



**FOOTHILL-DE ANZA**  
COMMUNITY COLLEGE DISTRICT

# ADMINISTRATORS HANDBOOK

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# ADMINISTRATORS HANDBOOK

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# ACCCA STATEMENT OF ETHICS

## **A Definition of Ethics**

Ethical behavior is characterized by honesty, fairness, and equity in interpersonal, professional, and academic relationships. The ethical person is often described as one who is fair, honest, straightforward, trustworthy, dispassionate, and unprejudiced and respects the dignity, diversity, and rights of individuals and groups of people.

Inconsistency in fairness or honesty undermines credibility and leads to perceptions of unethical behavior. To maintain ethical integrity, individuals must consistently demonstrate honesty and fairness in their actions, thereby upholding the credibility expected of their administrative role.

## **Importance of Ethics**

The credibility of college administrators as a whole, depends upon whether they are perceived as honest. If integrity contributes to credibility, then ethical behavior is a singular prerequisite to being a successful leader.

When public institutions are administered and led by consistently honest individuals, questions of credibility and demands for public accountability are less likely to arise.

Statements of ethical standards do not necessarily ensure ethical behavior. Yet public statements of intent and regular review of established standards set an expectation that public officials will intentionally act with integrity and in the public interest.

## **Expectations for Ethical Behavior**

It is the expectation of ACCCA, as an organization, that all administrators of community colleges must be committed to the principles of honesty, transparency, and equity.

Administrators must refrain from attempting to limit the freedoms of faculty, classified professionals, and students for any reason. Concurrently, they must not willingly permit the rights and privileges of any members of the college community to take precedence over the best interests of the public served by the college.

As stewards of the college community, administrators are entrusted with the responsibility of exercising judgments characterized by virtue, fairness, consistency, and equality. They are expected to uphold transparency and dependability in their words and actions as leaders.

Administrators must address issues and individuals impartially, free from prejudice or implicit bias, while also engaging in self-reflection to recognize and mitigate their own biases.

The values stated by ACCCA require administrators to prioritize excellence in education and unwavering adherence to ethical principles.

To uphold ethical standards, managers and administrators within the college community, including members of our organization, must actively strive to understand, be mindful of, and constantly promote equity while preserving diversity. Please see the ACCCA [Equity Statement](#) for further details

A community college administrator should have the right to:

1. Be considered for employment without regard to race, ethnicity, national origin, and ancestry; color; sex, gender identity, and sexual orientation; physical and mental ability; medical condition; marital status; age; religious creed; military and veteran's status; or any other legally protected status.
2. A clear written statement of the philosophy, goals, and objectives of the district.
3. A written contract identifying terms and conditions of employment.
4. Work in a setting of institutional support and a climate of professional respect.
5. Be assigned authority commensurate with responsibilities and resources adequate to carry out assigned functions.
6. Act independently within the scope of authority to carry out responsibilities assigned.
7. Perform duties and carry out responsibilities without disruption or harassment.
8. Be provided with legal and financial protection from liability in carrying out duties of the position.
9. Participate in formulating and implementing institutional policy at a level appropriate for the position held.
10. Speak for the institution at the level of assigned authority.
11. Participate in professional associations.
12. Confidentiality regarding personal matters.
13. Participate in and to be supported at an appropriate level in activities provided for professional growth such as career advancement and promotion, professional development leaves, and conference attendance.
14. Loyal support from supervisors for the proper performance of work assigned.
15. 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. Due process in accordance with written procedures which are communicated to the administrator prior to appointment.

## CHAPTER 1 DEFINITIONS

Unless expressly provided otherwise, the following definitions shall govern the interpretation and construction of this *Handbook*:

- 1.1 “*Academic Administrator*” means Educational Administrator. (see “Educational Administrator”).
- 1.2 “*Academic Quarter*” means Fall, Winter or Spring quarter of the Academic Year.
- 1.3 “*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.
- 1.4 “*Acting*” means an assignment to a position that is vacant due to the absence of the regularly assigned employee.
- 1.5 “*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.
- 1.6 “*AMA*” means the Foothill-De Anza Administrative Management Association.
- 1.7 “*Board of Trustees*” means the Board of Trustees of the Foothill-De Anza Community College District, or its duly authorized representative. The “Board of Trustees” and the “Board itself” and “the Board” may be used interchangeably.
- 1.8 “*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.
- 1.9 “*Chancellor*” means the chancellor of the Foothill-De Anza Community College District.
- 1.10 “*Classification*” means a process by which positions are evaluated to establish the type of position and title, and through which an appropriate salary level is determined using criteria such as required know-how, problem solving and accountability.
- 1.11 “*Classified Administrator*” means an administrator who is not employed as an educational administrator.
- 1.12 “*Classified Employee*” means an employee employed in a classified (non-faculty, non-administrator) position with the district. For example,

members of the ACE, CSEA, Teamsters, and POA bargaining units, as well as the Confidential Employees association.

- 1.13 “*College Year*” means July 1 through June 30.
- 1.14 “*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.
- 1.15 “*Days*” means calendar days, unless specified differently.
- 1.16 “*District*” means the Foothill-De Anza Community College District, its Board of Trustees, or any management, i.e., administrator, employee who has authority to act on behalf of the district.
- 1.17 “*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 of Trustees 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.
- 1.18 “*Grant or Categorically 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*.
- 1.19 “*Immediate Family Member*” means the spouse, qualified 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.
- 1.20 “*Interim*” means an assignment to another administrator position that is vacant due to separation of the prior incumbent or new position awaiting recruitment.
- 1.21 “*Non-renewal of Contract*” means that the term of contract is allowed to expire without extension.
- 1.22 “*President*” means the president of a college or the president’s designee.
- 1.23 “*New Hire Administrator*” means an administrator who is in the first year contract of their appointment as an administrator with the district. This includes current classified or faculty employees who have accepted assignment as an administrator and does not include temporary administrators who may be hired on a temporary basis or who are on a temporary contract under the terms of a grant or categorically funded contract assignment.

- 1.24     “*Regular Administrator*” means a non-new hire, non-temporary administrator.
- 1.25     “*Renewal of Contract*” means the extension of the term of the contract beyond the current contract end date.
- 1.26     “*Temporary Administrator*” means a non-new hire, non-regular administrator hired for short-term assignment, or for grant or categorically funded contract assignment.
- 1.27     “*Termination for Cause*” means official action taken by the district to institute the severance of the contractual relationship during the term of the contract.
- 1.28     “*Termination of Contract*” means the ending of the contractual relationship during the term of the contract; however, at the Board of Trustees discretion, the terms regarding compensation and benefits shall be paid out or may continue through the effective dates of the contract.

## CHAPTER 2 GENERAL PROVISIONS

- 2.1 This *Handbook* contains the policies and procedures mutually agreed to by the Board of Trustees, 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 of Trustees, chancellor, presidents, and all administrators to implement and comply with the policies and procedures contained in the *Handbook* with mutual respect and fairness.
- 2.2 The Consultation Process for administrators is carried out through the chancellor or the chancellor's designee. The Executive Board of the AMA will meet with the chancellor or designee to discuss all proposed changes in the terms and conditions of employment for administrators.
- 2.3 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 of Trustees.
- 2.4 Grant or categorically funded administrators are covered by the provisions in the *Handbook* only where explicitly stated in the *Handbook*.
- 2.5 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 or as otherwise reasonably assigned, to work in support of the goals and objectives of the district, and to administer and follow the policies, procedures, and regulations adopted by the District's administration and the Board of Trustees, or as defined in the Education Code.
- 2.6 An administrator, as any other district employee, has the same rights to academic freedom.

## CHAPTER 3 ASSIGNMENT AND REASSIGNMENT

### **EMPLOYMENT STATUS**

- 3.1 The employment status of a new hire or regular administrator is governed by the provisions of this *Handbook* and the employment contract issued by the Board, as approved or ratified by the Board of Trustees and accepted by the administrator, unless otherwise specified in a written agreement between the Board of Trustees and the administrator.
- 3.2 An administrator who has attained tenure as a faculty member in the district shall retain their status as a tenured faculty member (Education Code 87454). Tenured faculty status, however, shall not apply during the term of administrative assignment, except as may be provided by the faculty *Agreement* between the Foothill-De Anza Faculty Association and the district.
- 3.3 Classified employee status, however, shall not apply during the term of administrative assignment; that is, the employee shall be on leave from classified employee status and shall not be considered a classified employee during the period of administrative assignment.
- 3.4 The employment status of a temporary administrator or temporary grant- or categorically-funded administrator is covered by the terms of an annual contract between the administrator and the district and, as such, is not covered by the terms of this *Handbook* except as specifically provided herein.

### **ASSIGNMENT**

- 3.5 An assignment is defined as employment in a position consistent with the duties and responsibilities outlined in the position description or as otherwise reasonably assigned.
- 3.6 The chancellor and the president of each college may assign duties and responsibilities consistent with the duties of the classification, as described in the job description, the job announcement under which the administrator is serving, or as shall be assigned or required by the chancellor or designee provided that such additional duties shall be reasonably consistent with or related to the assigned classification.

### **ACTING AND INTERIM ASSIGNMENT/REASSIGNMENT, AND ADDITIONAL DUTIES**

- 3.7 An administrator may be assigned to a position on an interim or acting basis or have additional duties and responsibilities added to the administrator's assignment on a temporary basis.

- 3.8 Acting or interim assignment, and assignment of additional duties shall be paid in accordance with Chapter 8, Acting and Interim Assignments and Temporary Assignment of Additional Duties.

### **CHANGES TO REGULAR ASSIGNMENT**

- 3.9 *Reassignment:* A reassignment is the assignment of an administrator to a different administrative position in the same or different classification and/or salary range.
- 3.9.1 Administrators may be reassigned by mutual agreement or by unilateral decision of the president/vice chancellor and the chancellor, as approved or ratified by the Board of Trustees.
- 3.9.2 When a reassignment occurs, the Board of Trustees 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.
- 3.9.3 An administrator who is reassigned to another administrative position is subject to the extension and renewal notifications of Chapter 4 New Hire Review Period, Contracts, Work Year, and Work Week.
- 3.10 *Reclassification:* A reclassification is a change in the assigned duties and responsibilities of a position sufficient to warrant a change in the classification and/or salary range assignment of the position. (See Chapter 13 for Classification and Reclassification process and procedures.)
- 3.11 A change in work location or change in supervisory reporting relationship(s) does not constitute a change in assignment.
- 3.12 An administrator will be notified in accordance with Chapter 5 if unilaterally released from the administrator's regular assignment and reassigned.

## CHAPTER 4 CONTRACTS, REVIEW PERIOD, WORK WEEK, AND WORK YEAR

### **NEW HIRE CONTRACTS & REVIEW PERIODS**

- 4.1 An administrator who is employed for the first time as an administrator with the district or who is reemployed following a separation from employment with the district is considered a “new hire administrator” and shall serve a new hire review period for the first full year contract periods. A contract shall be considered to fulfill a full year if it is not less than ten months in duration.

The initial contract for a new hire administrator shall be for one year. Administrators hired during the academic year shall be issued a contract with an end date of June 30 the following year.

- 4.2 If, during the new hire review period, the Board of Trustees chooses to terminate the contract of a New Hire administrator, the Board of Trustees may do so in accordance with Chapter 5 New Hire Dismissal, Non-Renewal of Contract, Termination of Contract, Layoff, and Reassignment.
- 4.3 An administrator may have their contract terminated at any time, in accordance with Chapter 5.4 Termination of Contract.

### **REGULAR CONTRACTS & REVIEW PERIODS**

- 4.4 Administrators who have successfully completed their new hire review period may be employed as a “regular administrator” under the terms of a two-year contract.
- 4.5 Administrators employed under a two-year contract, unless notified by the Board of Trustees or its authorized representative during the first year of the two-year contract, shall have their contract extended by one year under the terms and conditions listed herein. If the contract is extended by one year, the administrator will be issued a new contract effective July 1 following the March 15 notice period to include the additional year, thereby being issued a new two-year contract.
- 4.6 If during the first 12 months of a 24-month contract the Board of Trustees elects to issue a Notice of Non-Renewal, it shall do so in accordance with Chapter 5 New Hire Dismissal, Non-Renewal of Contract, Termination of Contract, Layoff, and Reassignment. The existing contract shall remain in effect through the remainder of its term unless mutually agreed upon by the administrator and the Board, and as approved or ratified by the Board of Trustees.

An administrator may have their contract terminated at any time, in accordance with Chapter 5.4 Termination of Contract.

### **WORK WEEK**

- 4.7 The minimum number of hours in a work week for a full-time administrator is forty (40)

hours, but the number of hours in any individual work week may vary according to the requirements of the position. The administrator is expected to work the number of hours sufficient to successfully accomplish the work assigned. Administrators are expected to adhere to a schedule that successfully meets obligations regarding program management and administration, supervision, and customer service and support obligations to students, coworkers, subordinates, supervisors, constituents, and members of the public, normally expressed as a minimum of forty (40) hours per week of full-time employment.

## **WORK YEAR**

- 4.8 The work year for administrators on a twelve (12) month contract is July 1 through June 30, inclusive of academic break periods.
- 4.9 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.
- 4.10 The typical work year for administrators on a ten (10) month contract is September 1 through June 30, inclusive of academic break periods or for any period between July 1 through June 30, inclusive of academic break periods, with the non-work period(s) scheduled throughout the year. The schedule may vary based on the needs of the specific administrative position, as long as the schedule does not increase the total number of duty days beyond ten (10) months.
- 4.11 All vacation days, holidays, and leaves, not including days on unpaid leave of absence, occurring during the contract period are considered days of paid service.
- 4.12 For purposes of STRS retirement reporting, a full-time 12-month contract reflects 260 (or 261 during a leap year) paid status days. STRS requires that paid holidays be deducted from that number and the resulting figure is the number of “contract base service days” reported for STRS. For an 11- or 10-month contract the reported number is reduced on a pro rata basis. Reporting of contract base service days shall not serve as a basis for grievance or appeal of any aspect of employment.

