



Shasta-Tehama-Trinity Joint Community College District

Appendix A to

Educational Administrator Employment Agreement

Revised 10/09/13, 03/29/15, 07/01/17, 07/01/19, 07/01/2022

Shasta-Tehama-Trinity Joint Community College District

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Educational Administrator Employment Agreement
Leaves of Absence and Insurance Benefits

Section 1. Leaves of Absence

1.1 Definitions

1.1.1 Immediate family means the mother, father, step-parents, grandmother, grandfather, or grandchild of the bargaining unit member or their spouse or registered domestic partner and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, step-child, niece, nephew, brother-in-law, sister-in-law, brother, or sister of the bargaining unit member, or any legal dependent or relative living in the immediate household of the Administrator. *(Rev. 7/1/19)*

1.1.2 Paid Leave--any leave during which the Administrator receives any remuneration from the District in the form of salary and/or fringe benefits. All other leaves will be considered unpaid.

1.2 Short-Term Leaves

1.2.1 Absences

Unless otherwise provided for in this Agreement, the Administrator shall not be absent from the College campus during his/her scheduled assignment without prior notification and approval from the Superintendent/President or designee.

1.2.2 Bereavement Leave

Administrator is entitled to a leave of absence, not to exceed five (5) days, in the event of a death of any member of his/her immediate family. No deduction shall be made from the Administrator's salary nor shall such leave be deducted from other leaves granted by the District.

1.2.3 Witness and Jury Duty

Administrator will be granted leave of absence when he/she has been called for jury duty in the manner provided by law. The District shall grant such leaves of absence with pay up to the amount of the difference between the Administrator's regular earnings and any amount received for jury or witness fees.

In practice, Administrator will endorse his/her juror's or witness' fees to the District and receive his/her regular District salary. Mileage and meal allowances will be paid directly to the Administrator. If fees are not endorsed to the District, the leave will be granted without pay. Only those fees received by the Administrator attributable to scheduled hours of employment shall be subject to the endorsement policy.

1.2.4 Personal Necessity

Any days of leave of absence for illness or injury allowed under this Agreement may be used by an Administrator in case of personal necessity, not to exceed six (6) days in any Agreement year.

1.2.5 Military, National Guard, and Reserve

Administrator shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

1.2.6 Personal Illness and Injury

- a. Administrator shall accrue one (1) day of paid sick leave per month of employment. Accumulation is permissible without limit during Administrator's employment.
- b. An Administrator desiring sick leave allowance is required to submit a written absence report within two (2) working days after return to duty.
- c. If the absence exceeds five (5) working days, the Administrator shall be required to provide a physician's written verification of illness and a release to return to duty.
- d. An Administrator who reports to work at least four (4) hours of the day shall not be charged for leave or vacation usage.

(Rev. 7/1/19)

- e. When Administrator is absent from duty on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of his/her employment, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill this position during an absence or, if no substitute was employed, the amount which would have been paid to the substitute had a substitute been employed.
- f. When Administrator is absent from duty on account of illness for a period of more than five (5) school months, or when Administrator is absent from duty for a cause other than illness, the amount deducted from the salary due for the month(s) in which the absence occurs shall be determined by the Board.

1.2.7 Industrial Accident and Illness Leave

- a. Industrial Accident and Illness Leave shall be for not more than sixty (60) days during which the College is required to be in session or when the Administrator would, otherwise, have been performing work for the District in any one fiscal year for the same accident. Such Industrial Accident and Illness Leave shall commence on the first day of absence and shall not be accumulated from year to year.
- b. When Administrator is absent from duty due to an industrial accident or illness, the Administrator shall be paid the portion of the salary due for any months in which the absence occurs as, when added to the temporary disability indemnity under Division 4.5 of the Labor Code, will result in a payment of no more than Administrator's full salary. The phrase "full salary" shall be computed so that it shall not be less than Administrator's average weekly earnings, as that phrase is utilized in Section 4453 of the Labor Code. The maximum minimum average weekly earnings set forth in Section 4452 of the Labor Code shall, otherwise, not be deemed applicable.
- c. Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability indemnity award. When an Industrial Accident and Illness Leave overlaps into the next fiscal year, Administrator shall be entitled to only the amount of unused leave due for the same illness or injury.

