

ADMINISTRATIVE HANDBOOK



West Valley - Mission

Community College District

Revised November 2014

ADMINISTRATIVE HANDBOOK

Administrators' Responsibilities, Rights and Terms and Conditions of Employment

PREFACE.....Managers' Association.....	1
SECTION 1Administrative Duties.....	2
SECTION 2Administrative Evaluation.....	4
SECTION 3Personnel Files.....	6
SECTION 4Administrative Contracts.....	7
SECTION 5Discipline.....	9
SECTION 6Grievance Procedure.....	13
SECTION 7Payroll Deduction.....	16
SECTION 8Teaching Assignments.....	17
SECTION 9Work Year/Work Week/Work Day.....	18
SECTION 10Holidays.....	19
SECTION 11Health and Welfare Benefits.....	20
SECTION 12Leaves.....	21
SECTION 13Renewal Leave.....	25
SECTION 14Professional Development Leave.....	27
SECTION 15Administrative Internships.....	29
SECTION 16Retirement Benefits.....	30
SECTION 17Retirement Incentives.....	32
SECTION 18Banked Load, Retreat Rights and Bumping Rights.....	34
SECTION 19Lateral Transfers.....	35
Appendix ADefinitions.....	36
Appendix BAdministrative Performance Review	
Appendix CAdministrative Performance Survey	

PREFACE

Managers' Association

The West Valley - Mission Community College District Managers' Association is a self-governing organization whose primary purpose is to address management concerns, issues and rights at the District, regional, and statewide levels. The Association agrees to serve in a consultative role to the Board and its agents by providing recommendations on selected policy issues pertaining to management staff employment rights and responsibilities and to the West Valley- Mission Community College District.

The Managers' Association will:

- Provide input and recommendations on selected policy, particularly those pertaining directly to management.
- Continually improve the caliber of management by pursuing management development, training, and recognition.
- Enhance understanding and goodwill among its members at the District and the Colleges.
- Develop ways to foster productive relationships with the Chancellor, Executive Management Team, and the Board of Trustees.
- Promote involvement in statewide community college issues.

The District agrees to periodically review the contents and language of the Administrative Handbook, the Standard Contract for Administrators and other management-related Board policies in conjunction with the officers of the Managers' Association. Changes to and additions to existing language will be achieved after consultation with the Managers' Association.

SECTION 1

ADMINISTRATIVE DUTIES

Administrative positions are determined by the Board of Trustees. The Chancellor and/or appropriate President or Vice Chancellor has the responsibility to recommend job descriptions and salary ranges for administrative positions to the Board of Trustees.

Administrators will be responsible to the Chancellor and/or his/her direct supervisor for the efficient and effective administration of the programs of the District. They have responsibilities for providing educational leadership and support services, formulating, recommending and implementing District policies, administering District programs, adjudicating grievances, and for supervising and evaluating the performance of District faculty and staff.

The following duties, if not included in current job duties, will be included in all Management job descriptions.

In addition to the specific duties in their job descriptions, administrators will be required to:

- Administer college or District programs.
- Implement college or District policies and procedures and make policy and procedural recommendations.
- Manage their budgets effectively.
- Be responsible and accountable for the effective, efficient, ethical and productive utilization of available human and physical resources to accomplish the goals and objectives established for their areas of responsibility.
- Keep informed of developments relative to their areas of responsibility and maintain a creative and experimental attitude toward change.
- Make recommendations regarding the organizational structure and personnel needs for their areas of responsibility.
- Participate in the selection of staff, evaluate employees in a timely manner make recommendations regarding personnel within their areas, and follow-up on personnel related matters.
- Establish and maintain, within their areas of responsibility, a climate which encourages the development and retention of competent personnel and achieves college and District objectives.
- Promote, maintain, and model effective channels of communication with all constituent groups including any conflict resolution necessary.
- Promote shared governance and administrative effort within the College community by working in a cooperative manner with faculty, staff, students and other administrators.

- Establish positive relationships with the communities served by the District and its colleges, and other educational institutions.
- Serve on committees and councils as directed.
- Attend professional meetings.
- Work cooperatively as a member of the management staff of the college and district toward the achievement of its goals and objectives.
- Provide leadership consistent with the mission and function of the College and District.
- Recommend and implement techniques to improve department procedures and practices, increase efficiency, take advantage of opportunities and maintain state-of-the-art practices, keep abreast of current trends and practices in the field.
- Assure smooth operations within the areas of responsibility.
- React to change productively and handle other essential tasks as assigned.
- Immediately report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements to the appropriate parties.
- Perform other duties assigned or delegated.

SECTION 2

ADMINISTRATIVE EVALUATION

An administrator's contributions will be measured by how well he/she demonstrates leadership in achieving specific objectives and functions consistent with District policies and District and college goals.

A purpose of the evaluation process will be to assist each individual to grow in effectiveness as a member of the Administrative Team. Evaluations shall reflect a constructive attempt to assess strengths and weaknesses, and to suggest ways in which administrative skills, human relations, and professional knowledge can be enhanced.

An administrator and his or her supervisor will create and agree to annual objectives by which he or she can be evaluated. They will reflect the District's and (for college administrators) college's stated visions and goals, program review and pertinent accreditation recommendations, as well as objectives specific to that administrator's responsibilities as described in his/her job description. The process should follow the following cycle and fiscal year timelines:

- August 1 - Each administrator shall establish his or her annual objectives on or before August 1 each year.
- August 31 - The administrator's supervisor should review the objectives and discuss any suggestions or necessary changes by August 31. Otherwise, it is assumed that the objectives are approved as written.
- December 1 - The administrator shall provide a progress report and review of the annual objectives to his or her supervisor on or before December 1.
- December 31 - The supervisor shall review the progress report and provide feedback to the administrator by December 31.
- July 15 - The administrator shall complete a final report of the annual objectives (Administrative Performance Review: Appendix B) and provide a copy to his or her supervisor on or before July 15.
- July 31 - The administrator's supervisor will review the final report of the objectives and then complete a written final annual evaluation of the administrator by July 31.