**CHAPTER 5**  
**NEW HIRE DISMISSAL, NON-RENEWAL OF CONTRACT, TERMINATION OF CONTRACT, LAYOFF, AND REASSIGNMENT**

- 5.1 New hire dismissal, non-renewal of a regular administrator contract, termination of contract, layoff, and reassignment are distinct actions differing from discipline of a regular employee as provided by Chapter 19 or Chapter 21.

**NEW HIRE DISMISSAL**

- 5.2 “New hire dismissal” is the separation of a new hire administrator during the new hire review period. New hire dismissal may be made at any time during the new hire review period, is not required to be for cause, and is not subject to the procedures specified by Chapter 19 or Chapter 21. A new hire administrator may be released (i.e., dismissed) at any time the executive administrator (i.e., president or vice chancellor) and the vice chancellor of human resources determine, and the Chancellor and Board of Trustees approve, that:
- 5.2.1 The new hire administrator’s performance is not meeting the standards required for the position as described in a performance evaluation or notice of new hire dismissal; or
  - 5.2.2 The new hire administrator’s services are no longer needed, as described in a notice of new hire dismissal; for example, including, but not limited to, reorganization of the department or program.
- 5.3 If the Board of Trustees determines that a new hire administrator should be separated during the new hire review period, it may terminate the contract of the administrator by issuing a new hire dismissal.
- 5.3.1 Termination of the new hire contract shall be effective upon the end date as determined by the Board, but not less than 60 days subsequent to the date of Notice. The Board shall issue an administrator who is subject to new hire dismissal a written Notice of New Hire Dismissal; such Notice shall be issued at least 60 days prior to the effective date of dismissal. New hire dismissal shall not be effective prior to approval by the Board of Trustees. The Chancellor or designee may, at its discretion and with approval of the Board, extend the notice period up to and including the full remaining period of the new hire contract, not to exceed 18 months. In the event the 60-day notice exceeds the term of the existing contract, the new hire administrator shall be provided compensation equivalent to cover the 60-day period.
  - 5.3.2 During the remainder of the Notice period, the district, at its discretion, may allow the administrator to continue performing service to the district in some capacity or place the administrator on leave with pay.

- 5.3.3 A decision to dismiss a new hire administrator shall not be arbitrary or capricious.
- 5.3.4 A new hire administrator who is dismissed during the new hire review period and who holds permanency in a prior classified or faculty position may have rights to return to classified or faculty status. Rights may apply, except where such action is taken on the basis of performance or conduct that would also result in dismissal from employment in that classified or faculty status and such action is taken in accordance with and meets the standards of the applicable Education Code, rule, or regulation.

**NON-RENEWAL OF A REGULAR CONTRACT**

- 5.4 Notice of non-renewal is the decision of the Board of Trustees to allow the term of a regular contract to expire without extension. Notices of non-renewal shall be issued in accordance with Education Code 72411,
- 5.5 Before issuing notice of non-renewal of a regular administrator’s contract, the Board of Trustees’ decision shall be based on a determination that:
  - 5.5.1 The non-renewal of contract contributes to meeting the program or staffing needs of the district; or
  - 5.5.2 The decision for non-renewal is made in good faith and for reasons that are not arbitrary, capricious, or discriminatory.
- 5.6 Prior to the Board of Trustee’s decision to issue a notice of non-renewal the supervisor or other appropriate representative of the college/district shall provide the administrator an informal notification that notice of non-renewal will be recommended to the Board of Trustees.

**TERMINATION OF A REGULAR CONTRACT**

- 5.7 The termination of a regular contract is the decision of the Board of Trustees to end the employment relationship with an administrator as follows:
  - 5.7.1 The contract of a regular administrator may be terminated at any time by mutual agreement of the parties; or
  - 5.7.2 The Board of Trustees may terminate the contract of a regular administrator during the term of the contract by providing sixty (60) calendar days written notice and meeting all the salary and benefits provided by the terms and conditions of the contract; or
  - 5.7.3 The Board of Trustees may, under conditions of actual or anticipated financial exigency, terminate the contract of a regular administrator as provided in Section 5.9 of this Chapter; or

- 5.7.4 The Board of Trustees may terminate the contract of a regular administrator for cause during the term of the contract by instituting the applicable procedure outlined in Chapter 19 or Chapter 21.
- 5.8 Except for termination for cause, in the event the administrator's contract is terminated, payment of the remainder of the contract is due. Payment of salary and benefit equivalent to the number of months left on the unexpired term of the contract shall not exceed 18 months (Government Code 53260).

## **LAY OFF**

- 5.9 If the Board of Trustees determines that financial conditions require the elimination of an administrative position, it may terminate the contract of a regular administrator employed in the position during the term of the contract by layoff.
- 5.10 The Board of Trustees shall give every administrator who is subject to lay off a written notice at least 105 days before termination.
- 5.10.1 Such a notice shall outline the reasons for elimination of the administrator's position.
- 5.11 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.
- 5.12 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.
- 5.13 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 this Section has been violated, misapplied, or misinterpreted.
- 5.13.1 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. For purposes of this Chapter, receipt is defined as the date upon which the notice was postmarked by U.S. Mail or delivered by district email, whichever is earlier.
- 5.13.2 If a hearing is requested, it will be heard by a hearing officer jointly selected by the chancellor or the chancellor's designee and the president of the Administrative Management Association.
- 5.13.3 Within thirty (30) days of the close of the hearing, the hearing officer will prepare a written recommendation to the chancellor regarding the layoff decision and will give a copy to the administrator and the administrator's supervisor.
- 5.13.4 Within 30 days following receipt of the Hearing Officer decision, either the

administrator or the chancellor may submit a written appeal of the recommendation to the Board of Trustees. The Board of Trustees 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.

- 5.14 The request for hearing and subsequent review(s) process shall not prohibit the Board of Trustees from implementing its layoff decision.
- 5.15 The Board shall make reasonable effort to assist the administrator whose position has been eliminated in obtaining a new position within the district under provisions available within this *Handbook* and district procedures for filling vacant administrative positions.

### **REASSIGNMENT TO A CLASSIFIED POSITION FOLLOWING LAYOFF**

- 5.16 If the position of an 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, be reassigned to a classified position in which the administrator 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 classified administrator may institute bumping rights in accordance with Education Code and the applicable collective bargaining agreement.

### **REASSIGNMENT TO FACULTY POSITION FOLLOWING LAYOFF**

- 5.17 An administrator who has gained tenure in the district by virtue of attaining tenure as a faculty employee prior to being assigned as an educational or classified administrator position in accordance with Education Code 87454, or by virtue of being hired as an educational administrator prior to July 1, 1990 in accordance with Education Code 87458.1, shall retain status as a tenured faculty member. An educational or classified administrator who has status as a tenured faculty member shall be reassigned to a faculty position as a tenured faculty member provided:

- 5.17.1 The administrator has not been "terminated for cause" (see Chapter 19 and 21) for which termination from employment under Education Code 87732 would also apply; and

The administrator has requested reassignment to a faculty position; or

- 5.17.2 The administrator's position is being eliminated due to administrative reorganization or reduction in force, and another suitable administrative position is not available.

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.

- 5.18 An educational administrator who was hired on or after July 1, 1990 and who does not have tenure in this district shall be reassigned to a vacant faculty position as a first-year probationary faculty member, in accordance with Education Code 87458, provided:
- 5.18.1 The administrator has completed at least two years of satisfactory service as an educational administrator, including any time served as a faculty member, in the district; and:
  - 5.18.2 The administrator has not been “terminated for cause” (see Chapter 19 and 21) for which termination from employment under Education Code 87732 would also apply; and  
  
The administrator has requested reassignment to a faculty position; or
  - 5.18.3 The administrator’s position is being eliminated due to administrative reorganization or reduction in force, and another suitable administrative position is not available; and
  - 5.18.4 A vacancy for which the administrator qualifies is available.
- 5.19 An administrator reassigned to first-year probationary faculty status will be eligible to gain tenure through the Tenure Review Process in place for probationary faculty in accordance with Education Code 87458 et seq. and the faculty collective bargaining agreement.
- 5.20 An administrator reassigned to a faculty position shall be placed on the faculty salary schedule in accordance with the faculty collective bargaining agreement regarding faculty salary placement. All years of administrative and faculty service in the district may be counted and applied toward placement as provided by the faculty collective bargaining agreement.

**DETERMINATION OF ELIGIBILITY FOR REASSIGNMENT TO FACULTY POSITION**

- 5.21 To determine the discipline to which an educational administrator shall be reassigned, the following shall apply:
- 5.21.1 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. If the administrator does not meet minimum qualifications as specified by the Education Code, Board of Governors regulations, and the Board of Trustees, the administrator may apply for training/retraining assistance in order to develop necessary and appropriate minimum qualifications provided that the minimum qualifications can be attained in a reasonable period of time. The district may consider budget constraints, the needs of the program, college, or district, and related factors in making its determination.
  - 5.21.2 The administrator will be assigned to a discipline in which:

- 5.21.2.1 The administrator has appropriate academic preparation and experience to meet the minimum qualifications; and
- 5.21.2.2 There is sufficient load to warrant the assignment; and
- 5.21.2.3 The administrator has expressed an interest as indicated by a statement of the administrator's own preference for assignment.

### **REASSIGNMENT TO ANOTHER ADMINISTRATIVE POSITION**

- 5.22 An administrator whose position is being eliminated due to administrative reorganization or reduction in force, i.e., layoff, may be reassigned other administrative duties or to a vacant administrative position in accordance with Section 5.5 of this Chapter.
- 5.23 In all such cases, the reassignment will be based on the needs of the district and qualifications of the employee, and filled in accordance with the provisions of this *Handbook* and district procedures to fill vacant administrative positions.

## CHAPTER 6 EVALUATION

### **PURPOSE**

- 6.1 The performance evaluation process is designed to improve the overall operation of the organization, to improve district/college service and student experience, and to assist the administrator in the growth and development of professional abilities, as well as to identify strengths and challenges. 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.

### **CYCLE OF EVALUATION**

- 6.2 The performance of all new hire administrators, and administrators on a one-year contract, shall be evaluated annually. Evaluations shall be conducted using the e evaluation form and process described herein.

Regular administrators with a contract of more than one year shall be evaluated at least once every 24 months. Evaluations shall be conducted using the evaluation form and process described herein.

- 6.3 Temporary administrators shall be evaluated annually using the evaluation and process described herein. . Subsequent evaluations may be conducted using the 24- month cycle.
- 6.4 Off cycle evaluations may be conducted more frequently to provide interim feedback on performance.

### **PROCESS FOR ONE-YEAR CONTRACTS:**

- 6.4.1 New Hires. At the beginning of employment or prior to the end of the academic year, the administrator will meet with his/her supervisor to establish goals and objectives, agree upon major job functions and responsibilities, and if appropriate a professional development plan for the next academic year. Goals and objectives will be established in June every year. In November, the administrator shall meet with their supervisor to review progress towards their goals and for supervisors to provide feedback.
- 6.4.2 Temporary Administrators. Prior to the start of each academic year, the administrator will meet with his/her supervisor to establish goals and objectives, agree upon major job functions and responsibilities, and if appropriate a professional development plan for the next academic year. Goals and objectives will be established in June.
- 6.4.3 Mid-cycle, in January, the administrator and supervisor will meet to review

performance, progress toward goals, and progress on the administrator's professional development plan. Adjustments to job expectations and performance standards may be made, as needed.

- 6.4.3.1 The supervisor shall discuss the evaluation with the administrator and provide the administrator an opportunity to review the evaluation content before finalizing the evaluation.
- 6.4.3.2 Following discussion and the administrator's signature and comment, the evaluation shall be forwarded to the District Office of Human Resources for recordkeeping.
- 6.4.3.3 For purposes of this chapter, the "second-level reviewer" is the supervisor's supervisor, as designated by the District (e.g., President, Vice Chancellor, or Chancellor/designee).

#### **PROCESS FOR TWO YEAR CONTRACTS:**

- 6.5 Nothing in these procedures prevents a supervisor from conducting, or an administrator from requesting, an additional evaluation, at any time or outside this cycle of evaluation. Conducting an optional evaluation shall be at the discretion of the supervisor.
- 6.6 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.
- 6.7 The employee shall have ten (10) business days for the opportunity to review, respond, and sign the evaluation following receipt of the final evaluation from the first and second level reviewer. 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.
- 6.8 All completed evaluations shall be submitted to the District Office of Human Resources and retained in the administrator's official personnel file.

#### **OPTIONAL PROCESS FOR ONE AND TWO-YEAR CONTRACTS**

- 6.9 In addition to the process described above, and using the evaluation tool (Appendix.C.2) the supervisor or administrator may include feedback from peers and direct reports. The administrator may suggest which peer or peer group to include. Responses should be solicited from direct reports, peer administrators and other colleagues. The Vice Chancellor of Human Resources office shall administer the surveys and oversee the process. Once the supervisor or administrator is informed that the evaluation shall include the Optional Process, the supervisor shall

advise Human Resources to initiate the process. For one-year contracts, requests for the Optional Process must be submitted to Human Resources by November 1. For two-year contracts, requests for the Optional Process must be submitted to Human Resources by June 1. Requests for the Optional Process shall be completed on the Optional Process Form (Appendix B.3)

## **ADMINISTRATOR EVALUATION PROCESS OVERVIEW**

- 6.10 Administrator evaluations follow the process outlined in Appendix B, ensuring all evaluations are thorough, fair, and aligned with District goals.