- d. Upon termination of the Industrial Accident and Illness Leave, Administrator shall be entitled to sick leave benefits or any other applicable leave as outlined in this Appendix or his/her employment agreement; and the absence shall be deemed to have commenced on the date of termination of the Industrial Accident and Illness Leave, provided that if Administrator continues to receive temporary disability indemnity, Administrator may elect to take as much accumulated sick leave which, when added to the temporary disability indemnity, will result in a payment of not more than his/her full salary.
- e. During any paid leave of absence, Administrator shall endorse to the District the temporary disability indemnity check received on account of the industrial accident or illness. The District, in turn, shall issue the Administrator appropriate salary warrants for payment of the Administrator's salary and shall deduct normal retirement and other authorized contributions.
- f. An Administrator receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

1.2.8 Benefits While on Leave

1.2.8.1 Paid Leave

Unless otherwise provided in this Appendix, an Administrator on a paid leave of absence shall be entitled to:

- a. Return to the same position held immediately before commencement of the leave;
- b. Receive credit for any annual salary increments provided during this leave; and
- c. Receive all other fringe benefits outlined in this Appendix and his/her employment agreement including, but not limited to, insurance and retirement benefits to the extent not expressly prohibited by law.

1.2.8.2 Unpaid Leave

Administrators on unpaid leave shall be entitled to benefit coverage at their own expense to the extent permitted by the insurance carrier. In accordance with Education Code Section 22716, Administrators on unpaid leave cannot maintain State Teachers' Retirement System benefits for the time while on leave.

1.3 Long-Term Leaves

1.3.1 Parental and Bonding Leave

Administrator may use accumulated paid leave for parental leave for up to 12 workweeks. Parental leave may be taken incrementally or consecutively, but must be taken within 12 months following the date of birth or adoption of a child. Administrator exhausting all current and accumulated paid leave before receiving all 12 workweeks of parental leave will be paid 50% of their regular salary for the remaining portion of their parental leave as long as they meet the eligibility requirements of the California Family Rights Act.

(Rev. 7/1/19)

1.3.2 Family and Medical Leave

Administrator is eligible for unpaid family and medical leave pursuant to applicable Federal and State law (e.g. the Family Medical Leave Act of 1993 and the California Family Rights Act of 1991).

1.3.3 Sabbatical Leave

Under the provisions of the California Education Code, Sections 87767-87775, the Board may grant any administrator a leave of absence not to exceed one (1) year for the purpose of permitting advanced research, travel, or other acceptable plans submitted and designated for the benefit of the College District and the students.

a. Purpose of Sabbatical Leave

Sabbatical leaves are granted to enable recipients to be engaged in programs of research and/or study, thus to become more effective administrators within their disciplines and to enhance their services to the College.

b. Types of Sabbaticals

- (1) To pursue an advanced degree or appropriate post-graduate study within one's administrative assignment at an accredited university or college.
- (2) To conduct documented study and/or research that is conducive to improving one's effectiveness in their administrative assignment.

c. Standards

Each candidate must meet appropriate standards in order for the request for sabbatical leave to be considered for approval.

(1) Graduate Work

1. Course work for the advanced degree or post-graduate work must be at an institution fully accredited by one of the associations of the Council on Post-Secondary Accreditation and listed in Accredited Institutions of Post-Secondary Education, or in the case of international study, at a recognized institution.
2. Proof of the applicant's formal application for graduate work must be provided.

(2) Research/Documented Study

A proposal must be developed and executed. The applicant must submit, in advance, an outline of his/her research design or documented study.

d. Report of Results

- (1) Within ninety (90) calendar days following return from leave, the recipient of the sabbatical leave shall submit to the Superintendent a concise written report of the results of the leave to include, as applicable, the following:
 1. Account of activities during the leave, including travel itineraries, institutions and locations visited, persons with whom there was extensive consultation or collaboration, and any formal lectures delivered.

2. Statement of progress made on the project as proposed in the application.
3. Explanation of any significant changes made in the project.
4. Appraisal of the relationship between the results anticipated in the leave project statement and those actually achieved.
5. Statement of future activity related to the project, including plans for completion of the project.