At the request of either the administrator or his or her supervisor, an administrative advisory survey (Administrative Performance Survey: Appendix C) of the administrator's working constituents, from a list to be jointly determined, will be conducted by the administrator's supervisor as part of the final evaluation process. Input may be obtained from such surveys to assist the administrator's supervisor to assess the administrator's management style and effectiveness in working with District and/or college staff.

All statements within the evaluation shall pertain to job performance related to the

administrator's assignment during the period of evaluation and shall be supported by specific examples. Complaints brought against an administrator may not be incorporated into the performance appraisal unless they have been previously discussed with the administrator. Survey results are admissible in an administrator's evaluation and do not constitute a complaint.

An administrator may respond in writing to the evaluation within two weeks of receiving the evaluation. Recommendations and actions resulting from the evaluation and agreed upon by the administrator and his/her supervisor will be incorporated into the following year's management objectives, with progress reviews as necessary prior to December 1. A copy of the evaluation will be kept in the administrator's personnel file.

SECTION 3
PERSONNEL FILES

Materials in personnel files of administrators which may serve as a basis for affecting the status of their employment are to be made available for inspection by the administrator, consistent with the provisions below and requirements provided by law.

Contents. Materials that may be reviewed by the administrator do not include ratings, reports, or records which (1) were obtained prior to employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Inspection. Every administrator shall have the right to inspect his/her personnel file upon request provided the request is made at a time mutually convenient to the administrator and the Human Resources Department. The administrator is encouraged to schedule an appointment.

Information of a derogatory nature, except material identified in the "Contents" area of this section above shall not be entered or filed unless and until the administrator is given notice. Within ten working days the administrator must be given an opportunity to review and comment thereon. Such review shall take place during normal business hours and the administrator shall be released from duty for this purpose without salary reduction.

SECTION 4

ADMINISTRATIVE CONTRACTS

Each person hired as an administrator will be given a written contract stating the terms and conditions of employment.

Initial Appointment Contracts

1. For appointments made between July 1 and December 31:

The term of this contract agreement will be either from the first date of employment until June 30, or a period of at least a year. The contract will be automatically renewed into at least a two-year contract unless written notice is presented to the Administrator no later than March 15 before the expiration of the term of the contract period.

2. For appointments made between January 1 and June 30:

The term of this contract agreement will be for at least one year, with the starting date being the Administrator's first date of employment and the ending date being June 30 of the succeeding year. The contract will be automatically renewed into at least a two-year contract agreement unless written notice is presented to the Administrator no later than March 15 before the expiration of the term of the contract period.

Contract Duration

1. After the initial appointment contract period, contracts for both Academic and Classified managers/administrators will be issued for at least a two-year period. Contracts will be automatically renewed unless written notice is presented to the Administrator no later than six (6) months before the expiration of the term of the contract period.
2. The length of contracts for positions receiving no unrestricted general fund support may be established at less than two years, based on the projected revenue that supports these positions. In the event the District determines insufficient funds are available to continue the position, written notice of contract expiration must be provided to the Administrator at least one hundred five (105) days prior to termination of contract.
3. The length of contracts for positions funded by grants shall not exceed the extent of grant funding. The District will provide a contract expiration notice of at least 105 days prior to the termination of the contract days for these positions.

At the discretion of the Chancellor a contract may be issued for a longer period of time.

No employment will be effective until both parties have signed the contract.

Salary Schedule Placement and Step Increases

Initial placement on the management salary schedule for staff members new to the District shall be on the appropriate range for their position and on the first step of that range. An

individual selected for the position from outside the District shall have comparable previous managerial experience evaluated and credit may be given at the discretion of the Chancellor. (Refer to the administrative position title and the Administrative Salary Schedule)

Staff assigned to a management position from a non-management position or from a lower level management position within the District shall be placed on the nearest step of the appropriate range for the new position which results in an increase in pay of at least 5%. A manager assigned to a management position as a temporary out-of-class assignment will receive at least 6%. If the position is subsequently reclassified and the salary range changes, the manager in the out-of-class assignment will receive the new salary if he/she meets the minimum qualifications and is assigned to the new position.

A manager applying for and accepting a management position on a lower range shall be placed on the same step as his or her step placement in the current position.

Step Increments

Step increments will be awarded each July 1.

There will be at least a 12-month but not more than an 18-month waiting period for new employees hired between January 1 and June 30. For example, an employee hired on March 1 will not receive a step increase until July 1 the following year (15 months later).

Promotions will not change step increments. For example, if you are promoted on April 1 you will not have to wait an additional year for a step placement; you will receive it the following July 1 (waiting only 3 months).

Longevity

Effective July 1, 2006: administrators will receive \$500 after ten (10) years of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and each year thereafter on July 1 until year fifteen is reached; and \$1,000 after fifteen (15) years of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and each year thereafter on July 1. The awards are non-accumulative.

Doctorate Award

Effective July 1, 2006 an annual payment of \$1,500 shall be awarded to each administrator possessing a doctoral degree earned from an accredited college. Honorary doctorates are not included. Awards will become a part of base salary to be prorated monthly; new doctorate completions will be awarded on the subsequent July 1 upon submission of an official transcript received in Human Resources prior to July 1.

Additional Parking Permit

The District shall provide one (1) staff parking permit free of charge to all Association members to park in designated lots. Members may request one (1) additional staff permit at no cost.

SECTION 5 DISCIPLINE

This Section shall be the sole and exclusive provision pertaining to involuntary demotion/suspension/termination for cause of administrators, except as provided by Law.

Suspensions may be for varying periods, but shall not exceed thirty (30) days. Involuntary demotion/suspension/termination for cause shall be initiated only by the Chancellor or his/her designee.