The process begins with a focus on leadership expectations and professional development opportunities (See Appendix B.1), which provide the foundation for leadership growth in areas such as strategic planning, operational effectiveness, student success, equity, collaboration, and communication.

Evaluations then assess position responsibilities and unit-specific goals, documenting accomplishments, reflections, and supervisor comments (See Appendix B.2). This includes reviewing goals from the prior evaluation period and establishing goals for the upcoming cycle.

- 6.11 Optional feedback may also be gathered from colleagues and direct reports to provide additional perspectives (See Appendix B.3).

## **CHAPTER 7 PERSONNEL FILES**

### **EMPLOYMENT RECORDS**

- 7.1 Each administrator has the right, at reasonable times, to inspect their official personnel file retained in the District Office of Human Resources. For the purposes of this Chapter, the personnel file contains the official records pertaining to the employment relationship between the administrator and the district.

### **CONFIDENTIALITY**

- 7.2 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 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.

### **PRE-EMPLOYMENT MATERIALS**

- 7.3 Notwithstanding Section 7.1, 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.

### **ANONYMOUS MATERIAL**

- 7.4 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. In rare situations, an exception to this section may be made in the case of materials regarding a minor child or others where the protection of privacy and/or confidentiality of the party override the administrator's right to know.

### **MATERIAL ADDED TO THE FILE**

- 7.5 Whenever new evaluative material is added to an administrator's personnel file the administrator must be notified 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.
- 7.6 In addition to the right to request correction or deletion of a record, in accordance with Section 7.10, each administrator has the right to include a relevant response to any negative material in their personnel file.

- 7.7 Information that may be construed as derogatory shall not be entered into the personnel file until the administrator is given notice in writing and an opportunity to review and comment thereon (Education Code 87031). Furthermore, for any document initiated by the supervisor, the document must be signed by the supervisor approving the addition of the document to the file. The administrator shall have ten (10) business days from receipt of the notification to respond and an additional ten (10) business days upon written request to the District Office of Human Resources for an extension of time to respond. An administrator response provided within these timelines shall be attached to the negative material before it is entered into the file. The material shall be entered into the file when the response is received or at the end of the timeline established above, whichever is earlier.
- 7.8 A response may be entered at any time after the 10-day period and attached to the material in question, but shall not delay submission of the material to the file or any action which may rely upon the material.
- 7.9 In cases where the material entered into the personnel file is contested, the material shall remain in the file unless otherwise resolved.

### **CHANGES IN A RECORD**

- 7.10 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.
- 7.10.1 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 appropriate president, vice chancellor, or chancellor.
- 7.10.2 The request for change will become part of the administrator's personnel file unless the request is granted, in which case it may become a part of the file at the employee's option.
- 7.10.3 Within ten (10) business days of the receipt of a request, unless mutually agreed otherwise, the president, vice chancellor, 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 and such denial shall be included in 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 period, including any extensions.

## CHAPTER 8 SALARY ADMINISTRATION

### **SALARY SCHEDULE**

Each administrative position shall be assigned a classification title and salary range through the District classification process, in consultation with the AMA Classification Committee.

- 8.1 The Board of Trustees reserves the right at any time during the term of an administrator's contract to increase the annual salary rate and/or benefits.
- 8.2 Representatives of the District and the Executive Board of the Administrative Management Association will meet and confer on salary and benefits for administrators. Either party may initiate discussions regarding salaries by providing written notice via hard copy or electronic email for such purposes. District-sponsored health insurance benefits are addressed jointly with AMA and other employee constituency groups via the Joint Labor Management Benefits Council; the AMA Executive Board will provide ongoing representation to the JLMBC for this purpose.
- 8.3 The District shall conduct periodic salary studies to support competitive and equitable compensation. These studies may include data from a variety of relevant sources and comparable institutions. While the timing and scope may vary, it is recommended that such studies be conducted every three to five years to ensure ongoing market alignment.

### **SALARY PLACEMENT**

- 8.4 Initial Placement  
New administrators will be placed at Step 1 of the salary range and may be placed up to Step 6 of the salary range when accompanied by documentation of additional experience in accordance with Appendix A Salary Placement Guide and the following criteria:
  - 8.4.1 Experience beyond the minimum qualifications as expressed by the job description. Experience may be required to be verified by documentation or verification from the prior employer or other entity receiving the service;
  - 8.4.2 Internal equity considerations that include a review of salary placements of similar administrators and the impact of a higher initial salary placement on internal equity;
  - 8.4.3 The competitiveness of the external market.
  - 8.4.4 A review of efforts to recruit a candidate that meets the standards for selection and expectations for performance within the normal initial salary placement guidelines.
  - 8.4.5 Placement on the salary schedule shall be evaluated and recommended by the

District Office of Human Resources. Evaluation shall be based on the application materials of the employee; however, the vice chancellor of human resources' recommendation may at any time include consultation with the chancellor's executive leadership team and/or the AMA prior to making a recommendation to the chancellor.

## 8.5 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 ten percent (10%) 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 administrative awards will be retained). In the event the administrator was receiving a stipend for temporary assignment of the additional higher-level duties of the promotional position, the salary step placement shall be not less than the combined total of the administrator's prior base pay and additional duty pay, for the higher-level position, not to exceed the maximum step of the assigned salary range.

## 8.6 Reclassification and Reassignment

### 8.6.1 *Higher Salary Range:*

If an administrator is reclassified to a classification assigned a higher salary range, the administrator will be placed on a step in the new level that pays the equivalent of at least ten percent (10%) 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.

### 8.6.2 *Same Salary Range:*

If an administrator's position is reclassified or reassigned to a classification assigned to the same salary range, the administrator will retain their current salary and the right to future step and salary structure increases in accordance with this Chapter.

### 8.6.3 *Lower Salary Range:*

If an administrator is reclassified or reassigned to a classification assigned a lower salary range, the administrator shall retain their current salary. If the administrator's current salary exceeds the maximum of the lower salary range, the administrator shall be eligible to receive off-schedule salary increases but shall not be eligible for further salary range adjustments 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*.

8.7 Voluntary Assignment to a Lower-Level Position

If an administrator is offered and accepts, or voluntarily requests and is approved, assignment to a position that is assigned a lower salary range, the administrator shall accept the salary of the lower-level position and shall be placed at a step closest to the administrator's salary. The administrator shall be eligible to receive salary increases in accordance with changes affecting the salary schedule generally. 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*.

8.8 Demotion

If an administrator is involuntarily demoted to an administrative position that is assigned a lower salary range, the administrator shall retain their salary up to the maximum of the lower salary range. The administrator shall be eligible to receive salary increases in accordance with changes affecting the salary schedule generally. 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*.

8.9 Permanent Assignment of Additional Duties

In the event an administrator is permanently assigned additional duties for which the administrator received an additional duties stipend, if the additional duties did not result in a higher salary range placement, the administrator will be eligible to receive a step increase in recognition of the additional duties.

8.10 Faculty and Classified Staff

Faculty members and classified staff who are hired for administrative positions shall be placed on the schedule in accordance with Appendix A Salary Placement Guide.

**ADVANCEMENT ON SALARY SCHEDULE**

8.11 Administrators hired between July 1 and February 29 of the fiscal year will advance to the next step on the salary schedule on July 1 following their employment. Administrators hired between March 1 and June 30 will advance to the next step on the salary schedule on July 1 following the first full year of employment. Advancement to the next step on the salary schedule will continue effective July 1 of each subsequent year, up to the maximum step on the salary schedule.

**ACTING OR INTERIM ASSIGNMENTS**

8.12 In the case of an acting or interim assignment, the administrator shall be paid at the salary level appropriate to the temporary position not to exceed the maximum step of the range of the interim or acting position. In the event the administrator's salary is higher than the maximum of the interim or acting assignment, the administrator shall retain their salary but shall not be eligible for salary range increases or step increases until such time as the interim or acting assignment salary range exceeds the administrator's salary.

8.13 Acting or interim assignments, including any adjustments in salary, require approval by the Board of Trustees. The Board of Trustees' decision regarding salary adjustments shall be final. The regular employment contract begin and end dates for an administrator on an interim or acting assignment shall remain unchanged.

**TEMPORARY ASSIGNMENT OF ADDITIONAL DUTIES**

8.14 Effective July 1, 2018, administrators who assume additional temporary duties and responsibilities that are not reasonably within the administrator's current salary range and/or scope of responsibility may be eligible for additional duties stipend as follows:

Salary Range Level of Added Duties	If, When Combined with Regularly Assigned Duties, Would Result In:	Partial Duties Add'l Compensation	Full Duties Add'l Compensation	Special Projects Not Assigned to a Position
<b>Same</b>	Same Range, no significant change in scope	0%	0%	
	Same Range, with significantly larger scope	8%	12%	
	Higher Range	12% or Step 1	12% or Step 1	
<b>Higher</b>	Same Range, no significant change in scope	0%	0%	
	Same Range, with significantly larger scope	8%	12%	
	Higher Range	12% or Step 1	12% or Step 1	
<b>Special Project</b>	Same Range, no significant change in scope			0%
	Same Range, with significantly larger scope			8%
	Higher Range			12% or Step 1
	Coverage of paid faculty role as required by a grant.			Pay consistent with grant award.

8.14.1 Additional duties are those duties added to the existing responsibilities of an administrator's assignment on a temporary basis; additional duties are not Interim or Acting assignments.

8.14.2 Additional duties that are reasonably assigned within the administrator's current classification and/or salary range shall not be eligible for a stipend for additional duties. This includes full or partial assignment of duties that results in recommendation of no change to salary range or scope of responsibility.

8.14.3 The administrator shall be paid a stipend at a rate that reflects the additional responsibility. Additional duties stipends are paid as a percentage of salary; administrators are not assigned a new salary range for additional duties.

- 8.14.4 Some changes may not result in additional pay. The position's full range of duties is considered and may be deemed to be within the range of assignment deemed reasonable for the title/classification and level, and/or is comparable to other titles/classifications in the same range.
- 8.14.5 Additional duties may be assigned at the same range but may create a significantly larger scope. A larger scope is defined as a substantial increase in overall responsibilities as measured by budget, number of employees supervised, number of students served, departments, regulatory administration areas, etc., than similar classifications normally assigned the same salary range, on average.
- 8.14.6 Assignment of partial higher duties may still be appropriately assigned to the current salary range of the person's classification. That is, by their nature the partial duties are not sufficient to appreciably change the scope. Alternately, some partial assignment of higher duties, by their nature, will be enough to increase scope. Considerations should include level of responsibility as well as scope of employees supervised, budget responsibilities, number of departments, regulatory administration areas, etc., of classifications in the same salary range, and must exceed the typical range of responsibilities for titles/classifications in the salary range level, generally.

8.15 Process to Request Additional Pay

Either the supervisor or administrator may initiate a request for additional duties stipend to the AMA Classification Committee.

- 8.15.1 All requests shall be filed with the District Office of Human Resources using Appendix D Request for Additional Duties Stipend.
- 8.15.2 Timelines for submitting a Request for Additional Pay:
  - 8.15.2.1 May be made at any time during the year, within thirty (30) days from the date the additional duties are assigned. Requests submitted beyond thirty (30) days shall not be considered.
  - 8.15.2.2 If additional pay is approved, it shall be effective with the date of assignment. A request is deemed submitted when it is complete, including all campus authorizations, and received by the District Office of Human Resources.
- 8.15.3 Requests for additional duties stipend are reviewed by the AMA Classification Committee. Recommendations of the AMA Committee are subject to agreement of the chancellor and approval of the Board of Trustees. The Board of Trustees' decision regarding additional duties stipend shall be final.
- 8.15.4 Temporary assignment of additional duties that does not result in an additional duties stipend does not require Board of Trustees approval.

## 8.16 Criteria for An Additional Duties Stipend

- 8.16.1 Additional duties are assigned for longer than six consecutive weeks at any one time. An additional duties assignment for 6 weeks or less is not eligible for additional pay. Intermittent assignment of duties for 6 weeks or less at a time is not eligible for additional duties stipend. Exceptions may be granted under unusual circumstances such as an employee on intermittent medical leave for an extended period of time.
- 8.16.2 Additional duties are temporary in nature; that is, the assignment of additional duties shall not exceed 6 months while concluding recruitment or while determining a permanent or longer-term solution. Assignment of additional duties may be extended in unusual circumstances, as follows, subject to approval of the Chancellor. Exceptions to the 6-month limit include:
- 8.16.2.1 Employee on extended medical leave, for the duration of the leave, up to 2 years.
- 8.16.2.2 While engaging in reorganization review through shared governance, up to 1 year.

## **FILLING AN ADDITIONAL DUTIES ASSIGNMENT**

- 8.17. Assignment of additional duties must specify the total length of time in advance of assigning the duties.8.15.3.2. For additional duties that are longer than twelve (12) months and expected to continue, the position shall be reviewed for reclassification.

## **REASSIGNMENT TO FACULTY POSITION**

- 8.18 The salary placement for an administrator who is reassigned to a Faculty position is subject to the terms and conditions of the Faculty *Agreement*. See also Chapter 5.7.4.

