



FOOTHILL-DE ANZA
Community College District

Foothill-De Anza Community College District
12345 El Monte Road, Los Altos Hills, CA 94022
<http://hr.fhda.edu>

ADMINISTRATORS HANDBOOK

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**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
ADMINISTRATORS HANDBOOK**

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ACCCA STATEMENT OF ETHICS

A Definition of Ethics

Ethical behavior is often defined as "right" or "good" behavior as measured against commonly accepted rules of conduct for a society or for a profession. The ethical person is often described in absolute terms as one who is fair, honest, straightforward, trustworthy, dispassionate and unprejudiced. If, however, one is inconsistently fair or honest, one loses credibility and is perceived to be unethical. The ethical person must be *conspicuously consistent* in the exercise of integrity to sustain the credibility which is an expectation of office.

Importance of Ethics

The credibility of college administrators depends upon whether they are perceived as honest men and women. If integrity contributes to credibility, then ethical behavior is a singular prerequisite to successful management. When the people are convinced that public institutions are administered by honest men and women, equations of credibility and demands for public accountability rarely arise.

Statements of ethical standards do not necessarily ensure ethical behavior. Yet public statements of intent surely create an expectation that public officials will indeed act with integrity in the public interest.

Expectations for Ethical Behavior

Administrators of community colleges shall be committed to the principles of honesty and equity. They shall not seek to abridge for any purpose the freedoms of faculty, staff and students. At the same time, they shall not willingly permit the right and privileges of any members of the college community to override the best interests of the public served by the college.

As appointed administrators of the college community, administrators shall exercise judgments which are dispassionate, fair, consistent and equitable. They shall confront issues and people without prejudice. They shall do everything they can to demonstrate a commitment to excellence in education and without compromise to principles of ethical behavior.

The consistent exercise of integrity is ethical behavior.

Responsibilities of Administrators

Administrators respond to many constituencies: to elected or appointed governing boards; to colleague administrators, faculty and staff; to their professions; and to the students and the community. The following statements of responsibilities are intended as guidelines:

A. With respect to students, the community college administrator has the responsibility:

1. To provide and protect student access to the educational resources of the community college.
 2. To protect human dignity and individual freedom, and assure that students are respected as individuals, as learners, and as independent decision-makers.
 3. To invite students to participate in the established shared governance processes.
 4. To protect students from disparagement, embarrassment or capricious judgment.
 5. To keep foremost in mind at all times that the college exists to serve students.
- B. With respect to *colleagues and staff*, the community college administrator has the responsibility:
1. To develop a climate of trust and mutual support through the established shared governance processes.
 2. To foster openness by encouraging and maintaining two-way communication.
 3. To encourage, support and abide by written policies and procedures and to communicate clearly to all staff members the conditions of employment, work expectations and evaluation procedures.
 4. To provide opportunities for professional growth.
 5. To provide due process with opportunity for appeal and review of employee evaluation.
 6. To challenge unethical behavior in a timely manner.
- C. With respect to the governing *board*, the community college administrator has the responsibility:
1. To keep the board informed so that it can act in the best interests of the district and public.
 2. To act in the best interest of the district.
 3. To be guided by the principles and policies established by the board.
 4. To represent the board in official statements only when formally designated to do so.
- D. With respect to the *profession*, the community college administrator has the responsibility:
1. To improve performance through participation in professional activities.

2. To be informed about developments in education in general and in the community college in particular.
 3. To encourage and assist new professionals toward growth and effectiveness.
- E. With respect to the *community*, the community college administrator has the responsibility:
1. To remain continuously informed of the characteristics, preferences and educational needs of the local community.
 2. To be sensitive to individuals from different ethnic, cultural, and socioeconomic backgrounds.
 3. To encourage and stimulate communications with community groups.

Rights and Due Process for Administrators

A community college administrator should have the right:

1. To be considered for employment without regard to race, sex, religion, creed, age, national origin, sexual orientation,^{1*} or disability.
2. To a clear written statement of the philosophy, goals and objectives of the district.
3. To a written contract identifying terms and conditions of employment.
4. To work in a setting of institutional support and a climate of professional respect.
5. To be assigned authority commensurate with responsibilities and resources adequate to carry out assigned functions.
6. To act independently within the scope of authority to carry out responsibilities assigned.
7. To perform duties and carry out responsibilities without disruption or harassment.
8. To be provided with legal and financial protection from liability in carrying out duties of the position.

^{1*} as amended by the AMA of Foothill-De Anza Community College District.

9. To participate in formulating and implementing institutional policy at a level appropriate for the position held.
10. To speak for the institution at the level of assigned authority.
11. To participate in professional associations.
12. To confidentiality regarding personal matters.
13. To participate in and to be supported at an appropriate level in activities provided for professional growth such as career advancement and promotion, professional development ^{2*} leaves, other leaves, and conference attendance.
14. To loyal support from supervisors for the proper performance of work assigned.
15. To be evaluated in a professional manner on a regular and systematic basis, and to receive adequate notice of dissatisfaction with performance or of action to terminate in accordance with existing statutes.
16. To due process in accordance with written procedures which are communicated to the administrator prior to appointment.

^{2*} as amended by the AMA of Foothill-De Anza Community College District.

CHAPTER I

DEFINITIONS

For the purposes of this Handbook:

1. “*Academic Quarter*” means Fall, Winter or Spring quarter of the Academic Year.
2. “*Academic Year*” means that portion of the college year that extends from the beginning of the fall quarter through the end of the spring quarter.
3. “*Administrator*” means any employee in a position designated by the Board of Trustees as having direct responsibilities for formulating district policies or administering district programs.
4. “*AMA*” means the Foothill-De Anza Administrative Management Association.
5. “*Board*” means the appropriate supervising administrator with authority to make decisions affecting the administrator or his/her position.
6. “*Board itself*” means the Board of Trustees of the Foothill-De Anza Community College District, or its duly authorized representative. Board itself and Board of Trustees may be used interchangeably.
7. “*Business Day*” means each day central services operations located at the District office building is open for business, inclusive of academic breaks and excluding weekends, District holidays, and other periods of closure.
8. “*Chancellor*” means the chancellor of the Foothill-De Anza Community College District.
9. “*Classification*” means a process by which positions are evaluated to establish the level of the position in the District and through which an appropriate salary level is determined using criteria such as know-how, problem solving and accountability.
10. “*Classified Administrator*” means an administrator who is employed in a position designated by the Board and approved or ratified by the Board itself as having direct responsibility for formulating policy or administering specific programs within the College or District but does not meet the definition of an educational administrator.
11. “*College Year*” means July 1 through June 30.

12. *“Consultation”* means the process by which administrators communicate with the Board of Trustees or its duly authorized representative(s) regarding terms and conditions of employment.
13. *“Days”* means calendar days, unless specified differently.
14. *District*” means the Foothill-De Anza 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.
15. *“Educational Administrator”* means, in accordance with Education Code 87002, an administrator who is employed in a position designated by the Board and approved or ratified by the Board itself as having direct responsibility for supervising and administering the operation of or formulating policy regarding the instructional or student services program(s) of the College or District. An Educational Administrator has direct responsibility for the formulation of the budget, curriculum or program development, and/or has direct responsibility for the supervision and evaluation of faculty and staff associated with the program.
16. *“Grant or Categorical Funded Administrator”* means an administrator whose salary is contingent upon external, grant or categorical funding and whose position has been so designated by the District. Grant funded administrators are not covered by the provisions of this Handbook except as specifically indicated in the Handbook.
17. *“Immediate Family Member”* means the husband, wife, domestic partner, mother, father, sister, brother, son, daughter, grandparent, parent-in-law, foster parent, step-parent, step-child, foster child, brother-in-law, sister-in-law, or any other person living in the immediate household of the employee.
18. *“Non-renewal of Contract”* means that the term of contract is allowed to expire without extension.
19. *“President”* means the president of a college or his/her designee.
20. *“Program Administrator”* means Classified Administrator (see Classified Administrator).
21. *“Renewal of Contract”* means the extension of the term of the contract beyond the current contract end date.
22. *“Termination for Cause”* means official action taken by the District to institute the severance of the contractual relationship during the term of the contract..
23. *“Termination of Contract”* means the ending of the contractual relationship during the term of the contract.

CHAPTER II

TERMS OF THE HANDBOOK

This Handbook contains the policies and procedures mutually agreed to by the Board itself, the chancellor, presidents and the members of the Administrative Management Association that create, define and affect the terms and conditions of employment for administrators in the Foothill-De Anza Community College District. This Handbook is designed to clearly identify the role, responsibility, authority and commitment of the Board itself, chancellor, presidents, and all administrators to implement and comply with the policies and procedures contained in the Handbook with mutual respect and fairness.

1. The Consultation Process for administrators is carried out through the chancellor or his/her designee. The Executive Board of the AMA will meet with the chancellor or his/her designee to discuss any and all changes in the terms and conditions of employment for administrators.
2. Nothing in this chapter is intended to imply that administrators may not initiate a request to discuss a matter of concern directly with the Board itself.
3. Grant or categorically funded administrators are covered by the provisions in the handbook only where explicitly stated in the Handbook.
4. Administrators have major responsibilities for promoting educational leadership, formulating and recommending district policies, administering district programs, resolving grievances, and supervising and evaluating district employees. It is their responsibility to perform their duties as outlined in the district-approved position description, to work in support of the goals and objectives of the district, and to administer and follow the policies and procedures adopted by the Board itself and the administration, as well as the Education Code. Administrators, as any other district employees, have the same rights to academic freedom.

CHAPTER III

ASSIGNMENT AND REASSIGNMENT

A. Employment Status

1. The employment status of administrators is governed by the provisions of this handbook and the employment contract issued by the Board and approved or ratified by the Board itself, and accepted by the administrators, unless otherwise specified in a written agreement between the Board itself and the administrator.
2. An administrator who has attained tenure as a faculty member in the District shall retain his or her status as a tenured faculty member.
3. Program administrators are entitled to permanent status as provided to employees in the classified service in accordance with the provisions of the Education Code.
4. The employment status of a grant-funded administrator is covered by the terms of an annual agreement between the administrator and the District and as such is not covered by the terms of this handbook except as specifically identified.

B. Assignment

1. An assignment is defined as a position consistent with the duties and responsibilities outlined in the position description.
2. The chancellor and the president of each college may assign duties and responsibilities consistent with those contained in the position description under which the administrator is serving.

C. Acting and Temporary Assignment/Reassignment

1. An administrator may be assigned to a position on a temporary or acting basis or have additional duties and responsibilities added to his/her current position on a temporary basis.
2. In such cases, the administrator shall be paid at the salary level appropriate to the temporary position or the administrator's current position, whichever is higher; or in the case of a temporary assignment of additional duties, at a rate that reflects the additional responsibility.
 - a. Salary adjustments for temporary assignment of additional duties shall not be less than eight per cent (8%).

- b. When an administrator takes on the full range of duties and responsibilities of another position in the same or higher classification, the salary shall be negotiated but shall not be less than ten per cent (10%).
 - c. Acting assignments shall be approved by the Board itself and any adjustments in salary will be approved by the Board itself. The Board of Trustees' decision regarding salary adjustments shall be final.
 - d. Temporary assignments of additional duties that do not result in a change in salary do not require Board of Trustees action.
3. The contract dates for an administrator on a temporary or acting assignment shall remain unchanged.

D. Changes in Assignment

1. *Reassignment*: A reassignment is the assignment of an administrator to a different administrative position in the same or different classification level and/or salary schedule placement.
2. *Reclassification*: A reclassification is a change in the assigned duties and responsibilities of a position sufficient to warrant a change in the title, and/or classification level and/or salary schedule placement of the position. (See Chapter XIV for Classification and Reclassification process and procedures.)
3. A change in work location or change in supervisory reporting relationship(s) does not constitute a change in assignment.
4. Classified administrators may be reassigned by mutual agreement or by unilateral decision of the Board, as approved or ratified by the Board itself.
5. When a reassignment occurs, the Board itself shall review and act on the reassignment and may issue a new contract to the administrator for the remainder of the contract period, for one year, or for any period up to two years.
6. An administrator will be notified in accordance with Section A of Chapter 5 if he or she will be unilaterally released from his/her position and reassigned.
7. An administrator who is reassigned to another administrative position is subject to the extension and renewal notifications in of this Chapter.