No involuntary demotion/suspension or termination shall be taken for any cause which arose prior to the administrator's coming to the District nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such administrator when it could be reasonably assumed that the administrator should have disclosed the facts to the District.

All negative documentation to be used in involuntary demotion, suspension, or termination for cause must be initiated within twenty (20) working days of the incident. This time limit may be waived in the following circumstances when:

1. The administrator and supervisor agree to waive the time limit in writing;
2. The performance problem is of a chronic, on-going nature and the administrator has been given an oral warning of said problem. In such instance the time limit shall be 6 months;
3. The administrator is exhibiting a pattern of unsatisfactory performance;
4. Information has been brought to the attention of the immediate supervisor not previously known that violates policies and/or procedure; or
5. The performance issue is of a serious nature. For example, embezzlement, confirmed sexual harassment, willful destruction of District property, willful violation of District policies, criminal violations, etc.

Causes

Involuntary demotion, suspension, or termination for cause under the authority of this Section may be based on the causes listed below:

1. inability to perform the essential functions of the job;
2. insubordination, inefficiency, incompetence, dereliction of duty or repeated failure or refusal to perform assigned duties in a satisfactory manner;
3. carelessness or negligence in the performance of duty;
4. willful misuse of or negligent damage to or waste of school district property, equipment or resources;
5. dishonesty in handling District funds, records or other property, reporting time on and

- off the job, and other matters of similar nature;
6. possession of and/or being under the influence of alcoholic beverages or non-prescribed controlled substances while on district property and/or work time;
 7. unauthorized absence or excessive absence or excessive tardiness, including abuse of leave privileges;
 8. willfully providing false information to the District including, but not limited to, information supplied on application forms, employment records or altering or falsifying any District records;
 9. inappropriate, offensive or abusive conduct or language toward staff, students or the public;
 10. failure to maintain any license or certification needed to perform the current duties or failure to meet District insurability requirements;
 11. violation of lawful District, state or federal regulations;
 12. conviction of a crime involving moral turpitude with direct connection to District employment;
 13. conviction for a sex offense as described in Education Code Section 88022;
 14. engaging in any employment or other activity that is inconsistent, incompatible, in conflict with or inimical to the administrator's duties, functions or responsibilities as a District administrator.

Procedures

No administrator shall be involuntarily demoted/suspended/terminated unless there is served upon said administrator a written notice of involuntary demotion, suspension, or termination for cause signed by the Chancellor or his/her designee and stating the reason(s) for the involuntary demotion, suspension, or termination for cause and the effective date thereof except as follows. The District may impose an interim suspension with pay prior to notice and Skelly Meeting where an immediate suspension is required to protect lives or property provided that the following occurs:

1. The suspended administrator is given written notice in person or by deposit in U.S. Certified Mail of the charges upon which the suspension was based within one working day after suspension.
2. The administrator is notified of his/her right to file a written response or to have a Skelly Hearing with the appropriate administrator.
3. A reasonable opportunity is afforded the administrator for a Skelly Hearing within five (5) working days from the date of the suspension.
4. Any administrator charged with the commission of a sex offense as defined in Education Code Section 87010 or any narcotics offense as defined in Section 87011 of the Education Code by complaint, information or indictment may be suspended as provided for in Section 88123 of the Education Code.

Content of Written Notice

The written notice of involuntary demotion/suspension/termination for cause must be served on the administrator in person or by certified mail prior to the disciplinary action becoming effective, except where circumstances require immediate action as specified above. A proof of service affidavit shall be prepared and executed regarding service of the notices required by these procedures. The notice shall include:

1. Statement of proposed disciplinary action to be taken.
2. Statement of the specific acts or omissions upon which the disciplinary action is based.
3. Statement of cause for the action taken.
4. Designation of rule or regulation (if any) which administrator has violated.
5. Statement of administrator's right to review written materials upon which disciplinary action is based.
6. The administrator's right to request a hearing on the proposed disciplinary action before the Skelly Officer. Such request must be in writing and postmarked or hand-delivered to Human Resources by the fifth (5th) working day after the administrator's receipt of disciplinary notice.
7. The notification to the administrator, if it alleges a violation of rule, regulation or statute, shall specify the specific conduct which violated the rule, regulation or statute.

Skelly Meeting

The administrator shall have the right to meet with the Skelly Officer within fifteen (15) days of receipt of notice of disciplinary action for the purpose of presenting the administrator's position regarding the circumstances and events underlying the proposed discipline. Except in cases of immediate suspension, as provided above, administrators shall have the right to present their case to the Skelly Officer and receive a determination before any final action is taken.

Written Materials

Written materials on which the charge is based shall be provided to the administrator in advance of the administrative meeting allowing time for review prior to the hearing.

Appeal Procedure

If dissatisfied with the decision of the Skelly Officer, the administrator may appeal that decision to the Board of Trustees and have the opportunity to meet with the Board of Trustees during the appeal hearing.

1. Written notice of appeal must be postmarked or hand-delivered within ten (10) working days of service (as per date specified on the proof of service affidavit) of the decision of the Skelly Officer, which will be sent to the administrator.
2. All hearings shall be scheduled to provide the administrator with the most expeditious

hearing date(s) which is/are reasonably consistent with the work schedules of all parties involved and the complexity of the disciplinary situation.

3. An administrator in paid status shall remain in paid status until the administrator receives, in writing, a final decision by the Board.
4. The Board of Trustees may sustain, modify, or reject the recommended disciplinary action. The decision of the Board of Trustees shall be final and binding on all parties.

SECTION 6

GRIEVANCE PROCEDURE

The District recognizes that early settlement of grievances is essential. The parties in a grievance procedure seek to establish a mutually satisfactory method for the settlement of grievances, as provided in this Section. In presenting a grievance, the aggrieved may be represented by an individual of his or her choosing. The aggrieved and/or his or her representative is/are assured freedom from restraint, interference, coercion, discrimination or reprisal.