(2) Within the first semester after return, the recipient of the sabbatical leave shall make an oral presentation of the findings to interested administrators, faculty, staff, and students, and abstracts of the presentation will be distributed.

e. Eligibility

An administrator is eligible to apply for either a six-month or a one-year administrator sabbatical leave for the above purposes after completion of six (6) consecutive years of satisfactory full-time and part-time management service to the District. All services rendered on a contract of 50 percent or greater shall be counted for eligibility under the terms of this agreement. (Education Code, Section 87768.) The administrator shall be employed at least one-half time during a particular year in order for that year to qualify as one of the six. When the administrator has accrued the equivalent of five and one-half contract years, the Board will consider granting a sabbatical leave.

In keeping with this policy, authorized leaves will not constitute a break in the continuity of service and shall be included as a year of service in computing eligibility requirements.

f. Final Requirements Prior to Board Approval

The following, as applicable, is/are required prior to the Board's final approval of the sabbatical leave:

- (1) Proof of applicant's formal acceptance for graduate work.
- (2) Assurances of cooperation, or authorization to conduct the project, received from individuals, institutions, or agencies.

g. Selection

All administrators covered by this agreement will be given equal consideration in determining priority, with the number of those on leave being so balanced among the administrators as to preserve continuity in the educational programs or services of the College and with the potential value of the leave to the students and to the College District being of primary importance. The administrator applying for the first sabbatical leave shall have priority over an Administrator applying for a second leave. Its worth shall be judged not only in terms of professional value to the applicant but also in terms of what the applicant may contribute following his/her return to the District through improved administrator performance, leadership, and curriculum development.

h. Application Process

Applications for sabbatical leaves for either one or two semesters must be submitted during the month of November of the preceding school year.

The applicant must follow the format of the official application form and attach information to the cover page along with supporting documents as required.

Sabbatical leave applicants will complete the cover page of the application secured from the Vice President of Instruction. The application will be accompanied by a physical examination report from the applicant's doctor.

An Administrator Sabbatical Leave Committee of three members appointed by the Superintendent, will screen applications for sabbatical leaves and prepare recommendations for Board consideration. Recommendations of the Committee may be appealed to the Board.

The Sabbatical Leave Committee will meet within thirty (30) calendar days, no later than December 15, and make a recommendation for Board consideration within sixty (60) calendar days, no later than February 15, after the beginning of the semester of application.

i. Compensation

An administrator granted a sabbatical leave for one-half year shall be paid 100 percent of their full salary during such leave, to be paid during the semester of absence unless other arrangements are made within thirty (30) days following the award of the sabbatical.

An administrator granted a sabbatical leave for a period of more than six months to one year shall be paid 85 percent for the period during which the leave was taken.

A bond may be required to receive such compensation unless the Board approves the Leave of Absence Agreement in lieu of such bond. If a Leave of Absence Agreement is substituted in lieu of a faithful performance bond, the administrator must render two full years of service immediately following return from sabbatical leave. Failure to perform will result in a payment to the District by the administrator from the sum received proportionate to the time of failure to meet

the obligation of service in the two-year period. The bond shall be exonerated in the event that failure of the administrator to return and render two years of service is caused by the death or the physical or mental disability of the administrator.

j. Benefits

While on leave, the Administrator is to be considered an active member of the Administrator unit and entitled to insurance benefits provided that he/she continues to pay any required insurance premiums. The College District shall pay the same insurance premiums for the administrator on leave as is paid for resident administrators.

The same insurance provisions shall apply to any administrator while on leave to participate in exchange assignments, such as Fulbright.

Leave time shall be included not only for service and experience on the salary schedule, but also for subsequent leaves and/or retirement. Should the administrator desire to maintain state teachers' retirement credit for the period of absence, the administrator will pay to the system additional contributions based on the compensation which is the difference between compensation earned and the compensation earnable during the period of sabbatical leave (Education Code, Section 22716).

k. Accident or Illness

Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave, evidence of which is satisfactory, shall not prejudice an administrator with regards to the fulfillment of the conditions regarding study or research on which such leave was granted nor shall it affect the amount of compensation to be paid the administrator under the terms of the sabbatical leave, provided, however, that the Superintendent has been promptly notified of the accident or illness. Notice shall be by registered letter mailed within fifteen (15) days of the accident or illness. Any interruption due to illness beyond thirty (30) days for a six month leave or sixty (60) days or a pro-rated amount during a more than six month to one year leave may result in the termination of the sabbatical leave. If the conditions upon which the leave was granted are unlikely to be met, termination of the sabbatical leave at the discretion of the Board may result.

l. Return to Service

At the expiration of the leave of absence the administrator shall, unless otherwise agreed, be reinstated in a position equivalent in duties to the position held at the time of the granting of the leave.

m. Right to Continue Leave

A person who is successfully pursuing a program leading to an advanced degree while on a sabbatical leave and who has not completed the program will be granted an additional year of unpaid leave upon his/her application. The administrator may be required to supply a faithful performance bond acceptable to the District.