CHAPTER IV

CONTRACTS, WORK YEAR, AND WORK WEEK

A. Contracts

1. All contract notices for administrators must be issued by March 15.
2. Initial contracts for new administrators shall normally be for one year during each of the first two years of employment as an administrator in the District and may be increased to a two-year contract thereafter.
 - a. If during the first year of employment, the Board itself chooses not to issue a contract for a second year, the Board itself or its authorized representative shall notify the administrator by certified letter postmarked on or before March 15 or by a hand-delivered and receipted letter acknowledged on or before March 15 for contracts ending June 30, or for contracts not ending on June 30, at least 105 days prior to the expiration of the contract. If such notice is not properly delivered, the administrator's contract shall be renewed for one year.
 - b. If during the second year of employment the Board itself chooses not to issue a contract for one or two additional years, the Board itself or its authorized representative shall notify the administrator by certified letter postmarked on or before March 15 or by a hand-delivered and receipted letter acknowledged on or before March 15 for contracts ending June 30, or for contracts not ending on June 30, at least 105 days prior to the expiration of the contract. If such notice is not properly delivered, the administrator's contract shall be renewed for one year.
3. Administrators who are employed under the terms of a two-year contract, unless notified by the Board itself or its authorized representative by certified letter postmarked on or before March 15 or by a hand-delivered and receipted letter acknowledged on or before March 15 for contracts ending June 30, or for contracts not ending June 30, at least 105 days prior to the expiration of the contract, shall have their contract extended by one year under the terms and conditions listed herein.
 - a. If the Board itself elects not to extend the contract for an additional year, the administrator shall be notified by certified letter postmarked on or before March 15 or by a hand-delivered and receipted letter acknowledged on or before March 15 or, for contracts not ending June 30, at least 105 days prior to the expiration of the contract. The current contract shall remain in effect through its current term unless mutually agreed upon by the administrator and the Board, and as approved or ratified by the Board itself, or in accordance with Chapter V.B Termination of Contract.

B. Work Year for Administrators (Relocated from Chapter VIII)

1. The work year for administrators on a twelve (12) month contract is July 1 through June 30, inclusive of academic break periods.
2. The typical work year for administrators on an eleven (11) month contract is July 1 through June 30, inclusive of academic break periods occurring within the 11-month period, with one (1) month (usually August) being a non-work month. This schedule may vary based on the needs of the specific administrative position, but such a schedule change should not increase the number of duty days beyond eleven (11) months.
3. The typical work year for administrators on a ten (10) month contract is September 1 through June 30, inclusive of academic break periods. This schedule may vary based on the needs of the specific administrative position, as long as the schedule change does not increase the total number of duty days beyond ten (10) months.
4. All vacation, holidays, and leaves, not including days on unpaid leave of absence, occurring during their contract period are considered days of paid service (or duty days). See Chapter IX for information on leaves.

C. Work Week for Administrators

The number of hours in a work week for administrators is forty (40) hours, but the number of hours in any individual work week may vary according to the requirements of the position.

CHAPTER V

TERMINATION, LAYOFF, AND REASSIGNMENT

A. Non-Renewal of Contract

1. Before affecting the non-renewal of an administrator's contract, the Board of Trustees' decision shall be based on a determination that:
 - a. the administrator's performance, as documented in performance evaluations prepared in accordance with Chapter IV, does not meet the standards of performance established for the administrative position the administrator occupies; or
 - b. the non-renewal of contract contributes to meeting the program or staffing needs of the District; and
 - c. the decision for non-renewal is made in good faith and for reasons that are not arbitrary, capricious, or discriminatory.
2. If an administrator is notified by the Board itself on or before March 15 or, for contracts not ending June 30, at least 105 days prior to the expiration of the contract, that his/her contract will not be renewed, the administrator, as part of notification, will receive specific and verifiable reasons for such non-renewal of contract in writing.
3. If an administrator is serving under a two-year contract and the Board itself notifies the administrator on or before March 15 or, for contracts not ending June 30, at least 105 days prior to the expiration of the contract, that his/her contract will not be renewed for an additional year, the administrator shall be eligible to apply for training/retraining assistance under the provisions of Chapter XIII to help in the successful transition of the administrator to another position either within the District or outside the District.

B. Termination of Contract

1. The contract of an administrator may be terminated at any time by mutual consent of the parties; or
2. The Board itself may terminate the contract of an administrator during the term of the contract by providing forty-five (45) calendar days written notice and meeting all the salary and benefits provided by the terms and conditions of the contract; or
3. The Board itself may, under conditions of actual or anticipated financial exigency, terminate the contract of an administrator as provided in Section C of this Chapter; or

4. The Board itself may terminate the contract of an administrator for cause during the term of the contract by instituting the procedure outlined in Chapter XII of the Administrator's Handbook.

C. Layoffs

1. If the Board itself determines that financial conditions require the elimination of an administrative position, it may terminate the contract of the administrator employed in the position during the term of his/her contract by lay off.
 - a. The Board itself shall give every administrator who is subject to lay off a written notice at least 105 days before termination.
 - b. Such a notice shall outline the reasons for elimination of the administrator's position.
 - c. Should the eliminated position be reinstated within thirty-nine (39) months, the administrator who was laid off will be entitled to return to the position.
2. The process used to identify administrative positions to be eliminated under this Section shall be consistent with the district-wide budget review process in place at the time and shall be subject to review and comment by the Executive Board of the Administrative Management Association.
3. Any administrator subject to lay off shall have a right to request a hearing. The purpose of the hearing is to determine whether any provision(s) of Section H have been violated, misapplied, or misinterpreted.
 - a. Within ten (10) business days of receipt of the notice, the administrator may request a hearing by filing a written request with the Vice Chancellor of Human Resources.
 - b. If a hearing is requested, it will be heard by a Hearing Officer jointly selected by the chancellor or his/her designee and the president of the Administrative Management Association.
 - c. Within thirty (30) days of the close of the hearing, the Hearing Officer will prepare a written decision to the chancellor regarding the layoff recommendation and will give a copy to the administrator and the supervisor.
 - d. Within 30 days following receipt of the Hearing Officer decision, either the administrator or the chancellor may submit

a written appeal of the decision to the Board itself. The Board itself or its designee will review all of the written material. No new information shall be presented to the Board of Trustees, which has not been presented at a previous step in the process. The Board of Trustees' decision will be final.

4. The request for hearing and subsequent review(s) process shall not prohibit the Board of Trustees from implementing its layoff decision.
5. The Board shall make every effort to assist the administrator whose position has been eliminated in obtaining a new position within the District under provisions contained within Sections D, E, and F of this Chapter.
6. If the position of a program administrator who has previously attained permanent status in a classified position is being eliminated due to lack of funds or lack of work, the administrator may, if determined to be in compliance with Education Code and the collective bargaining agreement of the affected bargaining unit, be reassigned to a classified position in which he/she had previously gained seniority if a vacancy exists and if such an assignment is requested by the former administrator. If a vacancy is not available in such a position, the program administrator may institute his/her bumping rights in accordance with the Education Code and applicable collective bargaining agreement.

D. Reassignment to Faculty Position

1. An administrator who has gained tenure in the District shall be reassigned to a faculty position as a tenured faculty member provided:
 - a. the administrator has not been “terminated for cause” (see Chapter XII); and
 - b. the administrator has requested reassignment to a faculty position; or
 - c. the administrator's position is being eliminated due to administrative reorganization or reduction in force, and another suitable administrative position is not available.
 - d. that in the event a vacancy is not available, the administrator may apply seniority and bumping rights in accordance with Education Code and the applicable faculty collective bargaining agreement.
2. An educational administrator who was hired after June 30, 1990 and who does not have tenure in this District shall be reassigned to a faculty position as a first-year probationary faculty member provided:
 - a. the administrator has served in this District for at least two years as an educational administrator; and

- b. the administrator has not been “terminated for cause” (see Chapter XII); and
 - c. the administrator has requested reassignment to a faculty position; or
 - d. the administrator's position is being eliminated due to administrative reorganization or reduction in force, and another suitable administrative position is not available.
 - e. that a vacancy for which the administrator qualifies is available.
3. Administrators reassigned to first-year probationary status will be eligible to gain tenure through the Tenure Review Process in place for probationary faculty in accordance with the faculty collective bargaining agreement.
4. A program administrator who possesses the minimum qualifications or the equivalent may be offered a reassignment as a first-year probationary faculty member provided:
- a. the administrator has served in this District a total of at least two years as an administrator; and
 - b. the administrator is not being “terminated for cause” (see Chapter XIX); and
 - c. the administrator is requesting reassignment; or
 - d. the administrator's position is being eliminated due to administrative reorganization or reduction in force and another suitable administrative position is not available.
 - e. that a vacancy for which the administrator qualifies is available.
5. An administrator reassigned to a faculty position shall be placed on the faculty salary schedule in accordance with the faculty collective bargaining agreement provisions regarding faculty salary placement, including that all years of administrative and faculty service in the District shall be counted and applied toward placement.

E. Determination of Eligibility for Reassignment to Faculty Position

1. To determine the discipline to which an administrator shall be reassigned, the following shall apply:
 - a. The administrator can be assigned only to a discipline in which he or she has met the minimum qualifications or equivalency as specified by the Education Code, Board of Governors Regulations, and the Board of Trustees.
 - b. The administrator will be assigned to a discipline in which:
 - i) The administrator has appropriate academic preparation and experience; and
 - ii) There is sufficient load to warrant the assignment; and
 - iii) The administrator has an interest as indicated by a statement of the administrator's own preference for assignment.
 - iv) If the administrator does not meet minimum qualifications as specified by the Education Code, Board of Governors regulations, or the Board of Trustees, the administrator may apply for training/retraining assistance in accordance with Chapters V (A.3.) and XIII, in order to develop necessary and appropriate minimum qualifications provided that the minimum qualifications can be attained in the time allowed.

F. Reassignment to Another Administrative Position

1. An administrator whose position is being eliminated due to administrative reorganization or reduction in force may be reassigned to other administrative duties or a vacant administrative position in accordance with Section C.5 of this Chapter.
2. In all such cases, the reassignment will be based on the needs of the District and qualifications of the employee.

CHAPTER VI

EVALUATION

1. The performance of all Foothill-De Anza Community College District administrators shall be evaluated annually. The performance evaluation process is designed to improve the overall operation of the organization and to assist the administrator in the growth and development of professional abilities, as well as to identify areas of strengths and weaknesses. The evaluation process promotes and supports appropriate management and leadership skills and assures that administrators have goals which are in line with the overarching goals of the Foothill-De Anza Community College District.
2. **Annual Evaluation:** Administrators are evaluated every year in two (2) categories: Position Responsibilities, and Annual Goals and Objectives. In addition to this evaluation, each administrator must complete a self-evaluation which includes a professional development plan. During the years when a comprehensive evaluation is not conducted (see 3 below), the supervisor and administrator will review progress in addressing the challenges noted in the most recent comprehensive evaluation.
3. **Comprehensive Evaluation:** Each new administrator shall receive a comprehensive evaluation during each of the first two (2) years of service in the district. Thereafter, each administrator shall receive a comprehensive evaluation at least once every three (3) years (Administrative Performance Appraisal Form www.hr.fhda.edu/forms). Such evaluations shall be retained in the District Office of Human Resources personnel files.

The comprehensive evaluation shall consist of an evaluation of Position Responsibilities and Annual Goals and Objectives as well as input from a broad-based, sufficiently large, and representative group of responders who are familiar with the work of the administrator. Responses shall be actively sought from supervisors, faculty, and classified staff, as well as peer administrators and students, when relevant. Where deemed appropriate, the individual being evaluated may also request input from person(s) outside the campus community

4. **Process :**
 - a. By the end of each academic year the administrator will meet with the supervisor to establish goals and objectives, agree upon major job functions and responsibilities, and a professional development plan for the next academic year.
 - b. In December of each year the administrator and supervisor will meet to review progress toward goals, and the administrator's professional development plan. Adjustments may be made, as needed.

- c. If the administrator is scheduled for a comprehensive review, the supervisor will send the evaluation form to participants in the process in January.
 - d. By March 1 the supervisor shall complete the performance evaluation. The evaluation will be forwarded to the President or Chancellor for review and signature.
5. The supervisor shall discuss the evaluation with the administrator who will have an opportunity to provide written comment before the evaluation is forwarded to the President or Chancellor.
 6. The administrator has the right to respond to all evaluation materials.
 7. Nothing in these procedures prevents a supervisor or an administrator from conducting a comprehensive evaluation at any time.
 8. Educational administrators who have a teaching assignment as a part of load will be evaluated for teaching effectiveness on an annual basis for the first two years and once every three years thereafter in accordance with the evaluation instrument used for full-time faculty.
 9. All evaluations must be signed by the administrator prior to being placed in the district personnel file. If an administrator refuses to sign an evaluation, the evaluation shall be placed in the file with a record of the refusal.

CHAPTER VII

PERSONNEL FILES

A. Employment Records

Each administrator has the right, at reasonable times, to inspect his/her personnel file retained in the District Office of Human Resources. For the purposes of this chapter, the personnel file contains records that pertain to the employment relationship between the administrator and the District.

B. Confidentiality

Confidential information retained in the personnel file of an administrator may not be released without the consent of the administrator unless the release is compelled by law or is in compliance with a judicial order or lawfully issued subpoena. Notwithstanding the prior language in this section, nothing in this section may be construed as prohibiting inspection of an administrator's personnel file by employees and agents of the District who have legitimate business interests that justify the inspection.