## **TEACHING ASSIGNMENTS FOR ADMINISTRATORS**

- 8.19 Administrators may receive teaching assignments in accordance with the Faculty Association *Agreement* terms and conditions. Pay for teaching which is not included as part of an administrator's "in load" contracted assignments shall be paid in accordance with the Faculty *Agreement*.

## CHAPTER 9 LEAVES AND HOLIDAYS

### **PERSONAL NECESSITY LEAVE**

- 9.1 An administrator shall be granted up to seven (7) 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 during each school year, July 1 through June 30. Administrators employed less than 10 months per 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.
- 9.2 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.
- 9.3 An administrator must be employed for at least 22 contract days, prior to being able to use PNL.
- 9.4 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:
- 9.4.1 Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours;
  - 9.4.2 Emergencies related to the administrator’s home or immediate family members;
  - 9.4.3 Medical or dental appointments for the employee’s family members when the nature of the appointment requires the administrator’s presence;
  - 9.4.4 Bonding with a child as provided by Section 9.9 Parental Leave;
  - 9.4.5 Attendance at a funeral service;
  - 9.4.6 Special family obligations such as attending a family member’s wedding or graduation;
  - 9.4.7 Response to a summons, subpoena, or other judicial order requiring absence from work;
  - 9.4.8 Observance of a major religious holiday of the employee’s faith;
  - 9.4.9 Natural disasters that prevent a faculty employee from meeting all or part of their assigned duties;

- 9.4.10 Attendance at official recognition activities related to the following federal holidays: Martin Luther King Jr. Day, Memorial Day, and Veteran’s Day; and
- 9.4.11 Attendance at conferences or training not otherwise considered part of assigned duties. Use of personal necessity leave for this purpose shall be subject to mutual agreement of the administrator and the supervising administrator and shall be requested sufficiently in advance of the dates of the conference.
- 9.5 An administrator may request additional days of PNL for these purposes in appropriate circumstances. Requests shall be forwarded to the vice chancellor of human resources who, in consultation with the chancellor and president/vice chancellor, shall determine if additional days shall be granted.
- 9.6 Personal necessity leave may not be used for recreation, social events not described above, or in lieu of accrued sick leave. Unless there are unavoidable and compelling reasons, such as medical appointments following a family medical leave, personal necessity leave may not be taken in conjunction with any holiday, sick leave, or other leave of absence.
- 9.7 A Personal Necessity Leave day is equal to eight hours of leave. An administrator may use less than 8 hours, but not less than 2 hours, of PNL for any single absence. An administrator who is absent for more than 8 hours of the scheduled work hours in any one day shall account for the remaining hours with additional PNL, vacation, other applicable leave, or leave without pay.
- 9.8 Personal Necessity Leave is subject to supervisor approval. Whenever possible, PNL must be approved in advance by the administrator’s supervisor.
- 9.9 “Immediate family member” for the purposes of this section, means the employee’s spouse or qualified domestic partner; the parent, child, grandparent, grandchild, and sibling of the employee or the employee’s spouse or qualified domestic partner; any person for whom the employee or employee’s spouse/qualified domestic partner has legal guardianship or other legal responsibility, for example, power of attorney, for determining medical or financial decisions; and any other person living in the immediate household of the employee.
- 9.9.1 Parent includes biological parent, foster parent, step-parent, adoptive parent, or legal guardian of the employee or employee’s spouse/qualified domestic partner, or person who stood in loco parentis of the employee or employee’s spouse/qualified domestic partner as a child;
- 9.9.2 Sibling includes biological sibling, adoptive sibling, foster sibling, step-sister, step- brother of the employee or employee’s spouse/qualified domestic partner;
- 9.9.3 Child includes biological or adopted child, stepchild, foster child, or legal ward, of the employee or employee’s spouse/qualified domestic partner, regardless of age or dependency, and any person for whom the employee or employee’s spouse/qualified domestic partner stands in loco parentis or who stood in loco parentis of a child who is now an adult, regardless of age or dependency.

## **BEREAVEMENT LEAVE**

- 9.10 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 an immediate family member.
- 9.11 “Immediate family”, for purposes of this section, has the meaning prescribed by Section 9.9.
- 9.12 If out of state travel or travel of more than 250 miles (one way) is required, paid bereavement leave sufficient to allow for five (5) consecutive days, excluding weekends and holidays, shall be granted.
- 9.13 If travel out of country or more than 2000 miles (one way) is required, paid bereavement leave sufficient to allow for 7 consecutive days, excluding weekends and holidays, shall be granted.
- 9.14 If the death is of a parent, spouse or qualified domestic partner, or child, paid bereavement leave sufficient to allow for five (5) consecutive days, excluding weekends and holidays, shall be granted.
- 9.15 Bereavement leave shall not be granted in any increment of less than one half (1/2) day. The vice chancellor of human resources, in consultation with the AMA and approval of the Chancellor, may grant additional days of bereavement leave with full compensation in cases of exceptional circumstances and demonstrated need.

## **SICK LEAVE**

- 9.16 A full-time administrator accrues paid sick leave at the rate of eight hours (one (1) day) of leave for each month of full-time service. An administrator employed less than the full contract period, 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.
- 9.17 Notwithstanding Section 9.16 above, an administrator on unpaid leave of absence shall have the entitlement to sick leave reduced by one day for each month the employee is on leave of absence without pay. An administrator employed for less than 100 percent of their contract on unpaid leave of absence shall have their entitlement to sick leave reduced on a pro rata basis.
- 9.18 Sick leave is cumulative from year to year. Further, sick leave shall be advanced at the beginning of each fiscal year on the basis of the anticipated contract period for that fiscal year. Sick leave may not be advanced or borrowed from any future year.
- 9.19 Sick leave is available for use in the first month of employment.

- 9.20 At the request of the district, an administrator who was absent due to a potentially contagious medical condition, 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 the supervisor or the District Office of Human Resources to provide a medical statement, must submit a statement from their medical provider stating the reason for the absence and the date on which the administrator will be or was able to return to work.
- 9.21 The vice chancellor of human resources, in consultation with the AMA and approval of the Chancellor, may grant additional, excess days of sick leave with full pay beyond those to which the administrator is otherwise entitled in cases of exceptional circumstances and demonstrated need.
- 9.22 Sick leave accumulated in other California school districts shall be credited to the administrator upon request and certification if the application for transfer is made in accordance with Education Code 87782 and 87783.
- 9.22.1 Each administrator, whether educational or classified, may use up to seven (7) days of accumulated sick leave on an annual basis for personal necessity. Personal necessity includes, but is not limited to, the following:
- 9.22.1.1 Death or diagnosis, care, or treatment of an existing health condition or serious illness of, or preventive care for an immediate family member;
  - 9.22.1.2 Accident involving the person or property of the administrator or administrator's immediate family; or
  - 9.22.1.3 Obtaining or attempting to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or the employee's child, when the employee is a victim of domestic violence, sexual assault, or stalking.
- 9.23 "Immediate family" for purposes of this section, includes spouse, qualified domestic partner, parent, child, sibling, grandparent, grandchild, parent-in-law, brother/sister-in-law, son/daughter-in-law and any relative of the administrator or of the administrator's spouse or qualified domestic partner living in the immediate household of the administrator. Parent includes biological, adoptive, or foster parents, step parent, or legal guardian of the individual when the individual was a minor child. Child includes biological, adoptive, or foster child, step child, legal ward, and child for whom the administrator stands in loco parentis.

## **EXTENDED SICK LEAVE**

- 9.24 Beginning with the first day of absence because of illness or injury, an administrator is entitled to extended sick leave at the end of all current year and accumulated carry-over sick leave or at the end of ten (10) consecutive contract days, whichever is later, and continuing for up to 180 calendar days. 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.
- 9.25 An administrator on extended sick leave is entitled to compensation as follows:
- 9.25.1 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 one-twelfth ( $1/12^{\text{th}}$ ) of the administrator's annual contract salary.
- 9.25.2 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.
- 9.26 After the exhaustion of all current year sick leave, accumulated sick leave, donated sick leave, and extended sick leave, an administrator may resign, retire, or apply for an unpaid leave of absence. If the administrator applies for 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 separated and 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, they may apply for and may receive long-term disability insurance benefits in the manner prescribed in the district's long-term disability insurance policy.

## **SICK LEAVE DONATION**

- 9.27 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. An administrator may receive no more than forty (40) days of donated leave per college year.
- 9.27.1 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.
- 9.27.2 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.

- 9.28 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.
- 9.28.1 The donated sick leave may be used only when the employee has exhausted current and 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.
- 9.28.2 The vice chancellor of human resources shall be notified of solicitation of donations. Solicitations of donations may be made by the individual or their representative.
- 9.28.3 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 employees donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with Human Resources.
- 9.28.4 If the employee does not use all donated sick leave, the unused donated sick leave shall be returned to the donating employee(s).

**MILITARY LEAVE, LEGISLATIVE LEAVE, INDUSTRIAL ACCIDENT LEAVE**

- 9.29 An administrator who meets the requirements prescribed by law may request and will be granted:
- 9.29.1 A military leave in accordance with the provision of the Military and Veterans Code Sections 395 et seq. and Education Code 87700 and 87832;
- 9.29.2 An unpaid legislative leave under Education Code 87701;
- 9.29.3 An industrial accident leave of up to sixty (60) days under Education Code 87787.

**LEAVE FOR JURY DUTY**

- 9.30 An administrator on leave for jury duty will receive full pay less the fee received for serving on the jury. As an alternative, the employee may waive the jury duty fee or accept and donate the fee to the Foothill-De Anza Community College Foundation and receive full pay. The administrator may retain any payment for mileage or other transportation expenses without impact on the employee's payroll from the district.

## **UNPAID LEAVE OF ABSENCE**

- 9.31 An administrator may request and be granted an unpaid leave of absence for any period not to exceed one (1) college year. A leave without pay of one (1) month or more is subject to recommendation of the president and the chancellor, and approval of the Board of Trustees.
- 9.32 During an unpaid leave of absence of one (1) month or more, an administrator may continue to receive health insurance benefits at their own expense in accordance with the procedures and requirements established by the district's health plan.
- 9.33 Unpaid leaves of less than one (1) month must be approved by the administrator's supervisor and reported on the district's leave reporting system.

## **PARENTAL LEAVE**

- 9.34 Under certain conditions, and in accordance with Education Code 87780.1 and 88196.1, an administrator who has been employed for at least 12 months shall be entitled to up to 12 weeks of Parental Leave for the purpose of bonding with a child. The administrator should consult with the District Office of Human Resources regarding eligibility, application procedures, and other procedures related to Parental Leave. The following provisions for Parental Leave apply:
- 9.34.1 Such leave runs concurrently with Family Medical Leave under Section 9.42 and with all other paid and unpaid leaves granted by the district; except that, an administrator may be entitled to up to 12 weeks of Parental Leave in addition to FMLA leave taken due to serious health condition under Section 9.42.
- 9.34.2 The administrator may use earned and accrued sick leave, earned and accrued vacation, and earned personal necessity leave for the period of Parental Leave, up to 12 weeks of leave. Upon exhaustion of available paid sick leave and after the voluntary use of any vacation and personal necessity leave, the administrator shall be paid a salary differential of 50% of the administrator's base rate of pay for the remainder of the 12-week Parental Leave period.
- 9.34.3 The maximum period of all paid and unpaid leaves, including leave provided under Section 9.42, for the purposes of bonding with a child shall be 12 weeks.
- 9.35 Irrespective of eligibility for leave taken in accordance with Section 9.22.1 or 9.22.2, an administrator may, in accordance with Education Code 87784.5, use up to 30 days of sick leave, less any days used for leave as provided for by Section 9.22.1 or 9.22.2.
- 9.36 The administrator may take leave within one year of an infant's birth or within the first year of legally adopting a child.
- 9.37 For purposes of this section, a child is defined as a child under the age of 18 who is a biological child of the employee, a biological child of the employee's spouse or qualified

domestic partner, or a child placed with the employee in connection with adoption or foster care.

- 9.38 For purposes of this section, a work week is defined as each seven-day period of Sunday through Saturday during which at least one contract or assignment day occurs.

### **PREGNANCY DISABILITY LEAVE**

- 9.39 In accordance with Education Code Sections 87766 and 88193, administrators shall be eligible to use sick leave for absence due to temporary medical disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom. The length of the leave of absence, including its beginning and ending dates, shall be determined by the administrator's medical provider. Such determination shall be based upon the administrator's ability to perform the administrator's assigned duties.
- 9.40 Pregnancy disability 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 (PDL).
- 9.41 Following the expiration of pregnancy disability leave, an administrator may request unpaid leave of absence in accordance with Section 9.31 Unpaid Leave of Absence and/or parental leave in accordance with Section 9.34 Parental Leave.

### **FAMILY MEDICAL LEAVE**

- 9.42 In accordance with California Family Rights Act, federal Family Medical Leave Act, and District policy, under certain conditions an administrator may be eligible for an unpaid leave of absence for up to twelve (12) weeks for a serious health condition of the employee or the employee's immediate family, or for child bonding purposes. Qualifying circumstances include the employee's own serious health condition; a serious health condition of a child, spouse/qualified domestic partner, or parent; and birth, adoption, or placement of a child.
- 9.43 An administrator who otherwise qualifies for paid health benefits and is enrolled at the time of leave shall continue to receive paid benefits for up to 12 weeks during the period of FMLA leave.
- 9.44 The administrator shall use available paid leave concurrently while on FMLA.
- 9.45 The district policy and procedure can be found online at <http://hr.fhda.edu/policies-procedures/A1-policies.html>.