Definition

"Grievance" is a charge by a grievant that the grievant has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of the Administrative Handbook.

1. Actions to challenge or change the policies of the District, as set forth in the rules and regulations of the Board of Trustees or administrative regulations and procedures, must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of the District are not within the scope of this procedure.
2. For complaints of unlawful discrimination, refer to procedures for resolving/investigation of prohibited and unlawful discrimination complaints as stipulated in District procedures and Title 5 regulations. The procedures include informal and formal processes.

"Grievant" may be any administrator.

"Day" is any day in which the West Valley-Mission Community College District administrative offices are open for business.

Unless otherwise designated in writing by the District, the "immediate supervisor" for the purposes of this Section is the person responsible for the preparation and development of the administrator's performance appraisal.

Time Limits

The time limits specified in this Section may be extended by mutual agreement in writing of the aggrieved administrator and the reviewer concerned.

Steps in the Grievance Procedure

Step 1 - Informal Discussion and Review

The aggrieved administrator will first attempt to resolve the grievance through informal dis-

cussions with his or her immediate supervisor by the end of the tenth day following the discovery of the incident upon which the grievance is based. Every attempt will be made to settle the issue at this level.

After the conclusion of the meeting if there is mutual agreement, the matter will be considered resolved. If the supervisor needs more time to investigate the matter, the supervisor will have ten (10) days to respond, either in writing or meet again with the grievant.

Step 2 - Intermediate Supervisor/Equivalent Level of Management

If the grievant feels that the matter has not been resolved, the grievant will, within ten (10) days of the supervisor's response, initiate a formal written grievance to the intermediate supervisor/equivalent level of management as designated by the District. A copy of the grievance will be submitted to the Associate Vice Chancellor of Human Resources.

The intermediate supervisor/equivalent level management person shall have ten (10) working days from the receipt of a written grievance to review the matter and to prepare a written statement. This statement shall be sent to the Associate Vice Chancellor of Human Resources.

Either the grievant or the intermediate supervisor/equivalent level of management may request a personal conference within the above time limits with notification to Associate Vice Chancellor of Human Resources.

Step 3 - College President/Vice Chancellor

If the grievance is not resolved at Step 2, the aggrieved administrator may appeal to the College President or Vice Chancellor within ten (10) working days of the receipt of the Step 2 response.

The College President or Vice Chancellor shall communicate the Step 3 decision to the grievant in writing within ten (10) working days after receiving the appeal. This statement shall be sent to the Director of Human Resources.

Either the grievant or the College President or Vice Chancellor may request a personal conference within the above time limits with notification to Director of Human Resources.

Step 4 - Chancellor or Designee

If the grievance is not resolved at Step 3, the aggrieved administrator may appeal to the Chancellor or Designee within ten (10) working days of receipt of the Step 3 response.

The Chancellor or Designee shall communicate the Step 4 decision to the grievant in writing within ten (10) working days after receiving the appeal. This statement shall be sent to the Director of Human Resources.

Either the grievant or the Chancellor or Designee may request a personal conference within the above time limits with notification to Director of Human Resources.

Step 5 - Board of Trustees Decision

If the grievant is not satisfied with the decision at Step 4, the grievant may, within ten (10) working days, submit a request in writing for a review by the Board of Trustees.

The Board of Trustees will review the written record of the Grievance and may accept, reject or modify the recommendation.

SECTION 7
PAYROLL DEDUCTION

The District, upon appropriate written authorization from an administrator, will deduct and make appropriate remittance for association dues, group insurance premiums, credit union payments, charitable donations, selected individual retirement accounts, scholarship fund contributions, tax sheltered annuity programs and other group plans or programs approved by the Board of Trustees. Other deductions, required by law, do not require written authorization from the administrator.

SECTION 8
TEACHING ASSIGNMENTS

Administrators may instruct classes up to an instructional load value of .4 (or the equivalent load value for a non-instructional faculty within the District per semester or summer session when such an assignment is deemed beneficial to the District and/or the professional development of the administrator. The assignment may take either of two forms:

1. Wherein the assignment is contained within the administrator's expected duties and is compensated from within his/her regular salary; or
2. Wherein the assignment is beyond his/her normal administrative assignment and is remunerated separately at the rate for associate faculty. In this case, the teaching assignment must be considered in addition to the normal workday of the administrator. Such assignments cannot be banked and must be approved by the administrator's supervisor and the College President or Vice Chancellor.

SECTION 9
WORK YEAR / WORK WEEK / WORK DAY

The work year begins on July 1 and ends on June 30. The exact number of work days in a work year will be determined by the District calendar adopted by the Board of Trustees.

The normal work week for administrators is a minimum of forty hours, but the number of hours in any individual work week may vary according to the demands of the department. Individual daily and weekly work schedules may also vary according to the demands of the position as determined by the administrator and immediate supervisor.

SECTION 10 HOLIDAYS

Administrative employees will be entitled to the following paid holidays:

- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day
- New Year's Day
- Floating Holiday

All working days between Christmas and New Year's Day are paid time off.

When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

When a holiday falls on a Sunday the following Monday will be observed as the holiday.

The administrators will also observe any additional holidays provided to other District collective bargaining groups.

SECTION 11
HEALTH AND WELFARE BENEFITS

Effective January 1, 2015, the District's annual contribution to the premium payments for health benefit plans inclusive of insurance coverage for medical, dental, vision, prescription, and long-term disability insurance provided to active unit members shall be limited at \$9,942 for single coverage, \$18,367 for 2-party coverage, and \$23,422 for family coverage, annually. Employees shall pay any costs beyond the District's annual contribution for each of these coverages. The District will make available all medical plan options provided by CalPERS.