C. Pre-Employment Materials

Notwithstanding Section A (Employment Records), the District may retain as confidential all pre-employment materials. "Pre-employment materials" means all materials obtained or prepared before the employment of the administrator or as an applicant or candidate for another position following employment with the District. Such materials include, but are not limited to, application materials, confidential letters of recommendation, search committee records, notes of pre-employment interviews, and the like.

D. Anonymous Material

No anonymous material may be entered into an administrator's personnel file without the consent of the administrator. Material is anonymous if the name of the source of the material is not disclosed to the administrator.

E. Material Added to the File

Whenever new evaluative material is added to an administrator's personnel file the administrator must be informed in writing of the addition. Information and statements not reasonably related to an administrator's assigned duties or professional responsibilities may not be placed in the personnel file.

F. Changes in a Record

If an administrator believes that any document in the personnel file or any portion thereof is not accurate, relevant, timely, or complete, the employee may request correction of the record or deletion of the document or portion in question.

1. A request for change must be in writing and must include a statement of the corrections or deletions that the administrator believes are necessary and the reasons thereof. The request must then be submitted to the president or the chancellor.
2. The request for change will become part of the administrator's personnel file unless the request is granted, in which case it will become a part of the records at the employee's option.
3. Within ten (10) business days of the receipt of a request, unless mutually agreed otherwise, the president or chancellor will accede to, deny, or propose an alternative solution to the administrator's request. If the request is denied, the president or chancellor will state the reasons for the denial in writing that will become part of the administrator's personnel file. In the event the president or chancellor fails to respond within the established timelines, including any extensions, the request will be deemed denied. The District reserves the right to accede to or propose an alternative solution at any time following the expiration of the ten (10) business days, including any extensions, period.
4. In addition to the right to request correction or deletion of a record, each administrator has the right to include a relevant response to any negative material in his or her personnel file.

CHAPTER VIII

SALARY ADMINISTRATION

A. Salary Schedule

1. The salary schedule for administrators appears online at www.hr.fhda.edu/personnel/administrators. The Administrative Salary Schedule is a ten (10) range salary structure with eight (8) steps on each range.
2. Administrative positions shall be assigned a classification title and salary range through the District classification process.
3. The Board itself reserves the right at any time during the term of an administrator's contract to increase the annual salary rate and/or benefits.
4. The District will meet and confer annually with the Executive Board of the Administrative Management Association to discuss salary adjustments and benefits for administrators.
5. Adjustments to the Salary Schedule may be made after analysis of data collected by the Association of California Community College Administrators salary survey and the districts identified as appropriate comparator institutions. Normally, this analysis will be performed every three years.

B. Initial Placement

1. Initial Placement

New administrators will normally be placed at Step 1 of the salary schedule. However, new administrators may be placed up to Step 3 of the salary range when recommended by the Vice Chancellor of Human Resources and Equal Opportunity in consultation with the hiring administrator and the president or chancellor. The president or chancellor will provide written justification for the placement. Such justification must be based on the following criteria:

 - a. Education, experience and eminence: education and experience beyond the minimum qualifications that would bring unique contributions to the district/college. Eminence must be verified by written statements from experts in the field and/or evidenced by the production of tangible products (such as published works or invited presentations to professional organizations) that would require a depth and breadth of relevant knowledge and experience to warrant the placement.
 - b. Internal equity considerations that include a review of salary placements of similar administrators.

c. The competitiveness of the external market.

2. Promotion

Whenever an administrator is promoted to a higher level administrative position, the administrator will be placed on a step in the new level that pays the equivalent of at least a five percent (5%) increase in base salary not to exceed the highest step maximum in the new position, not including awards, over the salary earned at the former level (credit for previous awards will be retained).

3. Reclassification

If an administrator's position is reclassified to a higher level on the management salary schedule, the administrator will be placed on a step in the new level that pays the equivalent of at least five percent (5%) increase in base salary, provided that the salary assigned shall be not less than the first step in the range and shall not exceed the highest step maximum in the new position, not including awards, over the salary earned at the former level.

If an administrator's position is reclassified to a lower level position the administrator shall retain his/her current salary up to the maximum of the lower salary range and shall not be eligible for further salary increases until the salary schedule is increased sufficiently to exceed the administrator's salary. If the salary schedule exceeds the administrator's salary, the administrator shall remain eligible for future step increases and salary range adjustments up to the maximum of the salary range in accordance with the provisions of this *Handbook*.

If an administrator's salary exceeds the maximum of the range, the administrator shall be eligible to receive off-schedule salary increases until the salary schedule is increased sufficiently to exceed the administrator's salary.

If an administrator's position is reclassified to a position assigned to the same salary range, the administrator will retain his/her current salary including future step increases in accordance with this Chapter.

4. Demotion

If an administrator voluntarily requests demotion to a position that is assigned a lower salary range, the administrator shall retain his/her salary and shall not be eligible for further salary increases until the salary schedule is increased sufficiently to exceed the administrator's salary.

If an administrator is involuntarily demoted to a position that is assigned a lower salary range, the administrator shall retain his/her salary up to the maximum of the lower salary range and shall not be eligible for further salary increases until the salary schedule is increased sufficiently to exceed the administrator's salary. If the salary schedule exceeds the administrator's salary, the administrator shall remain eligible for future step increases and salary range adjustments up to the maximum of the salary range in accordance with the provisions of this *Handbook*.

5. Faculty members and classified staff who are hired for administrative positions shall be placed on the schedule in accordance with these guidelines. If such placements result in less than a five percent (5%) salary increase, the employee shall be placed at the step that shall provide at least a five percent (5%) increase. Placement higher than 5% may be made when recommended by the Vice Chancellor of Human Resources in consultation with the hiring administrator and the president or chancellor. Such recommendation shall be based on additional experience or education beyond the minimum required, and/or to address placement equity issues.

C. Advancement on Salary Schedule

1. Administrators hired between July 1 and January 31 of the fiscal year will advance on the salary schedule on the July 1 following their employment. Administrators hired between February 1 and June 30 will advance on the salary schedule on the July 1 following the first full year of employment.
2. Advancement on the salary schedule is contingent upon receipt of a rating of "Good Solid Performance" or better.
3. Administrators who receive a lower rating than the rating required to advance to the next step shall remain on their current step until the next year. The administrator will be eligible to receive a step advancement if the next year's performance evaluation reflects the required performance rating of "Good Solid Performance" or better. No step advancements shall be retroactive.
4. Administrators who receive a rating of "Unsatisfactory" shall not receive any step advancement or salary increase for that year. The administrator shall be eligible for a step advancement and any salary schedule adjustment if the next year's performance evaluation reflects the required performance rating of "Good Solid Performance" or better. No step advancements or salary increases shall be retroactive.
5. If the supervising administrator does not complete the next year's evaluation prior to June 1 of the subsequent year, the administrator will be deemed to have received a rating of "Good Solid Performance" or better for purposes of eligibility for step and salary schedule increases only.

D. Administrative Achievement Awards

Administrators who earned Administrative Achievement Awards and/or Professional Achievement Awards through June 30, 1998 retain all awards paid on an annual basis. Such awards do not accrue to base salary. Refer to Chapter XII for Administrative Achievement Awards earned after July 1, 2008.

E. Doctoral Stipend

Effective July 1, 2007 administrators who earn a doctorate degree from an accredited institution shall be eligible to receive an annual stipend of \$2,400 paid in equal monthly installments. Such stipends do not accrue to base salary and are not subject to salary schedule increases. Official transcripts documenting attainment of the degree are required to be submitted to the District Office of Human Resources in order to obtain the stipend. It shall be entirely the administrator's responsibility to submit the required documentation to the District Office of Human Resources. Upon receipt, the stipend shall be effective the first of the month following submission and shall not be made retroactive.

F. Reassignment to Faculty Position

1. As noted in Chapter III (Assignment and Reassignment), when an administrator moves from an administrative to a faculty position, the administrator is credited with administrative service by adding a step for each year. If the employee is beyond Step 13 of the faculty salary schedule and has previously served in a faculty position in the District, he/she is given credit for the Professional Recognition Awards he/she could have earned up through June 1986.^{3*} The salary placement for administrators who are reassigned to Faculty positions are subject to the terms and conditions of the Faculty agreement.
2. Administrators who are reassigned to faculty positions retain all earned Administrative Achievement Awards and become eligible for Professional Achievement Awards in accordance with the guidelines online at www.hr.fhda.edu/forms, items a and b.

G. Teaching Assignments for Administrators

Teaching assignments may receive teaching assignments in accordance with the District/Faculty Association *Agreement* terms and conditions.

³ *Professional Recognition Awards were granted every three (3) years after completing a year at Step 12 of the Certificated Salary Schedule. The amount was \$170 yearly, of which approximately \$17/month was added to the employee's award. The granting of Professional Recognition Awards ceased in June 1986. The Professional Achievement Awards program for faculty began with the 1986-87 year.

CHAPTER IX

LEAVES AND HOLIDAYS

A. Personal Necessity Leave

An administrator shall be granted up to five (5) days of paid personal necessity leave (PNL) per contract year. For purposes of this Section, a contract year shall equal not less than 10-months. Administrators employed less than 10 months for the year shall be eligible for PNL on a prorated basis of the anticipated contract period. In the event the anticipated contract period is not completed, any PNL granted in excess of the prorated amount for the actual contract period of employment shall be recovered through payroll as an overpayment.

Any unused PNL may not carry over into the next year, and PNL shall not accumulate from year to year. Likewise, PNL may not be advanced or borrowed from the next year.

An administrator must be employed for at least one month prior to being able to use PNL.

For the purposes of this section, “personal necessity” means obligations or unavoidable duties of an employee that must be performed during scheduled working hours involving:

1. Emergencies or obligations related to the administrator’s home or family members, including medical or dental appointments for the employee’s family members when the nature of the appointment requires the administrator’s presence, or special family obligations such as attending a family member’s graduation, wedding or funeral service.
2. Emergencies or obligations related to the administrator, including appointments for the purpose of conducting personal legal affairs or financial transactions, receipt of a court order requiring absence from work, natural disasters that prevent an administrator from meeting all or part of his or her responsibilities or observation of a major religious holiday of the administrator’s faith.

An administrator may request additional days of PNL for these purposes in appropriate circumstances.

Unless there are unavoidable and compelling reasons (i.e. medical appointments or illness after being on extended sick leave), PNL may not be taken in conjunction with any holiday, sick leave, vacation, or other leave of absence.

Whenever possible, PNL must be approved in advance by the administrator’s supervisor.

B. Bereavement Leave

An administrator is entitled to paid bereavement leave of absence sufficient to allow for three (3) consecutive days, excluding weekends and holidays, due to the death of any member of his or her immediate family. "Immediate family" includes spouse, domestic partner, parent, child, sibling, grandparent, grandchild, foster parent, step parent, step child, foster child, brother/sister-in-law, son/daughter-in-law and any relative of the administrator or of the administrator's spouse or domestic partner living in the immediate household of the administrator.

If out of state travel or travel of more than 250 miles (one way) is required or if the death is of a spouse, domestic partner or child, paid bereavement leave sufficient to allow for five (5) consecutive days, excluding weekends and holidays, shall be granted.

Bereavement leave shall not be granted in any increment of less than one half (1/2) day. The Board may grant additional days of bereavement leave with full compensation in cases of exceptional circumstances and demonstrated need.

C. Sick Leave

1. A full-time administrator accrues paid sick leave at the rate of one (1) day of leave for each month of service. An administrator employed less than full-time or less than a full month shall accrue sick leave on a prorated basis of the anticipated contract period. In the event the anticipated contract period is not completed, any leave granted in excess of the prorated amount for the actual contract period of employment shall be recovered.
2. Sick leave is cumulative from year to year and shall be advanced at the beginning of each fiscal year on the basis of the anticipated contract period. Sick leave may not be advanced or borrowed from the next year.
3. Sick leave is available for use in the first month of employment.
4. At the request of the District, an administrator who has been on sick leave for five (5) or more consecutive days, or has a pattern of sick leave that suggests a chronic illness and has been requested by his/her supervisor or the District Office of Human Resources to provide a medical statement, must submit a statement from his or her medical provider stating the reason for the absence and the date on which the administrator will be or was able to return to work.
5. The Board may grant additional days of sick leave with full pay beyond those to which the administrator is otherwise entitled in cases of exceptional circumstances and demonstrated need.
6. Sick leave accumulated in other California school districts will be credited to the administrator upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer is made within one year of termination from the former district.

7. Each educational administrator shall be entitled to use up to six days of accumulated sick leave on an annual basis for the purpose of death or serious illness of the administrator's immediate family, or accident involving the person or property of the administrator or administrator's immediate family.
8. Each classified administrator shall be entitled to use up to seven days of accumulated sick leave on an annual basis for the purpose of death of a member of the administrator's immediate family when additional time is needed beyond the amount of bereavement leave otherwise provided; for an accident involving the person or property of the administrator or the administrator's immediate family; or a court or administrative appearance by the administrator as a litigant, party or witness.

