit for salary advancement has been granted under the Educational Incentive Program shall not be eligible to be used by the employee for tuition reimbursement as spelled out in the Tuition Reimbursement Policy.
4. All courses shall be taken outside of the employee's assigned work hours. However, if the desired class is not offered outside of the employee's assigned work hours the Supervisor may approve the employee taking that class during his or her assigned work hours and will adjust the employee's work hours accordingly.

Application Procedure

1. A "Classified Supervisory, Management and Confidential Application for Educational Incentive Program" Form may be obtained from the Human Resources Office.
2. The Form must be submitted to the Vice President for Human Resources for prior approval in order to receive credit for participation in an Educational Incentive Program.
3. If the Form is being used for course work, it must include a printed description/official copy of the adult school, college or university course outline/description, and any official documentation from the institution which identifies the course number, grading, units of work (quarter or semester) and any other material pertinent to the interpretation of the official transcript.

4. If the Form is being used for a workshop/seminar, it must include a printed description of the activity and include the number of scheduled days and/or hours.
5. The Vice President for Human Resources shall determine the timelines, application procedures and approval of the course work/activity which is "field related" in order for the employee to receive credit for participation in the Educational Incentive Program.
6. If the Vice President for Human Resources determines that the employee's proposed course work/activity is not "field related," the employee may appeal the decision to the Superintendent/President.

Course Work/Activity Credit

1. Course work/activities for which credit may be granted include, but are not limited to, college course work, workshops, conferences, seminars and college-sponsored in-service programs.
2. For participation in approved activities for which units are not granted, the employee shall be granted one (1) unit of course work equivalency for each sixteen (16) hours of approved activity.
3. Credit may be granted to an employee who attends an in-service program during the employee's assigned work hours. The employee's immediate supervisor may adjust the employee's work hours to permit attendance at approved activities.
4. No credit shall be granted for attendance at activities for which the employee receives reimbursement from the District.

Completion of Course Work/Activity

1. After completion of twelve (12) units of approved credit course work or activity, the employee must submit a Request for Salary Advancement Form to the Director of Human Resources.
2. It is the employee's responsibility to verify to the District the successful completion of any course work (transcript/grade notice) or activity (attendance certificate or other proof of attendance) in order to be credited, and in a manner prescribed by the District.
3. Upon approval of the Vice President for Human Resources the employee will be granted an increment effective the first day of the following month.

Tuition Reimbursement (District Policy No. 5233)

1. Pursuant to District Policy No. 5233, Classified Administrators are eligible for tuition reimbursement upon completion of courses that are field-related at accredited colleges and universities.
2. All courses shall be taken outside the employee's assigned work hours and the employee may be granted a one-time total of eight hundred dollars (\$800.00) toward tuition or course fees.
3. Employees shall apply in advance of commencement of course work on "Classified Supervisory, Management and Confidential Application for Tuition Reimbursement" form and reimbursement may only be received for those courses which meet the criteria established for credit.
4. Tuition reimbursement will be paid upon verification of successful completion of course work with a grade 'C' or better.
5. Any course for which tuition reimbursement has been granted shall not be eligible to be used by the employee for credit for salary advancement under the Educational Incentive Policy.

Fee Waiver/Reimbursement For Credit Classes

Classified Administrators will be permitted to take credit classes at any campus in the District with enrollment fees waived. Employees shall be reimbursed at \$25 per unit for fees or book expenses for job related courses taken outside the Southwestern Community College District at an accredited institution of higher education. Reimbursement will be made upon successful completion ("C" grade or better or equivalent). This course work must be approved for job relatedness by the immediate supervisor. Courses taken under this provision are not eligible for credit under the Education Incentive Program.

VII. REIMBURSEMENT OF EXPENSES

A. Travel and Conference Expenses - Classified Administrators 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 and requests for travel leave must be approved by the employee's immediate supervisor.

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

B. 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.

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

D. Property Damage - The District reimburses employees up to one hundred (\$100) dollars for each incident that exceeds ten dollars for any stolen, damaged or destroyed personal property of the employee while on duty, on District property, or on a District-approved activity provided there was no negligence by the employee.

For the intent of this section, 'personal property' is defined as eyeglasses, hearing aids, dentures, watches or articles of clothing.

Vehicle damage shall be covered if the following conditions are met:

- (1) The employee was authorized to use his/her vehicle in a District-approved activity and
- (2) there was no negligence by the employee.

In the event an employee is reimbursed pursuant to this section, the District shall have the right of recovery to the extent of such payment, from the party committing the theft or damage to property.

An employee filing a claim pursuant to this section shall file said claim on the District-prepared claim form no later than three working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property. A police report of the incident may be required prior to consideration by the District.

VIII. EVALUATIONS

Definition – An official evaluation is defined as an assessment of an employee's work performance.