Effective July 1, 2011, the District's annual contribution to the premium payments for health benefits (including medical, dental, vision, prescription, and long-term disability) provided to active employees shall be limited at \$18,050 annually. This number shall be known as the health benefits "cap." Employees shall pay any costs beyond \$18,050 annually. **This language will expire on December 31, 2014**

A benefit plan at least equal in value to that available to the District's bargaining units will be provided. Employee contribution levels, if any, will be established by the Board of Trustees. The District will provide health insurance, and any other programs, as determined by the Board. The District reserves the right to change carriers, levels of coverage and employee contribution rates as circumstances warrant.

The District will ~~meet and confer~~ **consult** with the Managers' Association to discuss any anticipated changes prior to implementation.

The language in the rest of this section will expire on December 31, 2014.

Effective March 1, 2005, the Administrators will participate in the change in co-pays to the Blue Shield PPO Plan:

- Office visit \$10
- Emergency ward visit (without admission to hospital) \$50
- Hospital admission \$150
- Deductibles \$250 per individual or \$750 per family per calendar year

SECTION 12**LEAVES**

Administrative staff shall be eligible for application and utilization of the following types of leaves. Administrators will submit the appropriate absence form for all absences.

Sick Leave

1. Each full-time administrative employee shall receive paid sick leave at the rate of one day of leave for each month of service. An administrative employee employed less than full-time shall receive a proportional amount of paid sick leave based upon the percentage of a full-time assignment for which he or she is employed. Sick leave shall be cumulative from year to year.
2. The Board of Trustees may, at its discretion, grant additional days of sick leave with full pay beyond that to which the administrator is otherwise entitled under this section.
3. The administrator may use in any calendar year accrued sick leave, in an amount not more than the amount earned during six (6) months employment, to attend to the illness of a child, parent, spouse or domestic partner of the administrator.

Personal Necessity Leave

An administrative employee who has been employed by the District for at least six months may be granted up to seven days of personal necessity leave. Such days are not cumulative from year to year. These days are deducted from sick leave each fiscal year when it is required for one of the following reasons:

1. Emergencies related to the administrator's home or immediate family members.
2. Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours.
3. Personal Business: Administrative staff may be granted (2) personal necessity days for personal business leave each school year. The worker need not disclose the reason for personal business. Scheduling of this leave shall be subject to the approval of the immediate supervisor. Advance approval of the leave is required but requests shall not be denied, except for operational/business concerns.

Vacation Leave

1. Each full time administrator shall earn 14.67 hours per month of paid vacation for each calendar month, or more than half a month, of completed service (22 days per 12 month year). Upon completion of five years of administrative service to the District, this amount will increase on July 1 to 16.67 hours per month of paid vacation days per calendar month of completed service for a total of 25 vacation days per year.
2. Each administrator shall be allowed to accrue no more than two (2) year's earned vacation benefit, based on each manager's eligibility. Administrators who have accrued

the maximum vacation benefit shall accrue no more benefit unless authorized in writing by the Chancellor.

Bereavement Leave

1. Each administrator shall be entitled to a paid leave of absence not to exceed three days, or five days if out-of-state travel is required, on account of the death of any member of his or her immediate family.
2. "Immediate family member" means the husband, wife, domestic partner, mother, father, sister, brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, or any person living in the immediate household of the administrator.
3. The Chancellor has discretion to grant additional days of bereavement leave with full compensation in cases of demonstrated need.

Unpaid Leave of Absence

1. An administrator may be granted an unpaid leave of absence for periods not exceeding three years. A leave without pay of one month or more must be recommended by the Chancellor, or designee, and approved by the Board of Trustees. Unpaid leaves of less than one month require the approval of the Chancellor or designee.
2. During an unpaid leave of absence exceeding one month, an administrator may continue to **participate in District-sponsored health benefits at his/her own expense. The employee's payment schedule will be determined by the District.** ~~receive paid benefits by reimbursing the District in advance for the full premium or its equivalent for all benefits.~~

Family Leave

The District agrees to comply with all provisions of the Family Medical Leave Act.

Legal and Civic Duties

1. An administrator shall be granted a leave of absence with pay to appear as a witness in court, (other than as a litigant), to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee. At the conclusion of the worker's service, the worker must obtain a jury duty verification form which must be attached to the absence report.

Legislative Leave

1. Any administrator elected to the State Legislature/US. Congress shall be granted a leave of absence without pay or benefits for the duration of his/her elected term of office, if requested by the administrator.
2. The administrator must resume his/her full duties within six (6) months after his/her term of office expires.

3. Compensation for any part-time service by an administrator on legislative leave shall be on a pro-rata basis of the administrator's full time salary at the beginning of the legislative leave.
4. Within six (6) months after the term of office of the administrator expires, the administrator shall be entitled to return to the position held by the administrator at the time of the administrator's election, at the salary to which the administrator would have been entitled had the administrator not been absented from the service of the District under this section. (Education Code 87701)
5. Any individual employed to take the place of an administrator who has been granted a legislative leave shall have no right to such position following the return of such administrator to the position.

Military Leave

1. Administrators will be granted military leave in accordance with provisions of the Education Code and Military and Veterans Code upon submission of official orders to the District by the affected employee.

Professional Exchange Leave

1. Upon recommendation of the Chancellor and approval by the Board of Trustees, a leave of absence on a yearly basis may be granted to an administrator for professional exchange, provided the applicant agrees in advance to return to full-time service of the District for at least one (1) year upon completion of the exchange. Credit for such service on the salary schedule and all other fringe benefits shall be granted on a year-to-year basis.

Disability Leave

1. An administrator shall be granted a disability leave when required to be absent from duty because of a medical disability.
2. Length of leave will be for the period of actual disability as determined by the administrator's physician.
3. A medically disabled administrator is entitled to use his or her accumulated sick leave and entitled to other health or disability benefits as are received by other employees who are temporarily disabled, but only to the extent that such benefits are received by other temporarily disabled employees.