D. Extended Sick Leave

1. An administrator is entitled to extended sick leave at the end of all accumulated sick leave or at the end of ten (10) consecutive contract days, whichever is later, and continuing for up to 180 calendar days from the first day of absence because of illness or injury. Extended sick leave is granted in increments of not less than one (1) full day for each day of absence due to illness or injury.
2. An administrator on extended sick leave is entitled to compensation as follows:
 - a. for a full month's absence, an amount that equals $66 \frac{2}{3}$ percent of the administrator's "basic monthly earnings" on the date he or she was last at work, to a maximum payment of \$6,000 per month. "Basic monthly earnings" means $\frac{1}{12}$ th of the administrator's annual contract salary.
 - b. for less than a full month's absence, an amount that equals an appropriate fraction of extended sick leave pay, determined by dividing the number of days of absence during the partial month by the number of contract days in the month.
3. After the exhaustion of all accumulated sick leave (including donated leave) and extended sick leave, an administrator may resign, retire, or apply for an unpaid leave of absence. If the administrator applies for an unpaid leave, a leave of up to six (6) months may be granted. If the administrator fails to resign, retire, or apply for a leave or if an extension of a leave is denied, the administrator will be placed on a thirty-nine (39) month re-employment list. During the thirty-nine (39) month period, if the administrator is able to perform the duties of the position, he or she will be employed in the first vacancy in the classification of the previous assignment. In any event, if the

administrator remains disabled beyond the period of accumulated and extended sick leave, he or she may apply for and may receive long-term disability insurance benefits in the manner prescribed in the District's long-term disability insurance policy.

E. Sick Leave Donation

1. An administrator may donate days of sick leave to individual District employees who, due to a serious health condition, have exhausted all accumulated sick leave. Donating administrators must retain a sixty (60) day balance of sick leave after their donation. No employee may receive more than forty (40) days of donated leave per year.
 - a. A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition which involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider as defined in 29 USC 825.114(a) and as certified by an employee's physician or other qualified practitioner.
 - b. The Vice Chancellor of Human Resources will verify the certification for eligibility. If the certification from the employee's physician is insufficient, a certification by a physician of the District's choosing may be required, at the District's expense. The District may require additional medical opinions.
2. Donated sick leave must be in one (1) day increments (no less than 8 hours). Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient employee. In the event that the state or federal governments rule that a tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.
 - a. The donated sick leave may be used only when the employee has exhausted accumulated sick leave and either is not eligible for long-term disability or is eligible but has not begun to receive the long-term coverage.
 - b. The Vice Chancellor of Human Resources shall be notified of solicitation of donations. Solicitations of donations may be made by the individual or his or her representative(s).
 - c. Donation of sick leave shall be authorized by a signed pledge form prepared by and filed with the District Office of Human Resources. In the event several administrators donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with Human Resources.
 - d. If the employee does not use all donated sick leave, the sick leave shall be returned to the donating administrator(s).

F. Military Leave, Legislative Leave, Industrial Accident Leave

An administrator who meets the requirements prescribed by law may request and will be granted:

1. a military leave in accordance with the provision of the Military and Veterans Code Sections 395 et. Seq. and Education Code Sections 87700 and 87832;
2. an unpaid legislative leave under Education Code Section 87701;
3. an industrial accident leave of up to sixty (60) days under Education Code Section 87787.

G. Leave for Jury Duty

When an administrator is on leave for jury duty, it will be with full pay less the fee received for serving on the jury.

H. Unpaid Leave of Absence

1. An administrator may be granted an unpaid leave of absence for periods not to exceed one (1) college year. A leave without pay of one (1) month or more must be approved by the President, the Chancellor, and the Board itself.
2. During an unpaid leave of absence of one (1) month or more, an administrator may continue to receive paid benefits by reimbursing the District in advance for the full premium or its equivalent for all benefits.
3. Unpaid leaves of less than one (1) month must be approved by the administrator's supervisor and the President or Chancellor.

I. Parental Leave

An administrator may be granted a maximum of one (1) year of unpaid leave of absence to care for a newborn or recently adopted child. The request for parental leave must be made in writing. The Office of Human Resources will forward the request to the Chancellor for action by the Board of Trustees. Leave to care for a newborn or recently adopted child runs concurrently with leave granted under the Family and Medical Leave Act.

An administrator on parental leave must notify Human Resources within seven (7) months after the start of the leave whether s/he intends to return to the employment of the District. The District shall attempt – but makes no guarantee – to place the administrator in the same assignment on the same campus as that which was held when the leave began. Unpaid

parental leave is not counted in the calculation of salary increments and other service related benefits.

J. Pregnancy Leave

In accordance with Education Code Section 87766 and 88193, administrators shall be eligible to use sick leave for absence due to temporary medical disability caused by or contributed to by pregnancy, miscarriage, childbirth, or recovery there from. The length of the leave of absence, including its beginning and ending dates, shall be determined by the administrator and the administrator's physician. Such determination shall be based upon the administrator's ability to perform the administrator's assigned duties.

Maternity leave shall comply with applicable provisions of the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and Pregnancy Disability Leave Law (PDLL).

Following the expiration of maternity leave, an administrator may request partial or full leave of absence without pay in accordance with Section H Unpaid Leave of Absence.

K. Family Medical Leave

In accordance with state (California Family Rights Act) and federal (Family Medical Leave Act) law and District policy, under certain conditions an administrator may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances or the administrator's serious health condition. Qualifying circumstances would include but are not limited to birth, adoption or placement of a foster child, and care of a child, spouse or parent with a serious health condition.

An administrator using family medical leave is eligible for paid benefits during the leave.

Use of family medical leave for a qualifying circumstance, including the administrator's own serious illness, runs concurrently with other paid and unpaid leaves granted by the district. The district policy and procedure can be found online at www.fhda.edu.

L. Monthly Leave Report

Each administrator must sign and file a monthly leave report with his or her supervisor on a leave report form provided by the District. It is the responsibility of every administrator to notify his or her supervisor whenever a leave is needed.

M. Vacation Leave

1. A full-time administrator earns sixteen (16) hours (two days) of paid vacation leave for each calendar month of service. For any administrator employed less than full-time or for any month of employment, following the initial month of employment, in which the

administrator is in paid status for less than a full month the administrator shall receive a prorated amount of leave. For the initial month of employment with the District in a vacation-eligible position, if an administrator joins the District after the tenth of the month, vacation leave is computed from the first of the following month.

2. An administrator may accumulate a maximum of two times the annual accrual of vacation (i.e. 48 days, 384 hours for 12-month employees; 44 days, 352 hours for 11-month employees; 40 days, 320 hours for 10-month employees).

When the accumulated vacation balance reaches these limits, an administrator ceases to earn vacation until such time as the vacation balance is reduced below the maximum earnable as noted above.

3. Vacation leave may not be used prior to the time it is earned.
4. Vacation leave will be scheduled by mutual agreement between an administrator and his or her supervisor.
5. In the event of resignation, retirement, or termination, an employee will be compensated for accumulated vacation not to exceed the maximum amount allowed to accumulate. Whenever possible an administrator who is resigning or retiring will use as much accumulated vacation as possible prior to the last day of service. Administrators may not terminate service when on vacation.
6. When an administrator moves to a non-vacation earning position, the administrator will schedule and may be directed to use as much accrued vacation as possible prior to the beginning of the new assignment. All accrued leave not taken prior to reassignment will be paid to the administrator.

N. Holiday Pay (formally Appendix F)

There are sixteen paid holidays each year, including all legal school holidays. These include the following designated holidays for each school year and any other holiday declared by the President or the Governor that provides for community colleges to be closed or any holiday approved by the Board of Trustees:

<u>Holiday</u>	<u>Observed</u>
Independence Day	July 4 th
César Chávez Day	Friday before Labor Day
Labor Day	First Monday in September

Veteran's Day	November 11 or as observed on a Friday or Monday designated by the District
Thanksgiving	Fourth Thursday in November
Thanksgiving Friday	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Day after Christmas	December 26
December Holiday	As designated by the District, typically the second business day following Christmas ^{4*}
New Year's Eve	December 31
New Year's Day	January 1
Dr. Martin Luther King, Jr. Day	Third Monday in January
Lincoln's Birthday	Friday before Washington's Birthday
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May

When the holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls within an employee's vacation, the holiday will not count as a day of vacation.

⁴ *Administrators who are required to work on the December Holiday shall be entitled to a floating holiday to be taken between January 1 and June 30. Administrators who do not take the holiday by June 30 will forfeit the holiday.

CHAPTER X

ADMINISTRATIVE LEAVE (From Chapter VII)

A. **Administrative Professional Development Leave**

1. The purpose of an administrative leave is to develop professional improvement of an administrator, which will ultimately benefit the District. An administrative leave may be granted for full-time academic study and/or an approved professional study project.

An administrator with at least one (1) year of satisfactory service as an administrator may apply for:

- a. an administrative leave for no more than two (2) months at full pay if he or she has rendered service to the District as a permanent or regular or contract faculty member, classified employee, or administrator for at least four (4) consecutive years preceding the taking of the leave and has not taken any other paid professional development leave during that time; or
 - b. an administrative leave of not more than ten (10) months at 85% of full pay if he or she has rendered service to the District as regular or contract faculty member, classified employee, or administrator for at least six (6) consecutive years preceding the taking of the leave and has not taken any other paid professional development leave during that time.
 - c. In either case, the exact length of the leave will be agreed upon by the administrator and his or her supervisor and approved by the President or the Chancellor, taking into account the employee's professional development need and the reasonable operational needs of the District and the Colleges.
2. No approved absence from service to the District under a paid or unpaid leave of absence shall break the continuity of service required by Section M.1., except for an absence under a paid professional development leave (i.e. an administrative leave, a faculty professional development leave, or a classified staff development leave). However, time spent on any unpaid leave shall not count toward the period of service required.
 3. An administrator who wishes to apply for an administrative leave shall file a written completed application with the District Office of Human Resources for review by the Administrative Leave Committee, with a copy to the administrator's supervisor and the President or the Chancellor. The written application must be filed at least six (6) months prior to the commencement

of the leave. Applications are available in the District Office of Human Resources and in the Presidents' offices. Application forms are also provided online at www.hr.fhda.edu/forms. It is the administrator's sole responsibility to deliver the completed and signed application materials and required copies to the District Office of Human Resources and the supervisor and President/Chancellor as noted above.

The supervisor, President or Chancellor shall indicate on the application whether the demands of the administrative position can reasonably be met if the leave is approved.

The application shall describe the activities to be undertaken and any other information reasonably required. The application must set forth specific objectives for the study, research or travel during the leave to demonstrate that the leave will enhance the job performance and professional growth of the administrator. The leave plan must be of appropriate substance and duration proportionate to the length of the leave requested for meeting the stated objectives. The administrator should include an anticipated calendar or timetable for carrying out the various activities. The application must also include the means by which the administrator will report on or verify the objectives achieved.

4. The Administrative Leave Committee shall consist of the Vice Chancellor of Human Resources or his/her designee, who shall serve as chairperson; one administrator appointed by the President of De Anza College; one administrator appointed by the President of Foothill College; one administrator appointed by the Chancellor; one administrator appointed by the Executive Board of the Administrative Management Association.
 - a. The Administrative Leave Committee shall review all leave applications and will recommend leave to the Board itself for action only after determining that the leave will substantially benefit the District, enhance the administrator's job performance and professional growth, and relate significantly to the administrator's profession, duties and responsibilities or planned reassignment.
 - b. The Administrative Leave Committee is also responsible for receiving and reviewing the leave reports required (see #8 below). After reviewing the report, the Committee will recommend approval of the report to the Board itself or request further information or refinement of the report from the administrator. If the Committee is unable to determine whether the objectives of the leave were met, the Committee shall make a recommendation to the President or the Chancellor that appropriate remedies be pursued including requiring the administrator to reimburse the district for all or a portion of the leave compensation.
5. No more than six percent (6%) of administrators will be granted administrative leaves during a college year and not more than half of the leaves may be for more than two (2) months.

6. An administrator who is granted an administrative leave of more than two (2) months will not accrue vacation credit for the duration of the leave.
7. As a condition of being granted an administrative leave, an administrator must agree to render service to the District for at least twice the length of the leave following his or her return from the leave. If an administrator fails to perform the required service, he or she will be liable to the District for all amounts paid as compensation during the administrative leave plus other damages, including attorney's fees.
8. Within three (3) months following return from an administrative leave, the administrator must submit a report to the Administrative Leave Committee with a copy to the President or the Chancellor describing the manner in which the objectives of the leave were accomplished.
9. An administrator on paid leave shall receive paid benefits in the same manner as all other full-time contract administrators.