### **QUALIFIED DOMESTIC PARTNER**

- 9.46 Qualified Domestic Partner for purposes under this Chapter is an individual who is recognized by the district via an Affidavit of Domestic Partnership or Registered Domestic Partnership in accordance with Chapter 11.13 and 11.14.

## **MONTHLY LEAVE REPORT**

- 9.47 Each administrator must sign and file a monthly leave report with their supervisor on the leave report form provided by the district. It is the responsibility of every administrator to notify their supervisor whenever a leave is needed.

## **VACATION LEAVE**

- 9.48 A full-time administrator earns sixteen (16) hours (two days) of paid vacation leave for each calendar month of full-time service. For any administrator employed less than full-time or for any 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.
- 9.48.1 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).
- 9.48.2 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.
- 9.48.3 Vacation leave may not be used prior to the time it is earned.
- 9.48.4 Vacation leave will be scheduled by mutual agreement between an administrator and their supervisor; except that vacation leave used for extended illness supported by medical documentation of the need for leave shall not require advance notice or mutual agreement.
- 9.49 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.
- 9.50 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 remaining as of the date of reassignment shall be paid out to the administrator at the rate of pay in effect on the last day of the vacation-earning position.

## **ADMINISTRATIVE LEAVE WITH PAY**

- 9.51 Under certain circumstances, such as to protect the health and/or safety of the administrator or others, to conduct a review and investigation of a complaint or concern, or other extenuating circumstances wherein the district deems it is in the best interest of the employee and/or the district, an administrator may be placed on administrative leave with pay. Placement on administrative leave with pay is not punitive and shall not be deemed a disciplinary action.

**HOLIDAYS**

9.52 There are seventeen 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 of the United States or the Governor of the State of California that provides for community colleges to be closed or any holiday approved by the Board of Trustees:

<b><u>Holiday</u></b>	<b><u>Observed</u></b>
Juneteenth	June 19
Independence Day	July 4 <sup>th</sup>
Friday Before Labor Day	Friday before Labor Day
Labor Day	First Monday in September
Veteran’s Day	November 11
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 Holidays (2 Days)	As designated by the district, typically the second and third business day following Christmas,
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

9.52.1 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.

9.52.2 Full-time administrators receive eight (8) hours of holiday pay for each holiday. Administrators who work more than 8-hour daily work schedules shall account for the additional hour/s with available leave, leave without pay, or by adjusting their work schedule for the week. Administrators who have less than a full-time contract shall receive holiday pay on a pro-rata basis.

9.52.3 Administrators must be in paid status the contract day before the holiday or the contract day following the holiday in order to receive the holiday pay. If an administrator is on less than a 12-month contract, the administrator will receive holiday pay for holidays that occur within each contract month and for which the employee is in paid status the contract day before or the contract day after the holiday.

9.52.4 An administrator who is required to work on a holiday shall be entitled to take equivalent time off, up to 8 hours, on another day. Any such equivalent time off, if taken, shall be accomplished by the end of the fiscal year in which the holiday was worked or it shall be forfeited.

## CHAPTER 10

### ADMINISTRATIVE PROFESSIONAL DEVELOPMENT LEAVE

- 10.1 The purpose of an Administrative Professional Development Leave is to develop or improve or enhance the professional competencies of an administrator which will ultimately benefit the District. An Administrative Professional Development Leave may be granted for full-time academic study and/or an approved professional study, research, or travel project.
- 10.2 With the approval of the administrator's supervisor, an administrator may apply for an Administrative Professional Leave after four consecutive years as an administrator of:
  - 10.2.1 Full Pay: Up to two (2) months at full pay, or
  - 10.2.2 Partial Pay: Up to ten (10) months at 85% of full pay.
  - 10.2.3 In either case, the exact length of the leave is subject to mutual agreement of the administrator and their supervisor and approval of the president or chancellor, taking into account the employee's professional development need and the reasonable operational needs of the District and the colleges.
- 10.3 An administrator returning as a retired Emeritus Administrator under Chapter 15 and an administrator participating in Pre-Retirement Reduction in Contract under Chapter 14 shall not be eligible to apply for Administrative Professional Development Leave.
- 10.4 An administrator who wishes to apply for an Administrative Professional Development Leave shall file a completed application using Appendix F including approval by the administrator's supervisor, 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. Appendix F must be filed at least six (6) months prior to the commencement of the leave. It is the administrator's sole responsibility to provide the completed and signed application materials and required copies to the District Office of Human Resources.
  - 10.4.1 The supervisor shall indicate on the application whether the demands of the administrative position can reasonably be met if the leave is approved.
  - 10.4.2 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 Administrative Professional Development 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.
- 10.5 The Administrative Professional Development Leave Committee shall consist of the

vice chancellor of human resources or the assigned 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; and one two administrators appointed by the Executive Board of the Administrative Management Association.

- 10.5.1 The Administrative Professional Development Leave Committee shall review all leave applications and will recommend leave to the Board of Trustees 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.
- 10.5.2 The Administrative Professional Development Leave Committee is also responsible for receiving and reviewing the leave reports required by Section 10.9. After reviewing the report, the Committee will recommend approval of the report to the Board of Trustees 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.
- 10.6 No more than six percent (6%) of administrators will be granted Administrative Professional Development Leaves during a college year and not more than half of the leaves may be for more than two (2) months.
- 10.7 An administrator who is granted an Administrative Professional Development Leave of more than two (2) months will not accrue vacation credit for the duration of the leave.
- 10.8 As a condition of being granted an Administrative Professional Development Leave, an administrator must agree to render service to the district for at least twice the length of the leave following their 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 Professional Development Leave plus other damages, including attorney's fees, if applicable.
- 10.9 Within three (3) months following return from an Administrative Professional Development Leave, the administrator must submit a report to their supervisor w describing the manner in which the objectives of the leave were accomplished consistent with the approved Administrative Professional Development Leave application. The supervisor shall be responsible for reviewing and approving the report and submitting a signed report to Human Resources.
- 10.10 An administrator on Administrative Professional Development Leave shall continue to receive paid health benefits the administrator is enrolled in immediately prior to and during the administrative leave.

## CHAPTER 11 BENEFITS

### **ELIGIBILITY**

- 11.1 An administrator eligible for paid benefits is one who is:
- 11.1.1 in a designated administrative position;
  - 11.1.2 employed at least half-time; and
  - 11.1.3 in paid status as an employee of the district during the month covered by the benefits; except that initial coverage shall be the first of the month following the initial date of employment, or for an employee resuming coverage under a qualifying life event following a break in coverage, the employee may resume eligibility for benefits the first of the month following return to paid status.
- 11.2 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.
- 11.3 An administrator who resigns or is terminated shall cease to be a qualified employee at the end of the calendar month during which the employee's resignation or termination becomes effective.
- 11.1 An administrator receiving long-term disability payments under Section 11.9 of this Chapter may, following the exhaustion of all sick leave and extended sick leave, be eligible to remain a qualified administrator for the purpose of medical benefits in accordance with the District's Long Term Disability Plan.

### **MEDICAL BENEFITS**

- 11.2 Each eligible administrator may participate in the medical benefit plan of their choice in accordance with the district's contract with CalPERS Health. Eligible administrators may also enroll their eligible dependents. Medical benefits, contributions, and plan features are subject to change each plan year.

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

Please visit <https://hr.fhda.edu/benefits/index.html> / for specific information and all forms regarding benefits.

## 11.2 Payroll Deductions

Employee contributions shall be recovered through twelve (12) equal monthly payroll deductions. For administrators on less than 12-month contracts, i.e., 10- and 11-month contracts, the contributions required during the non-contract month(s) normally be deducted from the first paycheck following the non-contract month(s), typically, the following September. In the event the required monthly contribution exceeds compensation in any regular pay period, the employee shall have the responsibility for paying the uncovered amount in accordance with Plan Compliance timelines and procedures.

### 11.2.1 Plan Choices and Employee Monthly Contribution Rates

Information on the CalPERS plans, including benefits, coverage limitations, deductibles, copays, and coinsurance, is contained in the CalPERS Health Benefit Summary published annually and available online at [https://hr.fhda.edu/benefits/\\_medical-revised.html](https://hr.fhda.edu/benefits/_medical-revised.html).

Employees shall be required to pay the respective monthly premium for the plan selected. Rates for each plan and tier are expressed monthly, i.e., one-twelfth (1/12<sup>th</sup>) of the employee annual contribution, and are available online at [https://hr.fhda.edu/benefits/\\_medical-revised.html](https://hr.fhda.edu/benefits/_medical-revised.html)

### 11.2.2 Waiver of Coverage

Employees may elect to waive coverage 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 CalPERS 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.

## **VISION CARE BENEFITS**

- 11.3 Qualified employees and their eligible dependents shall have the option of enrolling in vision coverage offered by the district. The respective monthly contribution rates for each health insurance plan include the cost of vision coverage.

## **DENTAL CARE BENEFITS**

- 11.4 Qualified employees and their eligible dependents shall have the option of enrolling in dental coverage offered by the district. The respective monthly contribution rates for each health insurance plan include the cost of dental coverage.

## **LIFE INSURANCE BENEFITS**

- 11.5 The district provides each eligible administrator under the age of 70 with a \$50,000 level-term life insurance benefit. Each eligible dependent is provided with a \$5,000 life insurance benefit.

## **LONG-TERM DISABILITY INSURANCE BENEFITS**

- 11.6 The district provides each eligible administrator with a long-term disability benefit.
- 11.6.1 Effective January 1, 2008: Long-Term Disability (LTD) income protection insurance provides a benefit equal to 66 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 one-twelfth (1/12<sup>th</sup>) of the administrator's annual contract salary.
- 11.6.2 The benefits are payable after the end of all accumulated sick leave, other paid leave including vacation and personal necessity leave, and extended sick leave.
- 11.6.3 Administrators with five (5) or more years of PERS or STRS creditable service may be eligible for benefits, payable for up to two years from the date of disability for both accident and illness in accordance with the provisions outlined in the district's contract for LTD benefits. The benefit period may vary based on age. If the period of disability extends beyond the LTD benefit period, the administrator may be eligible to receive disability allowance payments from STRS or PERS, subject to STRS/PERS disability allowance criteria and determination.
- 11.6.4 Administrators who do not have five (5) or more years of creditable service with STRS or PERS, may be eligible for benefits from the date of disability for both accident and illness in accordance with the provisions outlined in the district's contract for LTD benefits up to normal retirement age. The maximum benefit period is set in accordance with the schedule set forth in the district's Long-Term Disability income protection insurance policy.

## **EMPLOYEE ASSISTANCE PROGRAM**

- 11.7 The district provides confidential short-term counseling service for eligible administrators and their dependents; EAP coverage includes assistance with concerns such as stress, substance addiction and abuse, marital concerns, financial problems, and legal assistance.

## **BENEFITS DURING UNPAID LEAVE OF ABSENCE**

- 11.8 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:
- 11.8.1 For ten-month administrators, one-tenth (1/10<sup>th</sup>) of the full annual premium or its equivalent for each month of unpaid leave of absence;
- 11.8.2 For eleven-month administrators, one-eleventh (1/11<sup>th</sup>) of the full annual premium or its equivalent for each month of unpaid leave of absence;

- 11.8.3 For twelve-month administrators, one-twelfth (1/12<sup>th</sup>) of the full annual premium or its equivalent for each month of unpaid leave of absence.
- 11.9 Notwithstanding the provisions in 11.1, a disabled administrator receiving long-term disability payments under Section 11.9 shall, following the exhaustion of all sick leave and extended sick leave, remain a qualified employee for the purpose of receiving health benefits.

### **QUALIFIED DOMESTIC PARTNERS**

- 11.10 A qualified domestic partner is an individual domestic partner who is recognized by the district via an Affidavit of Domestic Partnership or Registered Domestic Partnership with the California Secretary of State. A qualified domestic partner is an individual domestic partner who is recognized by the district via an Affidavit of Domestic Partnership or Registered Domestic Partnership with the California Secretary of State
- 11.10.1 A qualified domestic partner shall continue to be eligible to participate as a dependent in district health insurance benefits for the unbroken duration of the domestic partnership and employment of the qualifying employee. Benefit participation for qualifying domestic partner dependents shall also continue.
- 11.10.2 Qualified 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 qualified domestic partners and their qualifying dependents.
- 11.11 Health benefits consist of medical, prescription drug, dental, vision, and any other benefit afforded a legally recognized spouse as provided for by District policy and this *Handbook*. Additional information regarding eligibility criteria may be obtained by contacting Human Resources.
- 11.12 Domestic partner benefits are treated as imputed income for taxation purposes unless the domestic partner is a legally recognized spouse or deemed to be a dependent under Internal Revenue Code Section 152. Further, a domestic partner may not have the same federal rights involving benefits that spouses possess under ERISA, COBRA, and the Internal Revenue Code. An employee is advised to seek legal assistance for any questions.
- 11.13 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 12 TRAINING/RETRAINING/CONFERENCE FUNDS

### **PURPOSE**

- 12.1 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.
- 12.2 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:
- 12.2.1 Program of study in an accredited institution leading to advanced administrative, leadership, and/or discipline-specific expertise.
  - 12.2.2 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.
  - 12.2.3 Preparation for a new administrative assignment that could include, but is not limited to, an internship, or professional training.
  - 12.2.4 Professional conferences, seminars, institutes, and workshops directly related to the administrator's current position.
  - 12.2.5 Outplacement assistance.

### **FUND**

- 12.3 A fund of \$25,000 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.