Child Rearing Leave

A personal leave with one hundred percent (100%) of the District-required fringe benefit payments may be granted by the Board of Trustees for a maximum of six (6) months for a child rearing leave when in an unpaid leave status. Child rearing leave available under the California Family Rights ACT (CFRA) may be taken for a maximum of 12 weeks, following pregnancy disability leave. Such leave may also be taken on an intermittent basis in minimum increments of two weeks for a total of 12 weeks of leave within one year of the birth, adoption,

or foster care placement of a child. Leave available under CFRA shall run concurrent with the six (6) month leave under this section.

Service Credit for Leaves

All leaves may have implications for STRS and PERS service credit and other financial considerations. These implications should be evaluated by the administrator and his/her financial advisor prior to taking any leave. This also applies to renewal leaves and professional development leaves.

SECTION 13**RENEWAL LEAVE (not currently funded)**

1. An administrator may apply for either:
 - A. A Renewal Leave of between 2 and 6 months at full pay if service has been rendered to the District as an administrator for at least six consecutive years preceding the granting of the leave or following any previous Renewal Leave; or
 - B. A Renewal Leave of between 7 and 12 months at 50% of full pay if service has been rendered to the District as an administrator for at least six consecutive years preceding the granting of the leave or following any previous Renewal Leave.

In either case, the exact length of the leave shall be agreed upon by the administrator and the administrator's supervisor and approved through the chain of command up to and including the Chancellor taking into account both the employee's renewal needs and the reasonable operational needs of the District and Colleges.

Any subsequent Renewal Leaves cannot be taken until at least six consecutive years of service have been rendered to the District.

2. Each application for a Renewal Leave shall be filed with the administrative employee's immediate supervisor. After being reviewed and approved by the administrator's immediate supervisor and the chain of command, each application for Renewal Leave shall be submitted to the Board of Trustees for approval.
3. Time spent on a Renewal Leave shall not constitute a break in service, nor shall it count toward the period of service required by this section for any subsequent Renewal Leave.
4. Administrative employees who are granted a Renewal Leave shall not accrue vacation credit or sick leave for the duration of the leave.
5. The demands of administrative assignments will determine the feasibility of recommending leaves for administrative employees. Whether the duties of an administrative employee on leave will be handled by a temporary replacement shall be at the discretion of the President, Vice Chancellor or Chancellor.
6. During an administrator's Renewal Leave, with the exception of Sick Leave and Vacation, the administrator will receive all benefits normally accorded the administrator just as if administrator was performing normal duties.
7. At the completion of a Renewal Leave the administrator will return to his/her same position and be obligated to serve the District for a period no less than twice the duration of his/her renewal leave. Failure to complete this service requirement will cause the administrator to reimburse the District for any balance of time not served following his/her leave except if the administrator's contract is not renewed by the District.
8. All leaves may have implications for STRS and PERS service credit and other financial considerations. These implications should be evaluated by the administrator and his/her

financial advisor prior to taking any leave.

SECTION 14
PROFESSIONAL DEVELOPMENT LEAVE
(not currently funded)

Development Leave

Administrators may apply for either:

1. An administrative leave of six months at full pay if service has been rendered to the District as an administrator for at least six consecutive years preceding the granting of the leave or following any previous administrative leave; or
2. An administrative leave of 7 to 12 months at 50% of full pay if service has been rendered to the District as an administrator for at least six consecutive years preceding the granting of the leave or following any previous administrative leave.

In either case, the exact length of the leave shall be agreed upon by the administrator and the administrator's supervisor and approved by the chain of command, up to and including the Chancellor, taking into account both the employee's professional development needs and the reasonable operational needs of the District and the Colleges.

Each application for an administrative leave shall be filed with the administrative employee's immediate supervisor and shall consist of a written proposal regarding the activities to be undertaken and any other information reasonably required by the President or Chancellor. Every application for a leave shall clearly set forth a leave plan of appropriate substance justifying the length of the leave requested. The activities to be undertaken must be related to the professional growth and development of the administrator and should enhance the administrator's usefulness to the District. Typical activities may include study through course work, professional exchange, research, work experience, and special projects or assignments with external agencies. After being reviewed by the administrator's immediate supervisor, each application for administrative leave shall be reviewed and approved by the chain of command, up to and including the Chancellor, before submission to the Board of Trustees for approval.

Time spent on Development Leave shall not constitute a break in service, nor shall it count toward the period of service required by this section for any subsequent Development Leave.

The demands of administrative assignments will determine the feasibility of recommending leaves for administrative employees. Whether the duties of a administrative employee on leave will be handled by a temporary replacement shall be at the discretion of the President, Vice Chancellor or Chancellor. Administrators who have taken a development leave must return to the District for a period of at least two years. Administrators taking a development leave must furnish a bond indemnifying the Board of Trustees against loss of the cost of the administrator's development leave in the event the administrator fails to render at least two years' service following his/her return from the leave. Such indemnifying bond is to be filed in the Human Resources Department prior to the beginning of the administrator's leave and before any compensation will be paid to the administrator.

A development leave for work experience will not be granted for gainful employment, although a salary may be accepted. The salary from such sources, plus the administrator's development leave salary may not exceed the amount which administrator would have been paid. This includes income from scholarships, fellowships, internships or any other sources of revenue. No more than three administrators in the District may be on development leave at a single time.

During an administrator's leave with the exception of sick leave and vacation, the administrator will receive all benefits normally accorded the administrator just as if the administrator was performing normal duties.

Within three months following return from a leave, each administrator will submit a report to the Chancellor or designee describing the manner in which the objectives of the leave were accomplished.

Service Credit for Leaves

All leaves may have implications for STRS and PERS service credit and other financial considerations. These implications should be evaluated by the administrator and his/her financial advisor prior to taking any leave.