CHAPTER XI

BENEFITS

A. Eligibility

An administrator who is eligible for paid benefits is one who:

1. is in a designated administrative position;
2. is employed at least half-time; and
3. has been in paid status as an employee of the District during the month preceding the month covered by the benefits.

An administrator shall be deemed to be in paid status during any recess or intersession if the administrator is scheduled to return to paid status at the end of the recess or intersession.

Dependent is defined as the administrator's spouse or domestic partner, and any child who is claimed as an allowable dependent on the administrator's Federal Income Tax return.

An administrator who resigns or is terminated shall cease to be a qualified employee at the end of the calendar month during which his/her resignation or termination becomes effective.

A disabled administrator receiving long-term disability payments under section F of this Chapter shall, following the exhaustion of all sick leave and extended sick leave, remain a qualified administrator for the purpose of medical benefits for three (3) years, provided the administrator has been employed by the District for at least five (5) years.

B. Medical Benefits

The District provides medical benefits to each eligible administrator and his or her eligible dependents. The following describes the benefits in place for the 2010-2011 plan year. Medical benefits are subject to change each plan year.

Please visit <http://www.fhda.edu> for specific information and all forms regarding benefits.

Kaiser Foundation Health Plan

The Kaiser Foundation Health Plan, a Health Maintenance Organization, shall require employees to pay a monthly premium of \$48 for employee-only, \$96 for employee plus one dependent, or \$144 for employee plus family. Employees and their dependents are also subject to the co-pays listed below. Benefits are provided in accordance with the coverage and charges as specified in the Kaiser Plan Benefit Booklet, available online

at <http://hr.fhda.edu/benefits/medical>>.

Office Visit Co-pays of \$20 per physician office visit (\$15 for chiropractic care). However, no co-pay shall be required for wellness benefits.

Hospital Co-pay of \$50 for Emergency Room treatment that does not result in admittance to the medical facility.

Prescription Co-pays of \$5 generics/\$10 brand for a 30-day supply. Mail Order refills shall include a co-pay of \$10 generics/\$20 brand for a 100-day supply.

1. Exclusive Provider Organization (EPO) “Choice” Plan

The Exclusive Provider Organization (EPO) “Choice” Plan, a District self-insured plan offered through United Healthcare and providing network services only, shall require employees to pay a monthly premium of \$48 for employee-only, \$96 for employee plus one dependent, or \$144 for employee plus family. Employees and their dependents are also subject to the deductibles, co-insurance, and co-pays listed below. Benefits are provided in accordance with the coverage and charges as specified in the UnitedHealthcare *Choice* Health Plan Benefit Booklet and available online at <http://hr.fhda.edu/benefits/medical>>.

Deductibles of \$350-annually for each covered individual with a maximum \$1,050 annual deductible per family.

Co-insurance and Maximum Co-insurance Out-of-Pocket Expenses of 10 percent (10%) for hospital services/therapies, surgery, x-ray and lab standalone services. The maximum calendar year co-insurance out-of-pocket expense for each covered individual is \$1,000 to a maximum of \$3,000 family.

Office Visit Co-Pays of \$25 per physician office visit and \$30 for specialist doctor, urgent care, and certain therapies/treatments. However, no co-pay shall be required for wellness benefits.

Hospital Co-pay of \$100 and emergency Room Co-pay of \$100 for Emergency Room treatment that does not result in the employee’s or his or her eligible dependent’s admittance to the medical facility.

Prescription Co-pays of \$10 generics/\$25 brand formulary/\$50 non-formulary. Mail Order service shall require a co-pay of \$20 generics/\$50 brand/\$100 non-formulary for a 90-day supply. A \$1,000 annual cap per individual on co-payments for mail order prescriptions shall apply.

2. Preferred Provider Organization (PPO) “Choice Plus” Plan

The Preferred Provider Organization (PPO) “Choice Plus” Plan, a District self-insured plan offered through UnitedHealthcare and providing both network and non-network services, shall require employees to pay a monthly premium of \$120 for employee-only, \$240 for employee plus one dependent, and \$360 for employee plus family. Employees and their dependents are also subject to the deductibles, co-insurance and co-pays listed below. Benefits are provided in accordance with the coverage and charges as specified in the UnitedHealthcare *Choice Plus* Health Plan Benefit Booklet and available online at <<http://hr.fhda.edu/benefits/medical>>.

Network Coverage

The provisions of the EPO Plan governing deductibles, co-insurance, and co-payment for network medical and prescription coverage, lifetime limit, and pre-existing condition as described in Sections 22.2.2.1 through 22.2.2.9 shall apply to services obtained from PPO network providers.

Non-Network Coverage

Non-Network Facilities and Services. Services acquired from a non-network provider, shall be paid at seventy percent (70%) of the usual and customary rates (UCR) for the first \$10,000 of such medical services annually in accordance with the provisions of Section 22.2.3.4. Thereafter, the Plan shall pay one hundred percent (100%) of the UCR charges consistent with other requirements. The Plan shall not cover any charges in excess of the usual and customary rate (UCR); i.e., charges in excess of UCR shall be the employee’s responsibility and shall not be included in the maximum co-insurance out-of-pocket expenses specified in Section 22.2.3.4.

Deductibles of \$700 annually for each covered individual with a maximum of \$2,100 annual deductible per family.

Co-insurance and Maximum Co-Insurance Out-of-Pocket Expense of 30 percent (30%) of the usual and customary rate (UCR) for physician services, urgent care, hospital services/therapies, surgery, x-ray and lab standalone services and maximum calendar year co-insurance out-of-pocket expense for each covered individual is \$3,000 to a maximum of \$9,000 family

Hospital Co-pay for non-network facilities of \$100.

Emergency Room Co-pay of \$100 for Emergency Room treatment that does not result in the employee’s or his or her eligible dependent’s admittance to the medical facility.

3. Waiver of Coverage

Employees may elect to waive coverage under the following conditions:

a) an employee certifies coverage in another non-District group health insurance plan; and,
b) certification shall be provided prior to the beginning of the 2010-2011 and/or 2011-2012 Plan Year in accordance with the District's open enrollment process for the subsequent plan year.

An opt-out election shall remain in effect during the entire Plan Year, and the employee may not re-enroll in a District plan except during Open Enrollment or as a consequence of an IRS Section 125 qualifying event. Waiver of coverage shall not result in a compensated allowance in lieu of coverage.

The effects, if any, of the opt-out provision will be reviewed and may continue to subsequent Plan Years.

C. Vision Care Benefits

The District provides vision care benefits to each eligible administrator and his or her eligible dependents.

D. Dental Care Benefits

The District provides dental care benefits to each eligible administrator and his or her eligible dependents.

E. Life Insurance Benefits

The District provides each eligible administrator with a \$50,000 level-term life insurance benefit. Each eligible dependent is provided with a \$5,000 life insurance benefit.

F. Long-Term Disability Insurance Benefits

The District provides each eligible administrator with a long-term disability benefit.

1. Effective January 1, 2008: Income protection insurance provides a benefit equal to $66 \frac{2}{3}$ percent of the administrator's basic monthly earnings on the date he or she was disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means $1/12^{\text{th}}$ of the administrator's annual contract salary.
2. The benefits are payable after the end of all accumulated sick leave and extended sick leave.
3. For administrators with five (5) or more years of STRS service and two (2) or more eligible children on the day of disability, benefits are payable for one (1) year from the date of disability for both accident and

illness provided that the administrator is 69 years of age or younger on the date of disability. If the period of disability extends beyond one (1) year, the administrator will receive disability allowance payments from STRS.

4. For all administrators not included under Section G.3, the benefit is payable for ten (10) years from the date of disability for both accident and illness provided the administrator is 55 years of age or younger on the date of disability, the maximum benefit period is in accordance with the schedule set forth in the District's income protection insurance policy.

G. Employee Assistance Program

The District provides a confidential short-term counseling service for eligible administrators and their dependents, concerning such areas as stress, drug-related problems, marital concerns, financial problems, and legal assistance.

H. Benefits During Unpaid Leave of Absence

1. An eligible administrator who is granted an unpaid leave of absence may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent. The cost of reimbursement for such benefits will be determined as follows:
 - a. For ten-month administrators, 1/10th of the full annual premium or its equivalent for each month of unpaid leave of absence;
 - b. For eleven-month administrators, 1/11th of the full annual premium or its equivalent for each month of unpaid leave of absence;
 - c. For twelve-month administrators, 1/12th of the full annual premium or its equivalent for each month of unpaid leave of absence.
2. Notwithstanding the provisions in I.1, a disabled administrator receiving long-term disability payments under Section G shall, following the exhaustion of all sick leave and extended sick leave, remain a qualified employee for the purpose of receiving health benefits while on an approved unpaid leave under Chapter IX, Section D.3.

I. Domestic Partners

Domestic Partner Benefits are available to the bona fide domestic partner aged eighteen (18) years or older, of an unmarried District employee. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.

These benefits consist of medical, prescription drug, dental, and vision. Benefits will not be provided for dependents of non-employee domestic partners. Additional information regarding eligibility criteria may be obtained by contacting Human Resources.

Both the employee and the domestic partner must attest to certain facts by completing and signing the Affidavit, which includes an Affidavit of mutual responsibility. This Affidavit may have potential legal implications under California law, which had recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. Employees should consult an attorney regarding the potential legal effects of signing the Domestic Partnership Affidavit.

Domestic partner benefits are most likely taxable income unless the domestic partner is deemed to be a dependent under Internal Revenue Code Section 152. Further, a domestic partner most likely does not have many federal rights involving benefits that spouses possess under ERISA, COBRA, and the IRC. Again, an attorney should be consulted if you have any questions.

The District may, at its discretion, require supportive documentation satisfactory to the District concerning the eligibility criteria and assertions contained in the Affidavit. The Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

CHAPTER XII

ADMINISTRATIVE ACHIEVEMENT AWARDS

At the heart of the Administrative Achievement Award is Foothill-De Anza's desire to create an environment that fosters, sustains, and rewards professional growth as well as excellence in leadership and administration. Consequently, the essence of the program is thoughtful, reflective engagement with professional growth and excellence, rather than simple procedural compliance. All eligible administrators are encouraged to accept the challenge of participating in this program, which honors performance that reaches beyond basic expectations and the ordinary duties of one's job.

A. Purpose

The purpose of the Administrative Achievement Award is to reward excellence in the performance of an administrator's assigned duties and provide incentives to administrators to enhance their performance through continuing education, leadership and professional activities and service to the District and community.

B. Eligibility

1. An administrator must have completed at least 4 years as an administrator in the District and served for one year at the top step of the administrative salary schedule. Service as an "acting" or "interim" administrator shall count towards eligibility if all other eligibility requirements are met.
2. Grant or Categorically Funded Administrators are eligible for an Award if the grant funds are available to support the award.

C. Requirements

1. An administrator must have received an evaluation of good solid performance on the most recent comprehensive evaluation completed within the three-year period immediately preceding the award application.
2. An administrator must have completed nine quarter units (or six semester units) or their equivalent within the preceding four years in one or more of the following:
 - a. Credit course work that is related to the administrator's assignment, academic growth and development. Courses shall be upper division unless otherwise approved by the appropriate Vice President, Vice Chancellor, or College President.
 - b. Participation in or attendance at conferences, workshops and/or non-credit courses approved by the appropriate Vice-President, Vice-Chancellor or College President. Eighteen hours of this activity shall equal one quarter unit.

- c. Professional activities or projects approved by the appropriate Vice-President, Vice Chancellor, or College President. The number of hours and projects must be approved in advance. Eighteen hours of approved activity shall equal one quarter unit.
3. An administrator must also complete special service activities, which shall consist of documented service during each of the four years of the report period. Special service to the District includes, but is not limited to:
- a. The commitment of extra time and effort to the department, the division, college or District activities: for example chairing special task groups like accreditation teams, strategic planning implementation groups, EIS implementation committee, Measure E/C planning/design committees. Chairing or participating in committees and projects that are required activities shall not be included. For example, chairing a Tenure Review or Hiring committee for an employee in the administrator's division or department shall not be considered special service.
 - b. Development and/or implementation of special projects or programs that contribute to educational excellence, productivity or effectiveness of the college or District.
 - c. The assumption of an active leadership role on regional, state or national level

D. Application

1. The responsibility for filing a timely and complete application shall be entirely that of the individual administrator. The following documents are required:
- a. A cover letter of application submitted to the College President for Foothill or De Anza administrators or to the Chancellor for Central Services administrators
 - b. Copies of transcripts and/or evidence of Professional Growth Activities
 - c. An outline of the special service activities for each of the four years of the Award period
 - d. Copies of the most recent performance evaluation including the administrator's self-evaluation
2. Applications must be received no later than April 30 of each year. If

recommended by the President or Chancellor and approved or ratified by the Board itself, the award will be paid in monthly installments beginning with the July payroll.