### **ELIGIBILITY**

- 12.4 To be eligible for the program, an administrator shall have served in the District as an administrator for two (2) years or longer by the date of the first day of the activity for which the Training/Retraining funds are requested. 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.

## **PROCESS**

12.5 Application for funds may be made throughout the year and funds shall be distributed on a first-come, first-served basis. All requests for funds must be made not less than 14 days prior to the activity; funds shall not be applied or granted retroactively. In addition, funds may be requested for an anticipated activity up to twelve months in advance. Exceptions to the application date may be granted by the Administrative Leave Committee on a case- by-case basis under extenuating or unusual circumstances.

12.5.1 The application shall include the specific details of the proposed activities, the purpose of the stipend, and the amount requested.  
([http://hr.fhda.edu/\\_forms.html](http://hr.fhda.edu/_forms.html))

12.5.2 The plan shall be signed by the administrator, their current supervisor, and other appropriate administrator(s) as determined by college or central services processes. The administrator’s supervisor shall have an opportunity for comment and recommendation; however, the supervisor does not have the authority to approve or deny the request for stipend.

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

12.6 If the request is for a conference, workshop, or seminar, the administrator may receive up to a maximum of \$2,000 per fiscal year, including the cost of travel, lodging, and meals if such expense is included in the cost of the conference, workshop, or seminar.

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

## CHAPTER 13 CLASSIFICATION AND RECLASSIFICATION

### **CLASSIFICATION SYSTEM**

- 13.1 To effect and maintain the proper salary relationships among administrative positions, the district utilizes a structured position classification system. Classifications are assigned to salary ranges on the Administrative Salary Schedule.

### **ADMINISTRATIVE CLASSIFICATION COMMITTEE**

- 13.2 The Administrative Classification Committee reviews and makes recommendations to the chancellor on the following:
- 13.2.1 The proper classification and salary range for an authorized new administrative position;
  - 13.2.2 Requests for reclassification or change in salary level for an administrative position;
  - 13.2.3 The effectiveness of the system of classification and salary placement for administrative positions. The Administrative Classification Committee consists of the following:
    - 13.2.4 The vice chancellor of human resources or their designee, chair;
    - 13.2.5 One administrator from Central Services appointed by the chancellor;
    - 13.2.6 Two administrators from Foothill College appointed by the president;
    - 13.2.7 Two administrators from De Anza College appointed by the president;
    - 13.2.8 A representative from the AMA Executive Board appointed by the president of the AMA;
- 13.3 Members are appointed to the Committee for a two (2) year term. A member may be reappointed for a maximum of an additional consecutive two (2) year term as approved by the AMA.
- 13.4 Members of the Administrative Classification Committee are required to attend training on the job measurement methodology used by the district.

## **RECLASSIFICATION PROCESS**

- 13.5 Requests for reclassification may be submitted at any time during the year.
- 13.6 Reclassifications require approval of the Board of Trustees and are effective the first of the month following receipt of a completed Request for Position Reclassification by the District Office of Human Resources.
- 13.7 A request for reclassification may be initiated by the incumbent or supervising administrator. Classification of a new position or reclassification of a vacant position may be initiated by the appropriate supervisor.
- 13.8 The incumbent administrator, the supervising administrator, the District Office of Human Resources, or the Administrative Classification Committee may initiate reclassification reviews when positions appear to change as a result of:
  - 13.8.1 Deletion of or a significant decline in programs/services that affect the level of complexity, accountability, or decision-making scope of the position; or
  - 13.8.2 Reassignment of duties to another position, that impacts another administrative position as described in 14.10.

## **PROCEDURE**

- 13.9 A Request for Reclassification Form must describe in detail the reasons for requesting a reclassification with the supervising administrator. Such reasons must indicate a significant change in the position due to:
  - 13.9.1 The addition of new and different duties to the position requiring increased knowledge, problem solving, and accountability in the position.
  - 13.9.2 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.
  - 13.9.3 A reorganization that significantly changes the position.
- 13.10 The administrator must complete and submit the following materials to the supervisor for review with the president or the Vice Chancellor of Human Resources for Central Service positions:
  - 13.10.1 Request for Reclassification (Appendix E); and
  - 13.10.2 Copy of the current job description for the position with changes to the position in “track changes” format; and
  - 13.10.3 A complete Position Description Questionnaire for administrative

positions (form available online at <http://hr.fhda.edu/class-comp/c-forms.html>);

13.10.4 Current organization chart; and

13.10.5 Proposed organization chart.

- 13.11 The supervisor will return the signed request to the administrator who is responsible for submitting the request with the materials noted above to the District Office of Human Resources Classification Specialist for review by the Administrative Classification Committee.
- 13.12 Within thirty (30) days of District Office of Human Resources receipt of the request, the AMA Classification Committee will review the request and notify the administrator of its recommendation. When recommended for reclassification the AMA Classification Committee will forward the recommendation and rationale to the college president and chancellor for review. If recommended by the president and chancellor, the reclassification will be forwarded to the Board of Trustees for action.
- 13.13 The administrator may appeal the recommendation of the Classification Committee by completing Appendix E.3 Classification Review Appeal Form (also online at <http://hr.fhda.edu/class-comp/c-forms.html>) 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. The Committee's decision shall be forwarded to the president and/or chancellor for final review and decision.
- 13.14 The timelines noted in the process may be extended by mutual agreement or by the Classification Committee as needed to complete its review and recommendation.



## CHAPTER 14 PRE-RETIREMENT REDUCTION IN CONTRACT

### **ELIGIBILITY**

- 14.1 Each full-time administrator who meets the requirements of this Chapter may, with the approval of the Board of Trustees, reduce their contract from full-time to part-time under the provisions of Education Code Sections 87483 or 88038 while maintaining their retirement benefits under Education Code Section 22713 or Government Code Section 20815 or 20819.
- 14.2 To be eligible for a pre-retirement reduction of contract under this Chapter, an administrator must:
- 14.2.1 Have reached the age of 55 before the reduction in contract; and
  - 14.2.2 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 without pay shall not constitute a break in service for the purpose of this Chapter but neither shall time spent on any leave of absence without pay count towards the five (5) year, full-time employment required by this Chapter.

Further, the five years of full-time equivalent employment must be met within no more than seven years of employment immediately preceding the year in which the participation in the reduced workload program begins.

For example, within seven years immediately preceding participation in the Reduced Workload Program, three years of employment with no unpaid leave plus four years of employment with partial unpaid leave of fifty percent each year shall meet the five years of equivalent full time employment requirement.

### **LENGTH OF PARTICIPATION**

- 14.3 An administrator's contract may be reduced under this Chapter for the remainder of their contract with the district up to a maximum of five (5) years, or up through the end of the school year during which the administrator reaches age 70, whichever occurs first. 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 Chapter, the administrator submits a written request to the Board of Trustees 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 in order to resume full time status the following school year; the administrator's supervisor shall forward the request to the Board of Trustees for action.

## **PROVISIONS**

- 14.4 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 professional development leave.
- 14.5 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.
- 14.6 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.

## **PROCESS**

- 14.7 To implement the provisions of this Chapter, an administrator must file with their respective president or vice chancellor a written request for a reduced contract specifying:
- 14.7.1 The request is being made under the provisions of this Chapter; and
  - 14.7.2 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 8, Salary Administration); and
  - 14.7.3 The number of years during which the administrator wishes their contract to be reduced, provided the number of years does not exceed five (5) years.
- 14.8 The request must be filed no later than April 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 of Trustees.
- 14.9 Nothing in this Chapter prohibits an administrator from requesting, and the Board of Trustees from granting, a reduction in contract outside of the provisions of this Chapter and the Education Codes referenced in Section 15.1.

## CHAPTER 15 EMERITUS PROGRAM

### **ELIGIBILITY**

- 15.1 An administrator who is at least 55 years of age, has been employed by the district as a full-time employee for at least ten (10) years, separated from the district in good standing, and is a retired annuitant from STRS or PERS is eligible to participate in the Emeritus Program for administrators. Time on leave without pay shall not count towards the ten (10) years of required full-time equivalent service.

An administrator who was separated involuntarily shall not be considered to be in good standing.

### **PROVISIONS**

- 15.2 Based upon the availability of appropriate part-time administrative work as determined by the College President or Chancellor for central services, a retired administrator employed under this Chapter may, within the limits established by the applicable retirement laws governing post-retirement service, be employed as a post-retirement employee in part-time employment at the appropriate pro rata share of the salary and professional administrative services consistent with that applied to full-time employees performing comparable duties. During their 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 17 Benefits for Retired Administrators. A retired administrator is not eligible to apply for an administrative professional development leave.
- 15.3 Except as limited by the *FA Agreement* for teaching assignments, an administrator retiring under this Chapter shall be eligible to earn up to the specified limit within the provisions of the laws and regulations governing post-retirement employment effective for the year in which the Annual Plan will be performed. Earning limits may be adjusted from year to year. Any adjustment, which may result in an increase or decrease in the earnings limitation is at the determination of the retirement agency (PERS or STRS).
- 15.4 Effective January 1, 2013, STRS/PERS prohibits employment, during the first 180 calendar days following the effective date of becoming a retiree annuitant under either program. Therefore, retirees are not eligible to return to STRS/PERS covered employment with the district for 180 days following the effective date of retirement. It is the sole responsibility of the retired employee to contact PERS or STRS to receive clarification and a determination regarding the impact, if any, of compensation on their retirement benefit earnings.
- 15.5 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 annual plan mutually agreed upon by the retired administrator, the supervising administrator, the college president or Chancellor and the Board. The retired administrator must consult

with the supervising administrator annually to develop a proposed plan for the services to be performed during each year of participation in the program and present the proposed annual plan to the president or Chancellor for review and approval. Copies of the final proposed annual plan will be provided to the retired administrator, the retired administrator's appropriate supervisor, and filed with the District Office of Human Resources by March 15.

- 15.6 A retired administrator who has previously attained tenure as a faculty employee in the district shall be required to return to faculty status prior to retirement in order to receive teaching assignments as part of their post-retirement assignments, subject to the requirements of the *Faculty Agreement*. Such assignments shall be compensated in accordance with the *Faculty Agreement*. Each retiree is encouraged to seek assistance from the applicable retirement plan representative regarding any impact such assignments may have on retirement benefits.

## **PROCESS**

- 15.7 An eligible administrator may apply to receive a post-retirement employment agreement under this Chapter by submitting a written request to the administrator's president or vice chancellor, or by including the Chapter 15 request in the administrator's letter of resignation for the purpose of retirement. A Chapter 15 request shall include a written description of the proposed activities upon which the Appendix J Annual Plan will be generated. A Chapter 15 request may be submitted as early as possible, but no later than three (3) months before the effective date of the administrator's resignation from the district for the purpose of retirement. The Board of Trustees may waive all or a portion of this time period when, in the Board of Trustees' opinion, it is appropriate to do so.
- 15.8 Prior to the initial year of participation, the retired administrator shall meet with the appropriate administrator to complete the Annual Plan (Appendix J) for the subsequent academic year and submit the completed Plan within 30 days of issuance of the Plan from the District Office of Human Resources, or by March 15, whichever is later.
- 15.9 Each subsequent year of participation in the program is dependent upon availability of appropriate part-time administrative work. It is the administrator's responsibility to timely file a completed Annual Plan in accordance with the following timeline:

### **By March 15 (for the upcoming academic year):**

The administrator shall:

- a) Consult with their supervisor to complete and sign the Annual Plan;
- b) Obtain all required signatures; and
- c) Submit the signed plan to the District Office of Human Resources.

The administrator is solely responsible for submitting a complete and timely plan, including securing all required signatures and confirming receipt by Human Resources.

**By April 15:**

The District Office of Human Resources will confirm receipt of the completed Annual Plan.

**TERM**

- 15.10 Provided the services performed as indicated in this Chapter are satisfactory, an employment agreement issued under this Chapter may continue for any term not exceeding five (5) consecutive years. At the conclusion of the term of service indicated in this Chapter or five consecutive years, whichever occurs first, participation under the Emeritus Program ceases.

## **CHAPTER 16 EARLY NOTICE INCENTIVE**

### **ELIGIBILITY**

- 16.1 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, submits a retirement notice as prescribed by this incentive plan and who subsequently complies with all other conditions of the plan.

### **AMOUNT OF INCENTIVE**

- 16.2 An Early Notice Incentive of \$7,500 shall be paid to administrators who gives the District an Early Notice and Irrevocable Letter of Resignation for the purposes of retirement at least twelve (12) months prior to the administrator's retirement date.

### **PROCEDURE FOR FILING**

- 16.3 The filing period shall be a minimum of twelve (12) months prior to the retirement date. An Early Notice is not deemed filed until it is received in the District Office of Human Resources. The administrator is solely responsible for submitting the completed and signed Early Notice and Irrevocable Letter of Resignation to the District Office of Human Resources consistent with the terms of this chapter.
- 16.4 At least 30 days after submission, the Early Notice Incentive shall be forwarded to the Board of Trustees for formal acceptance of the resignation for the purposes of retirement; once it is accepted by the Board, the administrator shall be separated from employment with the District on the date specified on the Early Notice Incentive and Irrevocable Resignation form. The Board of Trustees shall act on resignations in accordance with the timelines established in Education Code 87730.
- 16.5 The Early Notice Incentive shall be paid in sixty (60) days following the administrator's effective date of retirement identified in the application for the Early Notice Incentive.