SECTION 15

ADMINISTRATIVE INTERNSHIPS

For the purposes of leadership development and response to emergency needs, the District and colleges may on occasion offer temporary administrative assignments to specific certificated, classified or administrative staff. All temporary assignments require Board approval and will adhere to appropriate shared governance processes. Upon completion of such an assignment the temporary administrative assignee will return to his/her original unit in the same comparable position.

SECTION 16

RETIREMENT BENEFITS

Medical Benefits

For retirees, The Board of Trustees authorizes the payment of medical and dental benefits for retired and disabled administrators and their surviving spouse/domestic partner and eligible dependents, if their employment was prior to January, 1993, as provided below. Retired Administrative employees who are eligible for benefits will receive the same benefit package offered to active employees. All administrative employees will participate in either STRS or PERS retirement programs as applicable. Contributions by the Administrative employee and District and eligibility for retirement will be determined by applicable State statutes and regulations.

~~*This language was moved under eligibility in the Tier language below.* To qualify for medical benefits upon retirement, the administrator must have been participating in the District fringe benefit program, be eligible for payments from STRS, PERS, or social security, and have provided service to the District immediately preceding retirement. Upon retirement the retiree shall be enrolled in all parts of Medicare for which he or she qualifies.~~

~~Administrators retiring who were hired before 11/01/90 must have completed ten (10) years of full-time service with the District to be fully vested. This benefit is prorated as follows:~~

0% = 0-4 years	50% = 5 years	80% = 8 years
_____	60% = 6 years	90% = 9 years
_____	70% = 7 years	100% = 10 years

~~Administrators retiring who were hired after 11/01/90 must have completed fifteen (15) years of full-time service to the District to be fully vested. Health and dental benefits for employees with less than fifteen (15) years of service will be prorated according to the following scale:~~

0% = 0-9 years	50% = 10 years	80% = 13 years
_____	60% = 11 years	90% = 14 years
_____	70% = 12 years	100% = 15 years

Administrators hired after January 1, 1994 are not eligible for medical benefits upon retirement. Retirees not eligible for District-paid **retiree** benefits may participate in District plans at their expense.

Effective July 1, 2006 administrators eligible for district-paid retiree benefits will be subject to all changes in medical and dental plans occurring before and after their retirement date. The plans are also subject to mandated changes made by the carriers.

A retiree at the time of retirement has the option to include current spouse/domestic partner and/or eligible dependents. No additions can be made after retirement to include new eligible dependents and/or new spouses/domestic partners. The surviving spouse/domestic partner who was included in the benefits at the time of the retiree's demise may continue to receive the medical benefits until he/she remarries, establishes a new domestic partnership or dies.

~~New retirees must participate in Medicare when they become eligible.~~ **Included in eligibility**

language below; does not need to be separate here.

Medical Coverage for Qualified Annuitants

An employee who retires from the District as a qualified annuitant as regulated by the Public Employees Retirement System will receive the District contribution to medical insurance as specified by Resolution No. 14091604, in accordance with the unequal contribution method described therein.

Tier One – Unit Members Hired Prior to January 1, 1994 Who Retire

Unit members hired prior to January 1, 1994, who meet the eligibility requirements listed in Tier One Eligibility, shall receive, in retirement, the medical and dental benefits provided to active bargaining unit members. The District will pay 100% of the member's annual medical and dental premium costs.

Tier One Eligibility

To qualify for District-paid lifetime medical and dental benefits, a unit member hired prior to November 1, 1990 must fulfill the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through California Public Employees Retirement System or California State Teachers Retirement System.
- c. Service to the District must immediately precede retirement.
- d. Enrollment in all parts of Medicare for which retiree qualifies upon becoming eligible. The retiree must also participate in any Medicare plans offered by the health plan carrier of choice (example: Kaiser offers Senior Advantage); and,
- e. Completion of the following service requirement:
 1. Employees retiring who were hired before November 1, 1990 must have completed ten (10) years of service with the District to receive District-paid benefits.

50% = 5 years

60% = 6 years

70% = 7 years

80% = 8 years

90% = 9 years

100% = 10 years

2. Employees retiring who were hired after November 1, 1990, but prior to January 1, 1994, must have completed fifteen (15) years of service with the District to receive fully-paid District medical and dental benefits. The

District's contribution to medical and dental benefits as described below for employees with at least ten (10) years and less than fifteen (15) years of service will be prorated according to the following scale:

50% = 10 years	80% = 13 years
60% = 11 years	90% = 14 years
70% = 12 years	100% = 15 years

Tier One Benefits

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091604 the District will provide the contribution defined below to Tier One Retirees (hired before January 1, 1994) who meet eligibility requirements described herein.

The District's contribution shall consist of:

- 100% of the retiree's annual medical and dental insurance premiums (regardless of any cap imposed by this collective bargaining agreement), minus the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091604

Tier Two – Unit Members Hired On or After January 1, 1994 Who Retire

Tier Two Eligibility – Established Pursuant to California Government Code Section 22895.

To qualify for District-paid lifetime medical and dental benefits, a worker hired on or after January 1, 1994 who retires, must fulfill the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement;
- b. Retirement through State Teachers Retirement System or Public Employees Retirement System;
- c. Service to the District must immediately precede retirement;
- d. Enrollment in all parts of Medicare for which retiree qualifies upon becoming eligible. The retiree must also participate in any Medicare plans offered by the health plan carrier of choice (example: Kaiser offers Senior Advantage); and
- e. Completion of the following service requirement: sixty (60) years of continuous credited service with the District.

Tier Two Benefits

Tier Two Retirees who meet the eligibility requirements listed in Tier Two Eligibility shall receive the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091610.