3. The award shall be granted by the Board of Trustees upon the recommendation of the Chancellor and the appropriate College President or Vice Chancellor. Such recommendations shall be based on their professional judgment that the eligibility, spirit, and criteria of the award have been met.

E. Award Amounts

1. The first AAA shall entitle an administrator to receive \$3000 per year. After the first award has been received for four years, the administrator shall be eligible to apply for a second award.
2. The second AAA shall entitle the administrator to receive an additional \$3000 per year (a total of \$6000.00). After the second award has been received for four years, the administrator shall be eligible for a third award.
3. The third AAA shall entitle the administrator to receive an additional \$3000 per year (a total of \$9000 per year). After the third award has been received for four years, the administrator shall be eligible to apply for a fourth award.
4. The fourth AAA shall entitle the administrator to receive an additional \$3500 per year (a total amount of \$12,500).
5. After the fourth award, the administrator shall continue to receive the awards earned in the AAA program as long as he or she remains an eligible employee of the District but shall not be eligible for additional awards.
6. An administrator may receive no more than a total of four awards (PAA and AAA) as faculty member or administrator.
7. Awards do not accrue to base salary and are not eligible for COLA increases.

(From Appendix B) In establishing an eligibility date, the following guidelines will be used:

- F. A faculty member who is reassigned from faculty to administrator may use a faculty year(s) towards eligibility for an Administrative Achievement Award. However, the administrator may not receive eligibility for both an Administrative Achievement Award and a Professional Achievement Award for the same years of service or for the same professional growth or service activities. The faculty member retains all prior PAA awards but is entitled to no more than a total of 4 awards.
- G. An administrator who is reassigned from an administrator to a faculty position may use administrative years(s) towards eligibility for a Professional Achievement Award. However, the faculty member may not receive eligibility for both an Administrative

Achievement Award and a Professional Achievement Award for the same years of service or for the same professional growth or service activities. An administrator retains all prior AAA awards but is entitled to no more than a total of four (4) awards.

- H. Administrators who are hired at a step other than Step A and who do not have other eligible years in another district position, shall not be eligible for an Administrative Achievement Award until they have completed four (4) years of required service.
- I. Years as an “acting” administrator can count towards Administrative Achievement Award eligibility if the conditions of A or B are met.
- J. Grant-funded administrators are eligible for an Administrative Achievement Award if the grant funds are available to support the award.

NOTE: The Administrative Achievement Award was discontinued effective June 30, 1998. Administrators will continue to receive all awards earned prior to June 30, 1998.

CHAPTER XIII

TRAINING/RETRAINING STIPENDS

A. Purpose

1. The Board of Trustees recognizes the importance of a highly professional, knowledgeable, well informed, and skilled administrative staff. The Board of Trustees also recognizes that changes in administrative assignments may occur in the best interest of both the District and the administrator.
2. A Training/Retraining Stipend shall be established for administrators to be used to fund training expenses other than salary in the administrator's current field or to support activities that will prepare the administrator for new fields or endeavors. The following activities may be supported:
 - a. Program of study in an accredited institution leading to advanced administrative, leadership, and/or discipline-specific expertise.
 - b. Preparation for returning to a faculty assignment that could include, but is not limited to, instructional skills workshop, curriculum development, preparation of lesson plans, or subject matter review.
 - c. Preparation for a new administrative assignment that could include but is not limited to an internship, or professional training.
 - d. Professional conferences, seminars, institutes, and workshops directly related to the administrator's current position.
 - e. Outplacement assistance.

B. Fund

A fund of \$10,000 shall be appropriated each academic year for this purpose. Any balance shall be carried over into the subsequent year up to a maximum of \$25,000. The fund may be used to defer in whole or in part, the cost of tuition, conference, workshop and application fees, books, or supplies, and related expenses other than salary. In addition, stipends are generally not available for meals, travel or lodging.

C. Eligibility

To be eligible for the program, an administrator shall have served for more than two (2) years in the District as an administrator. If the application is for a retraining stipend, the applicant must have demonstrated a potential for success in the new area under consideration. The program may be used in conjunction with an administrative leave. An administrator whose contract is being "terminated for cause" is not eligible to apply under this chapter.

D. Process

Two (2) application dates are provided: April 1 and December 1. The District shall notify all administrators in advance of the application period. Exceptions to the application date may be granted by the Administrative Leave Committee on a case-by-case basis. Stipends awarded in April are generally for activities occurring after July 1. Stipends awarded in December are for activities in that fiscal year.

The plan shall include the specific details of the proposal, the purpose of the stipend, and the amount requested. (<http://hr.fhda.edu/forms>)

If the request is for a conference, workshop, or seminar that includes travel and lodging expenses incorporated into the registration fees, the administrator may receive up to a maximum of \$1,000 per fiscal year.

The plan shall be signed by the administrator, his or her current supervisor, and other appropriate administrator(s). The administrator's supervisor shall have an opportunity for comment and recommendation. However, the supervisor does not have the authority to approve or disapprove the request for stipend.

The Administrative Leave Committee will review all requests and make a recommendation to the Board itself for action. Priority consideration shall be given to those administrators who may be reassigned.

The Administrative Leave committee shall establish guidelines to determine how funds are to be allocated and distributed.

CHAPTER XIV

CLASSIFICATION AND RECLASSIFICATION

A. Classification System

To effect and maintain the proper salary relationships among administrative positions, the District uses a system of position classification. Classifications are assigned to salary ranges on the Administrative Salary Schedule.

B. Reclassification Process

1. All positions will be reviewed whenever they become vacant to confirm the appropriate classification level. The supervisor will notify the Classification Specialist of the vacancy. The Classification Specialist will advise the Chair of the Administrative Classification Committee of any significant changes in the position. The Chair will poll the Administrative Classification Committee members for action on the position.
2. Requests for reclassification may be submitted at any time during the year.
3. Reclassifications will become effective the first of the month following approval by the Board itself.
4. Requests for classification or reclassification are submitted to the Administrative Classification Committee. A request for reclassification may be initiated by the incumbent or supervisor. Classification of a new position or reclassification of a vacant position may be initiated by the appropriate administrator.
5. The Administrative Classification Committee may initiate reclassification reviews when positions appear to change as a result of:
 - a. Deletion of or a significant decline in programs/services that affect the level of know-how, problem solving, and accountability in an administrative position; or
 - b. The transfer of duties and responsibility for programs/services to another position; or
 - c. A reclassification that impacts another administrative position.

C. Procedure

1. To initiate reclassification an administrator must discuss the reasons for requesting a reclassification with the supervisor. Such reasons must indicate a significant change in the position due to:

- a. The addition of new and different duties to the position that require increased knowledge, problem solving, and accountability in the position;
 - b. A re-examination of the position due to perceived significant role changes based on a change in technology or in the strategy or mission of the district/college.
 - c. A reorganization that significantly changes the position.
2. The administrator must complete a Request for Position Review (form available online at www.hr.fhda.edu/forms) and submit it with the following materials to the supervisor who will review with the President:
 - a. Copy of current job description.
 - b. A detailed description of the new, changed, and/or deleted duties and responsibilities of the position.
 - c. Current organization chart.
 - d. Proposed organization chart.
 3. The supervisor will return the signed request (supervisor's and President's or Chancellor's signature) to the administrator who is responsible for submitting the request with the materials noted above to the District Office of Human Resources (District HR) Classification Specialist for review by the Administrative Classification Committee .
 4. Within thirty (30) days of District Office of Human Resources receipt of the request the Administrative Classification Committee will review the request and notify the administrator (initiator) of its decision and its intention to forward the recommendation and rationale to the college President and the Chancellor for submission to the Board itself for action.
 5. The administrator may appeal the recommendation by completing a Classification Appeal form (online at www.hr.fhda.edu/forms) within ten (10) days of receipt of the Committee's recommendation. The Committee shall respond to the Appeal within thirty (30) days of receipt of the Appeal.
 6. The timelines noted in the process may be extended by mutual agreement.

D. Administrative Classification Committee

1. The Administrative Classification Committee reviews and makes recommendations to the Chancellor on the following:

- a. The proper classification and salary range for an authorized new administrative position;
 - b. Requests for reclassification or change in salary level for an administrative position;
 - c. The effectiveness of the system of classification and salary placement for administrative positions.
2. The Administrative Classification Committee consists of the following:
- a. The Vice Chancellor of Human Resources and Equal Opportunity or his or her designee, chair;
 - b. One administrator from Central Services appointed by the Chancellor;
 - c. Two administrators from Foothill College appointed by the President;
 - d. Two administrators from De Anza College appointed by the President;
 - e. A representative from the AMA Executive Board appointed by the President of the AMA;
 - f. The Classification Specialist and the Director of Human Resources serve as ex-officio members of the Committee.
3. Members are appointed to the Committee for a two (2) year term. A member may be reappointed for a single consecutive two (2) year term.
4. Members of the Administrative Classification Committee are required to attend training on the job measurement methodology used by the District to review and assign job content points to objectively classify administrative positions.

CHAPTER XV

PRE-RETIREMENT REDUCTION IN CONTRACT

A. Eligibility

1. Each full-time administrator who meets the requirements of this chapter may, with the approval of the Board of Trustees, reduce his or her contract from full-time to part-time under the provisions of Education Code Sections 87483 or 88038 while maintaining his or her retirement benefits under Education Code Section 22713 or Government Code Section 20815 or 20819.
2. To be eligible for a pre-retirement reduction of contract under this chapter, an administrator must:
 - a. Have reached the age of 55 before the reduction in contract;
 - b. Have been employed full-time in a position requiring membership in an appropriate California state retirement system for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment without a break in service. A leave of absence shall not constitute a break in service for the purpose of this chapter but neither shall time spent on any leave of absence count towards the five (5) year, full-time service required by this chapter.

B. Length of Participation

An administrator's contract may be reduced under this chapter for the remainder of his or her contract with the District up to a maximum of five (5) years. At the conclusion of the period during which the administrator's contract is reduced, he or she must retire unless, during the first or second year of the reduction in contract under this article, the administrator submits a written request to the Board itself, to return to full-time employment at the beginning of the next college year. A request to return to full-time status must be received by the administrator's supervisor on or before May 1 of the first college year or January 1 of the second college year, who shall forward the request to the Board itself for action.

C. Provisions

1. An administrator whose contract has been reduced under this chapter retains all paid benefits afforded full-time administrators and receives a pro rata share of the salary he or she would have earned had he or she continued full-time. In addition, the administrator retains, on a pro-

rata basis, all other rights and benefits of administrators except the right to receive an administrative leave.

2. An administrator whose contract has been reduced under this chapter must fulfill the appropriate pro rata share of the administrative duties that would have been required had he or she continued as a full-time administrator.
3. An administrator whose contract has been reduced under this chapter must contribute to the appropriate retirement system by payroll deduction the amount he or she would have contributed had he or she continued full-time in accordance with Education Code Sections 87483 or 88038. The District will contribute to the appropriate retirement system the amount required by law.

D. Process

1. To implement the provisions of this chapter, an administrator must file a written request for a reduced contract specifying:
 - a. The request is being made under the provisions of this chapter;
 - b. The percentage of contract that the administrator desires, provided it is not less than one half of a full contract (measured in full days equivalent of paid service as specified in Chapter VI, Salary Administration); and
 - c. The number of years during which the administrator wishes his or her contract to be reduced, provided the number of years do not exceed five (5) years.
2. The request must be filed no later than May 1 preceding the college year during which the administrator wishes the reduced contract to become effective. If the administrator's request is granted, the reduced contract will take effect at the beginning of the next college year and may be revoked only with the mutual consent of the administrator and the Board itself.
3. Nothing in this chapter prohibits an administrator from requesting, and the Board itself from granting, a reduction in contract outside of the provisions of this chapter.

CHAPTER XVI

EMERITUS PROGRAM

A. Eligibility

1. An administrator who is at least 55 years of age and who has been employed by the District as a full-time employee for at least ten (10) years and has retired from STRS or PERS is eligible to participate in the Emeritus Program for administrators.

B. Provision

1. Based upon the availability of appropriate part-time administrative work, a retired administrator employed under this chapter will, within the limits established by the applicable retirement laws governing post-retirement service, be entitled to part-time employment at the appropriate pro rata share of the salary and load the administrator received during the last academic year prior to retirement. During his or her participation in this program, the retired administrator will receive group term life insurance equivalent to that which is provided a full-time administrator. Health benefits will be provided under the terms of Chapter XVIII, Benefits for Retired Administrators. A retired administrator is not eligible to apply for an administrative leave.

An administrator retiring under this chapter shall be eligible to earn up to the specified limit within the provisions of the laws governing post-retirement. Limitation shall be adjusted for future new entrants by the percentage change applied to Salary Schedule A unless otherwise modified by the Board itself or restricted by STRS or PERS limitations.