Each Classified Administrator shall be evaluated by the employee's immediate supervisor.

Pursuant to Education Code 88013, new Classified Administrators shall serve a probationary period that will not exceed twelve (12) months.

Progress evaluations for new probationary employees shall be submitted on or about the end of third, sixth, and tenth month from the date of appointment to the position.

An employee who is promoted, shall serve a probationary period of nine (9) months in the higher salary classification position.

Progress evaluations for probationary employees who were promoted, shall be submitted on or about the end of third, sixth, and eighth month from the date of appointment to the position.

Pursuant to Education Code Section 88013, a permanent employee who accepts a promotion and fails to complete the probationary period for that promotional classification, shall be employed in the position from which he or she was promoted.

Progress evaluations for all other employees shall be submitted at least once during the fiscal year at a time designated by the District. After five (5) years of service in the current classification, the employee's regular evaluation will be once every two (2) years.

Any Improvement-Needed evaluation shall include specific recommendations for improvement. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Education Code Section 87031.

Special evaluation may be made at other-than-the specified times upon the request of the employee's supervisor.

IX. CONFLICT RESOLUTION PROCEDURE

Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to work-related complaints, issues, and/or problems between and amongst the District's academic and Classified Administrators. All parties affirm that these procedures shall be kept as informal and as confidential as may be appropriate at each step of this procedure.

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.

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 grievance process, the employee may request and be allowed to have a SCCDAA representative present.

Step II - 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.

X. TERMINATION OF EMPLOYMENT

- A. Mutual Consent** – A Classified Administrator’s employment may be terminated at any time by mutual consent of the Governing Board and the employee.
- B. Resignation** - An employee may resign from District employment at any time.
- C. Termination for Cause** - Classified Administrators may be disciplined for cause pursuant to District Policy No. 5215 - Suspension, Demotion and Dismissal of Classified Employees.

XI: LAYOFF & REEMPLOYMENT

Layoffs and Re-employment Procedures – The layoff and re-employment of Classified Administrators shall be pursuant to Sections 88014, 88017, 88117, and 88127 of the Education Code.

Reason for Layoff – Pursuant to Education Code 88127, classified employees shall be subject to layoff for lack of work or lack of funds. Education Code Section 88017 provides that lay off may result when a specially funded program expires.

Notice of Layoff – Classified Administrators affected by layoff shall be given notice of lay off not less than sixty (60) calendar days prior to the effective date of layoff and shall be informed of their displacement rights, if any, and reemployment rights, pursuant to applicable Education Codes Sections 88014, 88017, 88117, and 88127.

Bumping Rights – A Classified Administrator who has held a classified bargaining unit position, shall have the right to bump into the position previously held in which he or she has greater seniority than a classified employee serving the classification. If two (2) or more employees subject to layoff have equal classification seniority, the determination as to who shall be laid off shall be made on the basis of the greater total seniority. If that is equal, then the determination shall be made by lot.

XII. 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:

1. Were obtained prior to the employment of the person involved,
2. Were prepared by identifiable examination committee members, or
3. Were obtained in connection with a promotional examination.

B. Placing Materials in the Personnel File

1. No material whose origin cannot be identified may be placed in the file.
2. Prior to any adverse or derogatory material being placed in a personnel file, the employee will be given a reasonable time to respond, in writing, to the material. A copy of the material shall be provided to the employee, along with written notice of the deadline for response. Any such written response shall be submitted to the Human Resources Office within twenty (20) working days from the date of issuance to the employee of the derogatory or adverse material. This response shall then be attached to the material and entered in the file.
3. Such material which has been placed in the personnel file shall be removed from the file at the written request of the employee no earlier than three (3) years from the date it was issued, provided that no other related occurrences occurred.
4. The material removed from an employee’s personnel file may be maintained separate from any personnel file under the following conditions:
 - a. The material shall be kept in the Office of Human Resources.
 - b. Such material may not be used by the District in any proceedings which affects the status of the employee.
 - c. Whenever possible, the employee will be notified when any such material is to be viewed. If it is not possible to inform the employee before such material is viewed, the employee shall be notified by the Office of Human Resources within five (5) days of the viewing. Notification shall include the date and the purpose of the viewing and the identity of the viewer.

- d. Such material may only be viewed by the President/Superintendent, the Vice President of Human Resources, the Director of Human Resources, and attorneys for the District. Notwithstanding the foregoing limitation, the material may be utilized by the District in compliance with a legal court order.

C. Viewing the File

1. An employee shall have the right, at any reasonable time, to inspect his or her personnel file.
2. The employee may be accompanied by a representative of the Administrators' Association (SCCDAA).
3. The employee's Administrator's Association (SCCDAA) representative shall have the right, with the written consent to the employee, to inspect the employee's personnel file at a reasonable time.