Section 2. Benefits

2.1 Insurance Coverage

The District shall provide Administrator and his/her eligible dependents with the same level of group health insurance, group dental insurance and group vision insurance as the District provides for District academic employees through the Shasta-Trinity Schools Insurance Group JPA. Unless agreed to otherwise, on July 1 of each year the District shall continue to pay the same amount as agreed to for the previous year.

2.1.1 Life Insurance

The District shall pay the full insurance premium for California Association of Community Colleges Decreasing Term Life Insurance Plan C.

2.1.2 Health Insurance Coverage for Retired Administrator

The District shall provide eligible retired Administrator (including only those eligible dependents enrolled at the time of retirement) with group health insurance as provided to current educational administrators. Eligible retired administrators are those who retire from the District and (within 6 months thereafter) retires under PERS or STRS having attained the age of fifty-five (55), having rendered fifteen (15) years of full-time service to the District, subject to the following limitations: *(Rev. 07/01/17)*

For administrators hired prior to September 1, 1989, the District shall pay the full premium (including any portion of the premium applicable to dependents enrolled at the time of retirement).

For administrators hired September 1, 1989 through June 30, 1997, the District shall contribute a maximum of \$847 towards the health insurance premium of Administrator (including coverage for eligible dependents). Dependents enrolled at the time of retirement can remain on Administrator's coverage. Administrator must be age fifty-five (55), have five (5) or more years of full-time service to the District, retire from the District and (within 6 months thereafter) retire under PERS or STRS.

2.1.3 For administrators hired on or after July 1, 1997, but prior to January 1, 2014, the District shall contribute a maximum of \$847 towards the health insurance premium of Administrator (including coverage for eligible dependents). Dependents enrolled at the time of retirement can remain on Administrator's coverage. Administrator must be age fifty-five (55), have five (5) or more years of full-time service to the District and shall retire from the District, and, within six months thereafter, shall retire under PERS or STRS. Coverage shall continue during retirement month-to-month based on one-year of medical benefits for each year of past service to Shasta College but no longer than the retiree attaining the usual age of Medicare eligibility (currently age 65), or upon the retiree being actively enrolled in Medicare, whichever occurs first. For example, if Administrator retires at age fifty-eight (58) with six (6) years and three (3) months of service to Shasta College, coverage shall continue until Administrator has exhausted six (6) years and three (3) months of insurance benefits or has reached Medicare eligibility, whichever comes first. *(Rev. 03/29/15, 07/01/17)*

Administrators hired before July 1, 1997, may qualify for benefits under this section or under section 2.1.2.

If retiree dies before exhausting the maximum benefit under this section the beneficiary may continue coverage until deceased employee would have reached Medicare eligibility or exhausted coverage, whichever comes first.

For administrators hired on or after July 1, 1997, this provision does not provide for vesting of retiree insurance benefits until retirement.

2.1.4 New employees to the District under this classification who are hired on or after January 1, 2014 will no longer receive any monetary contribution from the District for post-employment health benefits. *(Rev. 10/09/13)*

2.1.5 Administrators who previously served in non-administrative District employment shall, at their time of retirement, make a one-time election to select either (1) post-retirement health benefits they are eligible to receive by virtue of their administrative employment; or (2) post-retirement health benefits they are eligible to receive by virtue of their prior non-administrative District employment, provided they satisfy all applicable terms and conditions to receipt of such benefits (crediting both years served in such capacity and years served in an administrative capacity).

2.1.6 General Retirement Provisions:

For purposes of this Appendix A to the Educational Administrator Employment Agreement: (1) an employee's date of hire is their first date of employment in a position qualifying for District-paid health insurance regardless of position classification; and (2) an employee's years of service shall be calculated on the basis of years served in a position qualifying for District-paid health insurance.