Administrators are advised that STRS statutes effective July 1, 2010 prohibit STRS retirees from returning to STRS-covered employment for the first six calendar months after retirement or until their 60th birthday, whichever comes first. Thereafter, the STRS retiree may return to work under the applicable earnings limitations.

2. In return for the compensation specified, the retired administrator must 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 Board. The retired administrator must consult with the Chancellor or the President annually to develop a proposed plan for the services to be performed during each year of participation in the program. Copies of the plan will be provided to the retired administrator's appropriate supervisor and the District Office of Human Resources.

3. A retired administrator who has attained tenure in the District or who taught as part of his/her management assignment may teach as part of the services performed, or as the only assignment with the following provision: that the retired administrator, for the teaching portion of the plan only, be placed on the full-time faculty salary schedule as if he or she were returning to classroom teaching (see Chapter V, D.5, Reassignment to Faculty Position).

C. Process

An eligible administrator may apply to receive an employment or consulting contract under this chapter by submitting a proposed Emeritus Program plan to the President or Chancellor no later than six (6) months before the beginning of the college year following the effective date of his or her retirement. The Board itself may waive all or a portion of this time period when, in the Board of Trustees' opinion, it is appropriate to do so.

D. Term

Provided the services performed as indicated in this chapter are satisfactory, an employment or consulting contract issued under this chapter may continue for any term not exceeding five (5) years. At the conclusion of the term of service indicated in this chapter participation under the Emeritus Program ceases.

CHAPTER XVII

EARLY NOTICE INCENTIVE

A. Eligibility

Within limits set annually as part of the budget process, an Early Notice Incentive will be paid to an eligible administrator who, during the Fall quarter, gives the District a retirement notice as prescribed by this incentive plan and who subsequently complies with all of the other conditions of the plan.

B. Amount of Incentive

1. The Early Notice Incentive will consist of a base amount, as specified below, plus interest. The interest will be that amount earned on the base amount from the time it is invested by the District in an interest bearing account until it is paid to the employee after his or her retirement. The District will invest the base amount in an interest bearing account within five (5) business days after the filing of the employee's retirement notice and it shall remain invested for the period of time indicated below and in accordance with the terms of this Chapter. However, the base amount for employees who file a retirement notice more than eleven (11) complete academic quarters in advance shall be invested forty-two (42) months before the retirement date specified in the notice.
2. The base amount of the Early Notice Incentive will be determined as follows:
 - a. If the retirement notice specifies a retirement date that is at least five (5) complete academic quarters (approximately 18 months) after the end of the Fall quarter in which it is filed, the base amount will be \$1,500.
 - b. If the retirement notice specifies a retirement date that is at least eight (8) complete academic quarters (approximately 30 months) after the end of the Fall quarter in which it is filed, the base amount will be \$2,500.

C. Procedure for Filing

1. The annual notice filing period will open on the first day of the Fall quarter and close on the last day of the Fall quarter. An Early Notice is not filed until it is actually received in the District Office of Human Resources. The administrator is solely responsible for submitting the completed and signed Early Notice to the District Office of Human Resources by the last day of Fall quarter.

2. If the limit set on the maximum number of participants in any given year is lower than the number of Early Notices filed between the first day of the Fall quarter and October 1 of that year, those administrators who have the most years of service in the District will be selected as participants. If years of service is an inadequate criterion by which to distinguish among prospective participants, years of service in California public schools will be used as criterion. If those criteria are still inadequate, selection among the employees with equal years of service in the District and California public schools will be made by lot. If the limit imposed by the amounts allocated for the Early Notice Incentive as a part of the annual budget process has not been reached by October 1, participation will be on a first come, first served basis.
3. Continued eligibility for the Early Notice incentive is conditional upon each participant submitting an irrevocable letter of retirement to the Board of Trustees for formal acceptance. The letter of retirement must be submitted to the Chancellor at least twelve (12) months before the participant's retirement and must specify a retirement date that is the same as the date contained in the participant's notice of retirement. Once the letter of retirement is accepted by the Board itself, the administrator must retire on the date specified in the letter.
4. If, after filing an Early Notice, an administrator changes his or her retirement plans or submits a letter of resignation for the purpose of retirement with an effective date that is different from the date specified in his or her Early Notice, the Early Notice shall be entirely disregarded and all amounts accumulated in the Early Notice Incentive account established for the employee shall remain the property of the District. However, the administrator may submit a new Early Notice, provided that it is filed in accordance with Section 20.4, subject to the conditions of this Article.
5. The Early Notice Incentive will be payable in January following the participant's retirement.

CHAPTER XVIII

BENEFITS FOR RETIRED ADMINISTRATORS

A. Eligibility

1. The District provides each retired administrator including each grant and categorically funded administrator, hired before July 1, 1997 who is eligible under the terms of this chapter, and his or her eligible dependents, including domestic partners, health and hospital benefits, prescription drug benefits, vision care benefits, and dental care benefits as provided in this chapter.
2. An eligible retired administrator is:
 - a. An administrator who is age 55 or older, who has retired under the State Teachers' Retirement System or the Public Employees' Retirement System (or who has applied for, has been determined to be eligible to receive a service retirement, and will be receiving a service retirement allowance from either retirement system) and who has rendered service to the District at least half-time as a contract or regular certificated employee or a probationary or permanent classified employee of ten (10) or more years immediately preceding his or her retirement; or
 - b. An administrator who has retired from the State Teachers Retirement System (STRS) or the Public Employees' Retirement System (PERS) and is receiving a disability allowance (or who has applied, has been determined to be eligible and will be receiving a disability retirement allowance), and who has rendered service to the District at least half-time as a regular or contract faculty member, classified employee or administrator for ten (10) or more years immediately preceding his or her disability.
3. No absence from the service of the District under a leave of absence and no period of reduced service is deemed as a break in the continuity of service required by this section. However, time spent while on leave of absence without pay does not count towards meeting the years of service required by this section. Time spent on an administrative leave, a faculty professional development leave, or a classified staff development leave is deemed to be full-time service for the purpose of this chapter.
4. The benefits provided to eligible dependents under this chapter cease at the end of the calendar month in which the death of the retired administrator occurs or, if death occurs after the twelfth business day of the month, at the end of the following calendar month. However, a surviving spouse or domestic partner may continue to receive benefits by reimbursing the District quarterly, in advance, for the full premium or its equivalent for all of the benefits provided.

B. Benefit Provisions

1. The benefits provided under this chapter remain in accordance with the District Medical Plan or the Kaiser Medical Plan under which the retired administrator was receiving benefits at the time of retirement. He or she may change plans after retirement during the District open enrollment period.
2. Each retired administrator and every eligible dependent including domestic partners, upon obtaining eligibility for Medicare, receives benefits under this chapter only in a manner that augments the benefits that the administrator or dependent could receive from Medicare even though the retired administrator or his or her dependents fail to claim rights to Medicare benefits. It is solely the responsibility of the retired administrator and his or her dependents to apply for and satisfy the requirements of Medicare; however, the District reimburses the retired administrator and his or her eligible dependents for the cost of Medicare Part B if adequate proof of payment is submitted to the District Office of Human Resources once each calendar year and at any time that the amount of the premium is changed by Medicare, in accordance with District procedures.
3. To obtain the benefits provided under this Chapter, an administrator must file an application for benefits with the District Office of Human Resources and complete all necessary enrollment forms before the last date of his or her employment with the District.

C. Bridge Program

1. Qualified administrators employed after July 1, 1997 are eligible for a health benefits bridge program to cover the period of time between retirement and eligibility for Medicare coverage. So long as the eligible Medicare recipient has fulfilled the requirements of this Section, the bridge shall remain in effect during the period of any delay in initial receipt of Medicare benefits which is not the fault of the recipient.
2. A qualified administrator under this program is one:
 - a. Who is age 55 or older, who has retired from the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS) (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District at least half-time as a contract or regular employee for fifteen (15) or more years immediately preceding his or her retirement. No absence from the service of the District under a leave of absence and no period of approved reduced service shall be deemed as a break in the continuity of service required by this program. However, time spent while on leave of absence without pay shall not be counted towards meeting the years of service required by this section. Time spent on any Administrative Leave under Chapter X shall be deemed to be full-time service for the purpose of the

program; and

- b. Who has provided evidence that he or she is Medicare eligible.
3. A qualified spouse or bona fide domestic partner is one:
 - a. Who is at the time the qualified administrator retired under this Program and thereafter the spouse or bona fide domestic partner of the employee; or
 - b. Who was the spouse or bona fide domestic partner of the qualified employee on the date of the employee's retirement and is at the time of death of the retiree and thereafter, the surviving unmarried spouse or bona fide domestic partner of the retiree; or
 - c. Who was the spouse or bona fide domestic partner of an employee who at the time of his or her death was at least 55 years of age and rendered sufficient service as defined in this Chapter to qualify for paid benefits upon retirement and is an un-remarried surviving spouse or qualified domestic partner while receiving benefits.
 4. Each retired administrator who qualifies under the terms of this Chapter and his or her eligible spouse or bona fide domestic partner as defined shall be eligible for District health and hospital benefits, prescription drug benefits, vision care benefits and dental care benefits as provided in this Chapter and described in Chapter XI, Benefits.
 5. After retirement, under this program the District shall contribute monthly towards the payment of the retiree's benefits as defined herein:
 - a. During each month of eligibility under the program the monthly contribution shall be one twelfth of the annual sum of 2.8% of level "M"/step 8 of the Administrator Salary Schedule (www.hr.fhda.edu/personnel/administrators) based on a twelve-month (12) annual contract unless a lower percentage is allowed (see #5.d. below).
 - b. If the administrator has a spouse or qualified domestic partner on the date of retirement, and the spouse or domestic partner has no medical benefits coverage as a primary insured, the District will contribute up to 5.6% of the Administrator Salary Schedule toward the cost of the premiums for the retiree and the spouse/domestic partner.
 - c. The monetary equivalent of the applicable percentage shall be applied towards the month premium payment for these benefits for the covered retiree, retiree and spouse or domestic partner, or surviving spouse or domestic partner.
 - d. Should the actual cost of the benefits selected cost more than the above, the covered individual(s) shall pay the difference to the District each month. Such

payments are due on the first of the month for each month of coverage.

- f. Should the actual cost of the benefits selected by a covered individual amount to less than the allowed percentage then the actual percentage shall be that which reflects the actual cost of the selected benefits.
6. The benefits provided to eligible administrators and spouses and bona fide domestic partners under this program shall cease when the employee, unmarried surviving spouse or bona fide domestic partner as the case may be qualifies for and begins receiving Medicare coverage consistent with C.1. (Bridge Program) above.
7. If administrators are given any options regarding health benefit plans (for example, the choice between Kaiser and the District's self-insured plan) during the bridge period, the covered employee (and/or qualified spouse or domestic partner) shall receive benefits in accordance with the plan or plans under which the retired faculty employee was receiving benefits at the time of retirement and he or she shall not be allowed to change after retirement except during open enrollment periods.
8. If a spouse or bona fide domestic partner of a retired administrator receives benefits under any other health benefits plan as a primary insured, the benefits provided under the other plan shall be primary and those benefits shall not be provided under this program.
9. To obtain the benefits provided under this Chapter, every administrator and eligible surviving un-remarried spouse or domestic partner shall file an application for the benefits with the District Office of Human Resources and shall complete all necessary enrollment forms before the last date of his or her employment with the District. The spouse or domestic partner will sign a statement verifying that he/she does not have medical benefits in his/her own right as a primary insured. The employee is required to provide information to Medicare to verify Medicare eligibility and to update that information as appropriate.
10. The benefits provided under this program are subject to change or termination by mutual agreement between the AMA and the Board itself.

CHAPTER XIX

GRIEVANCE PROCESS

An administrator who believes that he or she has been treated unfairly or adversely affected by a violation, misinterpretation, or misapplication of this Handbook or a specific District policy may file a formal written complaint. This procedure may not be used to change a policy, regulation or established procedure of the District, but to resolve an identified complaint regarding a specific violation. This process does not apply to issues arising under Chapters XX and XXI of this Handbook. A grievance must be filed within thirty (30) business days after the grievant discovered or reasonably could have discovered the circumstances or action giving rise to the grievance.

A. Informal Resolution

1. In every case, before filing a formal, written grievance, the grievant will attempt to resolve the grievance by an informal conference with the person directly involved or occasioning the grievance (respondent).
2. If the grievance is not resolved within ten (10) business days, the grievant will inform the Vice Chancellor of Human Resources and Equal Opportunity who will appoint an Ombudsperson to conduct an informal conciliation. If the grievance is filed against the Vice Chancellor of Human Resources and Equal Opportunity, the president of the Administrative Management Association will appoint an Ombudsperson to conduct an informal conciliation. The Ombudsperson must be acceptable to both the grievant and the respondent. All information and proceedings will remain confidential. If the grievance is unable to be resolved informally or through the efforts of the Ombudsperson, the grievant may proceed in accordance with the following process.