## CHAPTER 17 BENEFITS FOR RETIRED ADMINISTRATORS

### **“PRE ‘97” ELIGIBILITY**

- 17.1 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 their eligible dependents, including eligible qualified domestic partners and qualifying dependent children as defined by Chapter 11, health and hospital benefits, prescription drug benefits, vision care benefits, and dental care benefits as provided in this Chapter.
- 17.2 An eligible retired administrator is:
- 17.2.1 An administrator who is age 55 or older as of the effective date of PERS/STRS retirement, who is a retired annuitant or will be a retiree annuitant under STRS or PERS within 120 days of separation from employment, and who has rendered service to the district at least half-time as a contract or regular certificated employee, a probationary or permanent classified employee, and/or a regular or new-hire administrative employee for ten (10) or more years immediately preceding their retirement; or
  - 17.2.2 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 their disability.
- 17.3 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 professional development 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.
- 17.4 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 qualified domestic partner may continue benefits coverage through the district’s contracted benefits provider, subject to the terms of that provider contract.

## **“PRE ’97” BENEFIT PROVISIONS**

- 17.5 The benefits provided under this Chapter remain in accordance with the district medical plan as currently contracted with CalPERS under which the retired administrator was receiving benefits at the time of retirement. He or she may change plans after retirement only during the district open enrollment period.
- 17.6 Each retired administrator and every eligible dependent, including covered qualified domestic partners, upon obtaining eligibility for Medicare, must enroll in Medicare in accordance with the requirements of the CalPERS Health Plan. Failure to enroll in Medicare in a timely fashion may result in cancellation or interruption of coverage by the CalPERS Health Plan. It is solely the responsibility of the retired administrator and their dependents to apply for and satisfy the requirements of Medicare.
- 17.7 Effective July 1, 2025, the Board shall reimburse the retired administrator and their eligible dependents for the standard cost of Medicare Part B premium during any month the retired administrator employee and their dependents are enrolled in and covered by a district sponsored health plan. Reimbursement requires the retiree to submit, in accordance with district procedures, adequate proof of payment to the Office of Human Resources once each calendar year and at any time that the amount of the premium is changed by Medicare. This section shall not apply to retired employees or their eligible dependents if their social security status does not qualify them for Medicare benefits unless the retired employee becomes qualified for Medicare through STRS or another agency.
- 17.8 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 their employment with the district.

## **“POST ’97” BRIDGE PROGRAM**

- 17.9 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.
- 17.10 A qualified administrator under this program is one:
- 17.10.1 Who is age 55 or older as of the effective date of PERS or STRS retirement, who is a retiree annuitant or will be a retiree annuitant from the State Teachers’ Retirement System (STRS) or the Public Employees’ Retirement System (PERS) within 120 days of separation from employment, 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 their 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 10 shall be deemed to be full- time service for the purpose of the program; and

17.10.2 Who has provided evidence that he or she is Medicare eligible.

17.11 A qualified spouse or qualified domestic partner, as defined by Chapter 11, is one:

17.11.1 Who is at the time the qualified administrator retired under this Program and thereafter the spouse or qualified domestic partner of the employee; or

17.11.2 Who was the spouse or qualified 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 qualified domestic partner of the retiree; or

17.11.3 Who was the spouse or qualified domestic partner of an employee who at the time of their 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.

17.12 Each retired administrator who qualifies under the terms of this Chapter and their eligible spouse or qualified domestic partner as defined shall be eligible for district sponsored health and hospital benefits, prescription drug benefits, vision care benefits and dental care benefits as provided in this Chapter and described in Chapter 11 Benefits.

17.13 After retirement, under this program the district shall contribute monthly towards the payment of the retiree's benefits as defined herein:

17.13.1 During each month of eligibility under the program the monthly contribution shall be \$451 per month unless a lower contribution is allowed under Section 18.3.5.2 below. The contribution of \$451 per month is equal to one twelfth of the annual sum of 2.8% of Grade M/Step 8 of the 2016-2017 Administrator Salary Schedule (<http://hr.fhda.edu/class-comp/b-salary-schedules.html>) based on a twelve-month (12) annual contract.

17.13.2 If the administrator has a spouse or qualified domestic partner on the date of retirement, and the spouse or qualified domestic partner has no medical benefits coverage as a primary insured, the district will contribute up to \$902 per month (\$451x2) toward the cost of the premiums for the retiree and the spouse/qualified domestic partner. This amount is equal to 5.6% of Grade M, Step 8 of the 2016- 2017 Administrator Salary Schedule.

17.13.3 The contribution shall be applied towards the monthly premium payment for these benefits for the covered retiree, covered retiree and qualified

spouse or qualified domestic partner, or surviving qualified spouse or qualified domestic partner.

17.13.4 Should the actual cost of the benefits selected cost more than the above, the covered individual(s) shall be responsible for the difference; payment to be made in accordance with district's Health Plan regulations.

17.13.5 If the actual cost of the benefits selected by a covered individual is less than the allowed percentage, then the actual percentage shall be that which reflects the actual cost of the selected benefits.

17.14 The benefits provided to eligible administrators and qualified spouses/qualified domestic partners under this program shall cease when the employee or qualified spouse/domestic partner, qualifies for and begins receiving Medicare coverage consistent with Section 17.6 of this Chapter.

17.15 If administrators are given any options regarding health benefit plans during the bridge period, the covered employee (and/or qualified spouse/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 be allowed to change after retirement only during open enrollment periods.

17.16 If a qualified spouse/qualified 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 benefits under this program shall not be provided.

17.17 To obtain the benefits provided under this Chapter, every administrator and eligible surviving qualified spouse/domestic partner shall file an application for Bridge Program benefits with the District Office of Human Resources and shall complete all necessary enrollment forms before the administrator's effective date of resignation from employment with the district.

The qualified spouse or qualified domestic partner will sign a statement verifying that the spouse/partner does not have rights to medical benefits as a primary insured. The employee is required to provide information to Medicare to verify Medicare eligibility and to update that information as appropriate.

17.18 The benefits provided under this program are subject to change or termination by mutual agreement between the AMA and the Board of Trustees. Where mutual agreement is unable to be reached, the decision of the Board of Trustees shall be final.

## CHAPTER 18 GRIEVANCE PROCESS

- 18.1 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 grievance. A grievance shall not include any provision of the *Handbook* or specific district policy where expressly excluded. 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 5, 20 and 21 of this *Handbook*.
  - the district's board policy and administrative procedure for resolving allegations of harassment and/or discrimination, including
    - BP/AP 3410 Nondiscrimination
    - BP/AP 3430 Prohibition of Harassment
    - BP 3433 Prohibition of Sexual Harassment under Title IX
    - BP 3540 Sexual and Other Assaults on Campus and in Campus Programs
    - AP 3435 Discrimination and Harassment Complaints and Investigations
    - BP/AP 4110 Mutual Respect
    - BP/AP 4100 Cultural Diversity/Equal Opportunity
    - BP/AP 4105 Anti-Discrimination
- 18.2 A grievance must be filed within forty (40) business days after the grievant discovered or reasonably could have discovered the circumstances or action giving rise to the grievance.

### **INFORMAL RESOLUTION**

- 18.3 In every case, before filing a formal, written grievance, the grievant will attempt to resolve the grievance by an informal conference involving the person directly involved or occasioning the grievance: i.e., the respondent. The informal resolution may be facilitated by Human Resources.
- 18.4 If the grievance is not resolved within ten (10) business days from the date of the action, the grievant will inform the vice chancellor of human resources who will appoint a facilitator to conduct an informal conciliation. The facilitator appointed by Human Resources shall be one who is not involved in the grievance, including a potential witness to the matter at issue. If the grievance is filed against the Vice Chancellor of Human Resources, the president of the Administrative Management Association shall inform the Vice Chancellor of Human Resources and the Chancellor of the nature of the grievance. Attempts to resolve the grievance shall be directed by the Chancellor or their designee.

If the grievance is unable to be resolved informally, either directly with the person directly involved or through the efforts of the facilitator appointed by Human Resources, the grievant may proceed in accordance with the following process.

## **FORMAL PROCESS**

### **18.5 LEVEL I**

If the informal process does not reach an acceptable result, the grievant, within ten (10) business days of the conclusion of Human Resources efforts or the expiration of the 20-business day period including any agreed upon timeline extensions, whichever occurs first, must present the grievance in writing, using Appendix I Administrative Grievance Form, to the immediate supervisor of the respondent/person occasioning the grievance and file a copy to the Vice Chancellor of Human Resources. 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 the 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 and the grievant may proceed with review in accordance with Level II.

### **18.6 LEVEL II**

If the grievant is not satisfied with the decision at Level I, the grievant may, within five (5) business days of receiving the Level I response or expiration of the 10-day response period including any approved extensions, whichever occurs first, appeal the decision in writing to the president of the college or their 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.

18.6.1 The president or their designee may request a personal conference with any or all parties involved in the grievance.

18.6.2 The president may extend the time frame for response not to exceed an additional twenty (20) business days, for a total of 25 business days. In the event the president applies this extension, the grievant will be notified.

18.6.3 If the president does not respond within the established timelines or any agreed upon extension thereof, the grievance will be deemed denied and the grievant may proceed with review in accordance with Level III.

### **18.7 LEVEL III**

If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) business days of receiving the Level II response or expiration of the applicable

timeframes, including any approved extensions, 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. 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.

#### 18.8 **LEVEL IV**

If the grievant or respondent is not satisfied with the chancellor's 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 may assign the grievance to a designated Hearing Officer. If so designated, the Hearing Officer shall review the matter and make a recommendation to the Board of Trustees. The Board of Trustees will review the grievance file and issue a final determination in writing to the grievant and respondent within thirty (30) business days of receipt of the appeal or recommendation of the Hearing Officer. The determination of the Board of Trustees shall be final.

#### **GUIDELINES**

- 18.9 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 to and obligation to maintain confidentiality regarding the grievance and employees involved.
- 18.10 The recipient of a grievance shall issue a response only after appropriate review of the grievance documents and facts involved in the matter. The recipient, at their discretion, may query the grievant, respondent, or others, and may review additional materials in an effort to understand and resolve the grievance.
- 18.11 Timelines may be altered by mutual agreement.
- 18.12 If, at any level of the formal grievance process, the reviewing party does not provide a response within the timelines provided, the grievance will be deemed denied and the grievant may proceed to the next Level for review; except that the decision issued at Level IV shall be final.
- 18.13 If at any time the grievant enters into an agreement resolving the grievance or fails to timely file an appeal to the next Level, the grievance shall be deemed resolved and such action shall be final.
- 18.14 Employees who file grievances are protected from retaliation for filing a grievance. An employee who files a grievance in bad faith, frivolously, or in retaliation will be subject to disciplinary action.

- 18.15 The burden of proof rests with the employee who files the grievance.
- 18.16 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.
- 18.17 All other employees participating in a grievance review process are protected from retaliatory acts by employees, students, and agents of the district.
- 18.18 Failure to follow the above procedure will result in forfeiting the right to pursue the grievance.

## CHAPTER 19

### DISCIPLINARY ACTION REGARDING CLASSIFIED ADMINISTRATORS

- 19.1 During the term of a classified administrator's contract the administrator may be terminated or otherwise disciplined for cause. Discipline is defined as and limited to suspension, disciplinary reassignment to another administrative position at the same or lower-level salary range, and termination from employment during the term of an administrator's contract.
- 19.2 This Chapter applies only to Classified administrators. See Chapter 21, Disciplinary Action Regarding Educational Administrators, for information regarding educational administrators.

#### **CAUSE FOR DISCIPLINE**

- 19.3 A classified administrator may be disciplined for cause, including the following:
- 19.3.1 Incompetence; including physical or mental condition that makes the administrator unfit for duty;
  - 19.3.2 Unsatisfactory performance, including 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;
  - 19.3.3 Gross negligence in the performance of duties;
  - 19.3.4 Insubordination;
  - 19.3.5 Discourteous treatment of employees, students, or other persons;
  - 19.3.6 Sexual harassment of an employee, student or other person;
  - 19.3.7 Making threats against an employee, student, or other person.
  - 19.3.8 Dishonesty;
  - 19.3.9 Use of district time, facilities, equipment, or supplies for private gain or advantage;
  - 19.3.10 Willful damage of district property or waste of district property;
  - 19.3.11 Immoral or unprofessional conduct;
  - 19.3.12 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;

- 19.3.13 Conviction of any crime involving moral turpitude or controlled substances, or conviction of a felony. Conduct specified in Section 1028 of the government Code;
- 19.3.14 Evident unfitness for service;
- 19.3.15 Possession, use or distribution of any controlled substance on district property or while on district business except when such possession or use is under and in accordance with a valid written physician's prescription;
- 19.3.16 Except when approved as part of a district event, possession of open containers of alcoholic beverages or consumption of alcohol while on duty;
- 19.3.17 Intoxication from alcohol or drugs while on duty at any time and irrespective of consumption while attending a district event; or
- 19.3.18 Unexcused or excessive absenteeism or tardiness.

#### **ADMINISTRATIVE LEAVE WITH PAY**

- 19.4 If the president or chancellor has reasonable cause to believe the employee's continued presence on the job is not in the best interest of the district or administrator, the president or chancellor may, at any time, and in consultation with the vice chancellor of human resources, place the administrator on administrative leave with pay until due process has been completed. Administrative leave with pay is not a punitive action and shall not be considered discipline.

#### **DUE PROCESS FOR DISCIPLINE**

- 19.5 The administrator will be notified of the reasons for discipline and the disciplinary action which 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 two years preceding the date that the notice of disciplinary action is filed unless the cause was concealed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the district.
- 19.6 Prior to the imposition of discipline an administrator has the right to have the charges 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 recommendation after reviewing the charges and the administrator's response, if any.