In no event shall the District provide a higher benefit level of coverage for any retired administrative employee than the District provides for actively employed administrative employees.

At the time of retirement, administrative retirees shall be entitled to enroll in District dental and vision on the same terms as apply to active administrative employees, except the retiree shall pay the entire premium. The retiree may only maintain such coverage thereafter so long as they remain continuously enrolled.

If a retiree enrolls in District health, dental or vision insurance coverage requiring retiree payment of any portion of the premium, the retiree shall pay their annual portion of the premium in advance, on such terms as the District specifies, as a condition of enrollment or continued enrollment in such coverage. *(Rev. 07/01/17)*

2.2 Payroll Deductions

The District shall provide payroll deduction service for Administrator for tax sheltered annuities, credit unions, and life insurance.

2.3 Payroll Direct Deposit

The District shall provide for direct deposit of administrator's payroll checks by electronic deposit or delivery. The District shall be obligated to make direct deposits only to bank, credit union, or savings and loan branches with at least fifteen (15) Shasta College staff members requesting the service and whose place of business for deposits is located within the City of Redding. The entire paycheck must be deposited at the same branch.

2.4 Retirement Options for Administrators

2.4.1 Reduced Service Option for Administrators

Educational Administrators shall have the option to take a reduction in their workload from full-time administration to part time and have

their retirement benefits based on full-time employment, in accordance with provisions of the Education Code and with approval of the District Superintendent/President.

In order to qualify for this program, the Administrator shall have ten (10) years of prior full-time service in a position requiring certification in the public school system of California, which includes grades K-12, community college, or as a teacher in the California State University and College System, of which the immediate preceding five (5) years were full-time employment. (Sabbatical or other approved leaves of absence shall not be used in computing the five (5) year, full-time service requirement.) The Administrator shall also have attained the age of fifty-five (55) prior to the beginning of the school year or term in which the reduction in service begins. It shall be the Administrator's responsibility to initiate the request for reduced service.

The agreement or contract for reduced service shall be executed by the Administrator and the District, in writing, prior to the period of reduced service at the beginning of the school year or before the beginning of the second half of the school year.

The agreement can be revoked only with the mutual consent of the Administrator and the District. Application for reduced service must be made by March 15 of the year preceding the implementation of the reduced load in accordance with STRS/PERS provisions. Exceptions may be made by the Board.

APPENDIX A TO EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

- 2.4.1.1 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the Administrator's contract of employment during his or her final year of service in a full-time position. Agreements with beginning dates other than the start of the school year require the Administrator to serve at least one-half time for the remainder of that school year. Minimum salary paid shall be equal to no less than one-half time service.
- 2.4.1.2 Reduced service may be on a daily schedule or full time for at least one-half year upon mutual consent of both parties. The Administrator shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment. He/she shall retain all other rights and benefits for which he/she or the District makes the payments, including those as provided in Section 53201 of the Government Code, that would be required if he/she remained in full-time employment.
- 2.4.1.3 No Administrator shall participate in part-time service after attaining the age of 70. Any Administrator in the program who reaches 70 during the school year may continue his/her reduced service for the balance of that year.
- 2.4.1.4 The Administrator and the District agree to submit contributions to the State Teachers' Retirement System based on the compensation which would be earned for full-time employment.

2.4.1.5 Full retirement credit is not earned until the end of the full school term or full school year. An Administrator who terminates prior to these concluding periods will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued.

2.4.1.6 Retirement contributions for service not credited because of termination of contract or agreement, by resignation, dismissal or retirement, will be returned to the Administrator, or in the case of death, to the Administrator's beneficiary.

2.4.1.7 The period of part-time employment shall not exceed five (5) years.

2.5 Reimbursement Rate for Travel Expenses

The reimbursement rate for travel expenses shall be the Standard Business-Use Mileage Rate established by the U.S. Internal Revenue Service. The District will pay the IRS rate at the time of travel. *(Rev. 07/01/22)*

2.6 Administrator Teaching Assignment

Administrators may be allowed to teach without extra pay, with advance written approval of the Vice President of Instruction and/or Superintendent/President, and the agreement of the faculty association.

2.7 Early Retirement Options

Administrators may participate in early retirement options, i.e. Golden Handshake, if such options are offered to District academic employees.