B. Formal Process

1. LEVEL I

If the informal process does not reach an acceptable result, the grievant, within fifteen (15) business days, must present the grievance in writing, using the Administrative Grievance Form (www.hr.fhda.edu/forms), to the immediate supervisor of the person occasioning the grievance. If the president is the person accused of occasioning the grievance, see Level III process. The statement must identify the policy, rule or regulation alleged to have been violated, and include a clear and concise statement of the grievance, the circumstances involved, the decision reached at the informal level, and the specific remedy sought.

The recipient of the grievance will communicate his/her decision in

writing to the employee within ten (10) business days after receiving the grievance. If the recipient of the grievance does not respond within ten (10) business days, or any agreed upon extension thereof, the grievance will be deemed denied, the grievant may proceed with review in accordance with Level II.

2. LEVEL II

If the grievant or respondent is not satisfied with the decision at Level I, he/she may, within five (5) business days, appeal the decision, in writing, to the president of the College or designee. The appeal must include a copy of the original grievance, the decision rendered at Level I, if any, and a clear, concise statement of the reasons for appealing to Level II. The appeal may not include any new alleged violation of a policy or rule. The president or designee will communicate a decision in writing to the grievant within five (5) business days. If the president is the person accused of occasioning the grievance, see Level III process.

- a. The president or designee may request a personal conference with any or all parties involved in the grievance.
- b. The president may extend the time frame not to exceed twenty (20) business days.
- c. The president may convene a five (5) member grievance committee if both parties agree to accept the recommendation of the committee and agree not to pursue the grievance to Level IV. The committee will be selected by random from the membership of the Administrative Management Association. Each party to the grievance will have one challenge for cause and one preemptive challenge to the committee members selected by the president.

3. LEVEL III

If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) business days of receiving written notification of the decision, appeal to the chancellor of the District. The appeal must include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for appealing to Level III. The appeal may not include any new alleged violation of a policy or rule. If the president is the person occasioning the grievance, the grievant is allowed to directly use the appeal method outlined in Level III. The Chancellor, in consultation with the AMA Executive Board, will determine the resolution to be implemented and will forward a decision within ten (10) business days.

4. LEVEL IV

If the grievant or respondent is not satisfied with the decision at Level III, the decision may be appealed to the Board of Trustees within ten (10) business days. The appeal must include a copy of the original grievance, the decision rendered at Level III, and a clear,

concise statement of the reasons for appealing to Level IV. The appeal may not include any new alleged violation of a policy or rule. The Board of Trustees, or designated Reviewing Officer, will review the grievance file and make a final determination in writing within thirty (30) business days of receipt of the appeal.

C. Guidelines

1. All proceedings, hearings, conferences and meetings dealing with the resolution of grievances will be considered confidential and private, to the extent allowed by law. All involved in the grievance process have the right and obligation to maintain confidentiality regarding the grievance and employees involved.
2. Time lines may be altered by mutual agreement.
3. Employees who file grievances in bad faith, frivolously, or as retaliation will be subject to disciplinary action. The burden of proof rests with the employee who files the grievance.
4. The grievant, the respondent, and other employees involved in the grievance process are granted a reasonable amount of release time to participate in the process.
5. The District will protect all employees involved in a grievance process from retaliatory acts by employees, students and agents of the District.
6. Failure to follow the above procedure will result in forfeiting the right to pursue the grievance.

CHAPTER XX

TERMINATION AND DISCIPLINARY ACTION REGARDING PROGRAM ADMINISTRATORS

During the term of a program administrator's contract he/she may be terminated or otherwise disciplined for cause. Discipline is defined as and limited to suspension, disciplinary reassignment to another administrative position during the term of an administrator's contract, and termination from the District.

This Chapter applies only to Program Administrators. See Chapter XXI, Termination and Disciplinary Action for Educational Administrators, for information regarding educational administrators.

A. Cause for Discipline

1. A program administrator or other classified manager working under a probationary contract may be released without cause during the probationary period.
2. A permanent program administrator may be disciplined for the following causes:
 - a. Failure, refusal, or inability to perform the normal and reasonable duties of the position, including violation of policy, rule or regulation, or failure to comply with lawful requests from the District;
 - b. Discourteous treatment of employees, students, or other persons;
 - c. Sexual harassment of an employee, student or other person;
 - d. Making threats against an employee, student, or other person.
 - e. Dishonesty;
 - f. Use of District time, facilities, equipment, or supplies for private gain or advantage;
 - g. Unprofessional conduct;
 - h. Participation in any activity or enterprise or acceptance of any employment that is inconsistent, incompatible, in conflict with or inimical to the duties of the position;
 - i. Conviction of any crime involving moral turpitude or controlled substances or conviction of a felony;
 - j. Evident unfitness for service;
 - k. Possession, use or distribution of any controlled substance on District property or

while on District business unless such possession or use is under a valid written physician's prescription.

3. Unexcused or excessive absenteeism or tardiness.

B. Immediate Suspension

If the chancellor has reasonable cause to believe the employee's continued presence on the job is not in the best interest of the District, the Chancellor may immediately place the administrator on administrative leave with pay until due process has been completed.

C. Due Process for Discipline

1. The administrator will be notified of the reasons for the imposition of discipline and which disciplinary step has been recommended. Such notice shall be hand delivered or sent by certified mail to the administrator. Disciplinary action shall not be initiated for any cause alleged to have arisen more than one year preceding the date that the notice of disciplinary action is filed.
2. Prior to the imposition of discipline, an administrator has the right to have the charges against him or her presented, and to respond to those charges orally or in writing. The District will appoint a Review Officer to present the charges and review the administrator's response. The Review Officer will be someone other than the person recommending discipline. The Review Officer will schedule a meeting to present the charges and provide the administrator an opportunity to respond to the charges orally and/or in writing, and will render a decision after reviewing the charges and the administrator's response, if any.
3. Within ten (10) business days after the officer renders a decision pursuant to the procedure in Section C.2 above, the administrator may appeal the Review Officer's recommendation for discipline by filing a written request for an appeal, including a written response to the recommendation along with supporting evidence and/or documentation, to the Chancellor's Office. If an appeal is requested, it will be heard by a Hearing Officer jointly selected by the chancellor or his/her designee and the president of the Administrative Management Association.
4. The Hearing Officer shall have had professional experience presiding at judicial or quasi-judicial proceedings or been a member of the California Bar for at least five (5) years. The Hearing Officer shall not hold any employment or contract (other than as Hearing Officer) with the Foothill-De Anza Community College District during his or her service as a Hearing Officer.
5. The administrator may retain counsel to represent him/her at the hearing. The District will only use or retain legal counsel in the hearing if the administrator elects to be represented by legal counsel.

6. The Hearing Officer will prepare a written decision to the chancellor on the recommendation for discipline and will give a copy to the administrator and the supervisor. The Hearing Officer will be requested to provide his/her written decision within thirty (30) business days of the conclusion of the Hearing.
7. The decision may be appealed to the Board of Trustees at the request of the administrator or chancellor. The Board itself will review the Hearing Officer's decision and all of the written material presented to the Hearing Officer as part of the Hearing. No new information shall be presented. The Board of Trustees' decision with regard to discipline of the administrator will be final.

CHAPTER XXI

TERMINATION AND DISCIPLINARY ACTION REGARDING EDUCATIONAL ADMINISTRATORS

During the term of an administrator's contract he/she may be terminated or otherwise disciplined for cause. Discipline shall include suspension, disciplinary reassignment to another administrative position during the term of an administrator's contract, and termination from the District.

This Chapter applies only to Educational Administrators. See Chapter XX Termination and Disciplinary Action for Program Administrators, for information regarding classified administrators.

A. Educational Administrators

The terms and conditions of employment and/or termination of employment of an Educational Administrator on a multi-year contract are governed by the written contract of employment.

B. Cause for Discipline

An educational administrator who has tenure in the District as a faculty member may be disciplined for the following causes in accordance with Education Code Section 87732. Educational administrators without tenure may be disciplined for the following causes during the term of his or her contract.

1. Immoral or unprofessional conduct.
2. Dishonesty.
3. Unsatisfactory performance.
4. Evident unfitness for service.
5. Physical or mental condition that makes him or her unfit to instruct or associate with students.
6. Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the Board of Governors or by the Board of Trustees of Foothill-De Anza Community College District employing him or her.
7. Conviction of a felony or any crime involving moral turpitude.

8. Conduct specified in Section 1028 of the Government Code.

C. Immediate Suspension

1. Upon the filing of written charges, duly signed and verified by the person filing them with the Board of Trustees of the Foothill-De Anza Community College District, or upon a written statement of charges formulated by the Board of Trustees, an educational administrator of the District who is alleged to have engaged in dishonesty, immoral conduct, or been convicted of a felony or a crime involving moral turpitude, or who is alleged to be incompetent due to mental disability, or willfully refuses to perform regular assignments without reasonable cause, the Board of Trustees may, if it deems such action necessary, immediately suspend the employee from his or her duties and give notice of that suspension, and that thirty (30) days after service of the notice he or she will be dismissed, unless he or she demands a hearing in accordance with this chapter.
2. If any employee is charged with offenses enumerated in Education Code Section 87736, any suspension or a leave of absence shall be in accordance with that article. Any statement of charges issued for offenses under Section 87736 shall have a copy of that code section attached.

D. Due Process for Discipline

1. The Board of Trustees shall not act upon charges of unprofessional conduct or unsatisfactory performance unless during the preceding term or half college year prior to the date of the filing of the charge, and at least ninety (90) days prior to the date of the filing, the Board of Trustees, or its authorized representative, gives the employee written notice of the unprofessional conduct or unsatisfactory performance.
2. The disciplinary notice, shall be in writing and be served upon the employee personally, or by United States registered mail addressed to the employee at his or her last known address.
3. If the employee objects to the decision of the Board of Trustees or the reasons therefore on any ground, he or she shall notify the Board of Trustees, the Chancellor, and the President of the College with those objections within thirty (30) days of the date of service of the notice. Service is defined as the date upon which he is personally served with the notice or the date that registered service was mailed. If the employee demands a hearing within thirty (30) days, the matter shall proceed to arbitration or hearing in accordance with this chapter.
4. Within thirty (30) days of receipt by the Board of Trustees of the employee's demand for a hearing, the employee and the Board of Trustees shall agree upon an arbitrator to hear the matter. Where there is an agreement as to the arbitrator, the employee and the Board of Trustees shall enter into the records of the Board of Trustees written confirmation of the agreement signed by the employee and an authorized

representative from the Board of Trustees. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter.

5. The arbitrator shall conduct proceedings in accordance with Chapter 5, commencing with Section 11500, Part 1 of Division 3 of the Title II of the Government Code, except for the right of discovery of all parties shall not be limited to those matters set forth in Section 11507.6 of the government code but shall include rights and duties of any party in a civil action brought in Superior Court. In all cases, discovery shall be completed prior to one week before the date set for hearing.
6. The arbitrator shall determine whether there is cause to dismiss or penalize the employee. If the arbitrator finds cause, the arbitrator shall determine whether the employee shall be dismissed, or the precise penalty to be imposed, and whether the decision should be imposed immediately or postponed pursuant to Section 87672 of the Education Code.
7. No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence produced relating to matters that occurred more than four (4) years prior to the date of the filing to the notice. Evidence of records regularly kept by the Board of Trustees concerning the employee may be introduced, but no decision relating to the dismissal or suspension of any employee shall be made on charges of evidence of any nature relating to matters occurring more than four (4) years prior to the date of filing a notice.
8. The district alone shall pay the arbitrator's fees and expenses, and the cost of the proceedings as determined by the arbitrator. The cost of the proceedings does not include any expenses paid by the employee for his or her counsel, witnesses, or preparation of presentation of evidence on his or her behalf.
9. If within thirty (30) days of receipt of the notification by the Board of Trustees, no written confirmation of agreement of the employee and the Board of Trustees as to an arbitrator has been submitted to the Secretary of the Board of Trustees for entry into its records, the Board of Trustees shall certify the matter to the Office of Administrative Hearings and request the appointment of an Administrative Law Judge.
10. The Administrative Law Judge shall conduct proceedings in accordance with the section governing arbitration in this chapter.
11. The Administrative Law Judge shall determine whether there is cause to dismiss or penalize the employee. If the Administrative Law Judge finds

cause, the Administrative Law Judge shall determine whether the employee shall be dismissed, or the precise penalty to be imposed, and whether the decision should be imposed immediately or postponed pursuant of Section 87672 of the Education Code.

12. The decision of the arbitrator or Administrative Law Judge, as the case may be, on petition from either the Board of Trustees or the employee, may be reviewed by a Court of competent jurisdiction under the procedures set forth in Section 87682.
13. Prior to imposing discipline, the conditions which are specified in Education Code Section 87682 shall be satisfied.