SECTION 17

RETIREMENT INCENTIVES

Early Retirement Incentive Program (ERIP)

1. Administrators who are either at least 50 years of age (PERS) or 55 years of age (STRS) and who have been employed by the District as a full-time employee for at least 10 years are eligible to participate in the Early Retirement Incentive Program for administrators.
2. An eligible administrator may apply for the ERIP by submitting a proposed ERIP plan for up to three (3) years to the Chancellor and/or appropriate President or Vice Chancellor six months prior to the date of the administrator's proposed retirement. The Board of Trustees may waive all or a portion of this time period when, in the Board's opinion, it is appropriate to do so.
3. An administrative employee participating in the ERIP shall be entitled to employment on a consulting contract at an annual compensation not to exceed the maximum permitted by STRS for retired academic employees or PERS for classified employees. **The contract must also be in alignment with CalPERS Employment After Retirement regulations.** The retired administrator will be covered by the District's liability insurance while employed.
4. The retired administrator shall provide the District with an appropriate amount of professional services as determined in a written plan mutually agreed upon by the retired administrator and the Chancellor and/or appropriate President or Vice Chancellor. The retired administrator shall consult with the Chancellor and/or appropriate President or Vice Chancellor annually to work out the specific tasks of the proposed plan for the service he or she will perform during each year of participation in the ERIP. Once approved, copies of the plan will be provided to the retired administrator and the Director of Human Resources.
5. ERIP is subject to the availability of work. Contracts are offered on a yearly basis, not to exceed three (3) years.

Phase-in Retirement

1. Individual phase-in retirement proposals may be made to the Chancellor and/or appropriate President or Vice Chancellor to be evaluated and recommended to the Board of Trustees. The needs of the District and the financial impact will be the primary criteria in evaluating proposals.
2. Leaves and retirement incentives have implications for STRS and PERS service credit and other financial considerations. These implications should be evaluated by the administrator and his/her financial advisor prior to taking any leave.

Additional Retirement Incentives

All management employees will be eligible to receive any District retirement incentives offered to other employee groups other than PERS and STRS incentives that may be offered. Any PERS and STRS incentives will be provided based on the participation in one of the retirement plans.

SECTION 18**BANKED LOAD, RETREAT RIGHTS and BUMPING RIGHTS****Banked Load:**

Administrators who were formally full-time faculty within the District and currently possess banked load will be paid in the same manner as identified in the ACE collective bargaining agreement at the time they resign or retire. The pay calculation will be based on his/her faculty salary placement he/she would earn if faculty. When determining salary placement, the administrator will receive year-for-year administrator service and professional education salary adjustments earned while serving as an administrator. The banked load will be paid in a separate check at the time of separation or, at the request of the employee, defer the payment to the following July 30. The July 30 payout amount will not be subject to salary adjustments as a result of meet and confer.

Retreat Rights:

1. An educational administrator may return to faculty in order to use earned banked load providing they have a minimum of 1.0 (one semester) balance, they make a written request to the college president or Chancellor as appropriate, and the requested date of return to faculty is acceptable to the District. Any partial banked load will be paid at the associate pay rate.
2. A tenured faculty employee when assigned to an educational administrative position shall retain his/her status as a tenured faculty member.
3. An educational administrator who has not previously acquired tenured status as a faculty member in the District, shall have the right to become a first-year probationary faculty member once his/her administrative assignment expires or is terminated.

Classified Administrators and Bumping Rights:

Classified administrators shall be subject to layoff for lack of work or lack of funds. If they have served in other classified positions in the District, they shall have bumping rights. The bumping shall be consistent with the respective classified collective bargaining agreement. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants in accordance with Education Code Section 88128.

SECTION 19
LATERAL TRANSFERS

Definition: A lateral transfer is a transfer to another position with the same or similar position title in the same pay range.

Eligibility: Administrators who have served for at least one year in a full-time administrative position in the District may apply for a lateral transfer.

Lateral Transfer List: A lateral transfer excludes consideration for interim positions. Administrators interested in a lateral transfer should file a transfer request form with Human Resources Department. This may be done at any time, independent of specific vacancies in any position desired. If such a request is on file at the time a public announcement of a position is about to be made, the administrator in question will be interviewed prior to external candidates. If a transfer request form is received after public announcement, he/she will be considered along with external candidates and must complete and submit all documents identified in the job announcement.

Notice to Supervisor: The administrator seeking a lateral transfer must inform his/her supervisor prior to participating in a formal interview.

Salary: There will be no change in salary as a result of a lateral transfer.

Effective Date: The effective start date of a lateral transfer will be mutually agreed upon between the immediate supervisors (current or new).

APPENDIX A DEFINITIONS

Unless otherwise provided, the following definitions govern the interpretation and construction of these administrative regulations.

- “Chancellor” means the Chancellor of the West Valley-Mission Community College District or his or her designee.
- “District” means the West Valley-Mission Community College District, its Board of Trustees, or any employee of the Board of Trustees who has authority to act on behalf of the District.
- “Administrator(s)” refers to an employee or employees of the District who are retained in positions designated as administrative by the Board of Trustees pursuant to Government Code Section 3540.1(g) which reads as follows:
- “Administrative employee” means any employee in a position having significant responsibilities for formulating District policies or administering District programs. Administrative positions shall be designated by the public school employer subject to review by the (Public) Employment Relations Board.
- “Classified administrator” is an administrator who is employed by the Board of Trustees in a position having direct responsibility for supervising the operation of or formulating policy for, functions and services that support the instructional and student services components of the District.
- “Educational administrator” refers to an administrator who is employed in an academic position by the Board of Trustees of the District as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of a college or the District.
- “President” means the president of a college or his or her designee.
- “Vice Chancellor” means a Vice Chancellor of the West Valley-Mission Community College District or his or her designee.
- “Classification” or “Class” means a group of positions that are sufficiently similar in duties, responsibilities, and authority that the same or similar job titles, minimum qualifications, and salary level are appropriate for each of the individual positions in the class.
- “Day” means regular workdays, exclusive of holidays.