- 19.7 Within ten (10) business days after the Review Officer renders a recommendation pursuant to the procedure in Section 20.6 above, the administrator may appeal the 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 their assigned designee and the president of the Administrative Management Association.
- 19.8 The Hearing Officer shall have 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 their service as a Hearing Officer.
- 19.9 The administrator may retain counsel to represent the administrator at the hearing. The district may only retain legal counsel to represent the district in the hearing if the administrator elects to be represented by legal counsel. An administrator who elects to be represented by counsel shall notify the chancellor within ten (10) working days of filing a request for appeal.
- 19.10 The Hearing Officer will prepare a written recommendation 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 their written recommendation within thirty (30) business days following the conclusion of the Hearing.
- 19.11 The Hearing Officer's recommendation may be appealed to the Board of Trustees at the request of the administrator or chancellor. The Board of Trustees 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.
- 19.12 The timelines for filing an appeal and for concluding review of an appeal shall not delay or affect the ability of the Board of Trustees to take action on the Notice of Proposed Discipline.

## **CHAPTER 20**

### **DISCIPLINARY ACTION REGARDING EDUCATIONAL ADMINISTRATORS**

- 20.1 During the term of an educational administrator's contract the administrator may be terminated or otherwise disciplined for cause. Discipline shall include suspension, disciplinary reassignment to another administrative position at the same or lower level salary range, and termination from employment during the term of an administrator's contract.
- 20.2 This Chapter applies only to Educational Administrators. See Chapter 19 Disciplinary Action for a Classified Administrators.

#### **CAUSE FOR DISCIPLINE**

- 20.3 An educational administrator may be disciplined for the following causes in accordance with Education Code Section 87732.
- 20.3.1 Immoral or unprofessional conduct.
  - 20.3.2 Dishonesty.
  - 20.3.3 Unsatisfactory performance.
  - 20.3.4 Evident unfitness for service.
  - 20.3.5 Physical or mental condition that makes the administrator unfit to instruct or associate with students.
  - 20.3.6 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 the administrator.
  - 20.3.7 Conviction of a felony or any crime involving moral turpitude.
  - 20.3.8 Conduct specified in Section 1028 of the Government Code.

#### **ADMINISTRATIVE LEAVE WITH PAY**

- 20.4 If the president or chancellor has reasonable cause to believe the employee's continued presence on the job is not in the best interest of the district or the employee, the president or chancellor may, at any time, and in consultation with the vice chancellor of human resources, place the administrator on administrative leave with pay until due process has been completed. Administrative leave with pay is not a punitive action and shall not be considered discipline.

## **IMMEDIATE SUSPENSION AND NOTICE OF DISMISSAL**

- 20.5 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 their 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.
- 20.6 If any employee is charged with offenses enumerated in Education Code 87736, notice of suspension and intention to dismiss shall be served in accordance with Education Code 87737.

## **DUE PROCESS FOR DISCIPLINE**

- 20.7 The following is intended to summarize the provisions of Education Code regarding penalization or termination of academic administrators. Where conflict in language exists, Education Code shall prevail.
- 20.7.1 The Board of Trustees shall not act upon Notice of Proposed Discipline regarding 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.
- 20.7.2 The Notice of Proposed Discipline shall be in writing and be served upon the employee personally, or by United States registered mail addressed to the employee at their last known address.
- 20.7.3 If the employee objects to the Board of Trustees; decision 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 and may demand a hearing. 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.

If the administrator does not demand a hearing within thirty (30) days, the Board of Trustees' decision shall be final.

- 20.7.4 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.
- 20.7.5 The arbitrator shall conduct proceedings in accordance with Chapter 5, commencing with Government Code 11500 et seq., except for the right of discovery of all parties shall not be limited to those matters set forth in Government Code 11507.6 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.
- 20.7.6 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 Education Code Section 87672.
- 20.7.7 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 unless the cause was concealed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the district.
- 20.7.8 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 their counsel, witnesses, or preparation of presentation of evidence on their behalf.
- 20.7.9 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 California Office of Administrative Hearings and request the appointment of an Administrative Law Judge.

- 20.7.10 The Administrative Law Judge shall conduct proceedings in accordance with the section governing arbitration in this Chapter.
- 20.7.11 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 to Education Code Section 87672.
- 20.7.12 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 Education Code Section 87682.
- 20.7.13 Prior to imposing final action on discipline, the conditions which are specified in Education Code Section 87682 shall be satisfied.

## APPENDIX A GUIDELINES FOR STEP PLACEMENT ON THE SALARY SCHEDULE

### Initial Step Placement Guidelines:

#### Current Employee

- A current regular faculty or classified employee who has accepted an administrative appointment shall be placed on the salary schedule
  - At the step that is at least 10% above his/her current salary; or
  - In accordance with the following guidelines for salary placement;
  - Whichever is higher.

#### New Administrator:

- Normally, salary placement is at Step 1 of the salary schedule and may be placed as high as the sixth step of the salary schedule with documentation of previous experience as provided below.
- Experience used to meet minimum qualifications shall not also be used for step placement.
- Credit for experience in one category shall not also be used for credit in another category.
- Initial step placement above step six may only be requested for highly unusual or extenuating circumstances, requires approval of the chancellor, and is subject to approval of the Board itself.

Credit for previous experience may be granted as follows:

	<b>Experience</b>	<b>Step Credit Per Years of Experience</b>
1	<i>Public or Private Higher Education</i>	One step for each year
2	<i>California Public High School</i>	One step for each year
3	<i>Public Sector City, County, State, or Federal Government</i>	One step for each two years
4	<i>Non-Management Professional Experience for an Educational Institution</i> For example, as an attorney or CPA providing professional services for an accredited education institution	One step for each two years
5	<i>Management or Non-Management Experience for a Private Sector Organization</i> For example, as a senior lead researcher for a position responsible for institutional research, senior lead health professional for a position responsible for allied health programs, or a licensed professional in a related occupation.	One step for each two years

6	<i>Additional Experience as Part of an Unpaid Assignment or Following a Course of Study</i> For example, management internship and/or fellowship. In any accredited education institution or private sector organization	One step for each two years
	<i>Additional related work experience not credited per above.</i> Unusual and requires documentation outside of usual categories. Requires Chancellor approval.	One step for each two years

These guidelines may be used as a guide for placement, but do not constitute a right to specific or additional step placement. The district retains its right to make salary placement decisions. Decisions regarding step placement are not subject to grievance or appeal.

**Initial Step Placement Guidelines:**

A current regular faculty or classified employee who has accepted an administrative appointment shall be placed on the salary schedule at the step that is at least 10% above his/her current salary or in accordance with the following guidelines for salary placement, whichever is higher.

Normally, a new administrator shall be placed at Step 1 and may be placed as high as Step 6 of the salary schedule depending on credit for previous experience as provided below. Experience used to meet minimum qualifications shall not also be used for step placement. Further, credit for experience in one category shall not also be used for credit in another category. Initial step placement above step six may only be requested for highly unusual or extenuating circumstances, requires approval of the chancellor, and is subject to approval of the Board itself. Credit for previous experience may be granted as follows:

1. *Public or Private Higher Education:*  
 Credit for previous related, equivalent-level, full-time administrative management experience in an accredited public or private higher education institution may be granted on the basis of one step for each year of full-time equivalent work experience.
2. *California Public High School:*  
 Credit for previous related, equivalent-level, full-time administrative management experience in a California public high school may be granted on the basis of one step for each year of full-time equivalent work experience.
3. *Public Sector City, County, State, or Federal Government:*  
 Credit for relevant, equivalent-level, full-time administrative management experience in a public sector city, county, state, or federal government organization may be granted on the basis of one step for each two years of full-time equivalent work experience.
4. *Non-Management Professional Experience for an Educational Institution:*  
 Credit for previous related, equivalent-level, non-management professional experience in the discipline in, or directly for, an accredited education institution, at

the high school level or above, may be granted on the basis of one step for each two years of full-time equivalent work experience. This credit shall apply only in unusual circumstances where the professional experience is directly relevant to the administrative responsibilities of the position for which the candidate is being hired. For example, as an attorney or CPA providing professional services for an accredited education institution may be granted one step for each two years of work experience.

5. *Management or Non-Management Experience for a Private Sector Organization:*

Credit for previous related, equivalent-level, administrative management or non-management professional experience in the discipline for a relevant private sector organization may be granted on the basis of one step for each two years of full-time equivalent work experience. This credit shall apply only in unusual circumstances where the experience is directly relevant to the administrative responsibilities of the position for which the candidate is being hired. For example, as a senior lead researcher for a position responsible for institutional research, senior lead health professional for a position responsible for allied health programs, or a licensed professional in a related occupation.

6. *Additional Experience as Part of an Unpaid Assignment or Following a Course of Study:*

Credit for previous relevant, equivalent-level, appropriate work experience in any accredited education institution or private sector organization, as part of an unpaid position or related to, but not required as part of, a course of study, and not included above, may be granted on the basis of one step for each two years of full-time equivalent work experience; for example, management internship and/or fellowship.

A new administrator employee with additional related work experience not credited per above may request that additional step(s) be granted. The request and supporting documentation shall be submitted to the president or vice chancellor with a copy to the vice chancellor of human resources/EO. The president or vice chancellor, in consultation with the vice chancellor of human resources/EO, shall make a recommendation to the chancellor. The chancellor may grant additional step(s) on the basis of one step for each two years of specific work experience. Further, in unusual circumstances the chancellor may consider eminence in the administrator's field and must be accompanied by statements from experts in the field or as evidenced by the production of tangible products, such as publications or presentations to professional organizations that would require a depth and breadth of relevant knowledge and experience to warrant the placement.

The chancellor may also consider internal equity considerations that include a review of salary placements of similar administrators, and competitiveness of the external market. Additionally, the chancellor may also consider efforts to recruit a candidate that meets the standards for selection and expectations for performance within the normal placement range.

Part-time and/or less than full annual contracts shall be provided credit on a pro rata basis.

These guidelines may be used as a guide for placement, but do not constitute a right to specific or additional step placement. The district retains its right to make salary placement decisions. Decisions regarding step placement are not subject to grievance or appeal.

For questions, clarifications, or assistance with a request, the administrator may contact the District Office of Human Resources or any member of the Executive Board of the Administrative Management Association; information available at <http://fhda.edu/ama>.

**APPENDIX A.1**

**FOOTHILL - DE ANZA COMMUNITY COLLEGE DISTRICT  
ADMINISTRATOR SALARY SCHEDULE**

**See**

**Human Resources Website for  
Current Salary Schedules**

**[https://hr.fhda.edu/class-  
comp/b-salary-schedules.html](https://hr.fhda.edu/class-comp/b-salary-schedules.html)**

**APPENDIX A.2  
REQUEST FOR REEVALUATION OF SALARY PLACEMENT**

Administrator Name: \_\_\_\_\_ CWID: \_\_\_\_\_

Title: \_\_\_\_\_

Campus/Location: DA FH CS Date of Hire In this Position: \_\_\_\_\_

**STEP PLACEMENT BACKGROUND**

Initial Salary Step Placement in this Position: \_\_\_\_\_

Proposed/Revised Initial Step Placement, If Using the Salary Placement Guide: \_\_\_\_\_

Additional Experience beyond the  
Minimum Qualifications at the time of Hire  
Years Beyond Minimum = \_\_\_\_\_

**Administrator**

- I understand that any revision to my Step placement will be based on the Salary Placement Guide criteria.
- I have attached supporting documentation for my request, including:
  - My resume which demonstrates my additional years of experience.
  - Verification of employment experience from prior employers.
  - A copy of my current job description (may be found at <http://hr.fhda.edu/class-comp/administrator-job-description.html> )

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

For District HR Use Only
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## APPENDIX B PROCEDURES FOR CONDUCTING A COMPREHENSIVE EVALUATION FOR AN ADMINISTRATOR

The performance of all Foothill-De Anza Community College District administrators shall be evaluated pursuant to the *Cycle of Evaluation* established in Chapter 6 of the AMA Handbook. Evaluations shall be thorough, fair, and objective. The purpose of the evaluation shall be designed to improve the overall operation of the organization, to assist the administrator in the growth and development of professional abilities, as well as to identify key accomplishments, areas of strengths, and opportunities for improvement. \_

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.

The administrator evaluation process is an on-going communications process. The process provides an overall evaluation of an administrator's work performance and the opportunity for the supervisor and administrator to discuss the administrator's work performance in terms of the Foothill-De Anza Community College District goals and objectives.

Administrators are evaluated in three categories: Position Responsibilities, Unit Specific Goals, and Leadership Skills.

### **Instructions for Completing the Evaluation**

1. Responses should focus on specific behaviors, actions, and outcomes rather than personal characteristics.
2. Provide concrete examples wherever possible to support your feedback.
3. Submit your completed evaluation form to the designated office by the stated deadline.

## APPENDIX B.1

### *Examples of Leadership Categories*

#### **Visionary and Strategic Leadership**

- **Clear Vision:** Developing and communicating a clear vision that aligns with the institution's mission and goals, guiding decision-making and setting a roadmap for the future.
- **Strategic Planning:** Creating long-term strategies to address institutional challenges and opportunities, focusing on sustainability, growth, and innovation.

#### **Operational and Organizational Effectiveness**

- **Resource Management:** Ensuring the efficient allocation and utilization of financial, human, and physical resources to meet the needs of students and the community.
- **Process Improvement:** Continuously improving operations and systems, from academic programs to administrative functions, to increase efficiency and effectiveness.

#### **Student Success and Engagement**

- **Student-Centered Focus:** Prioritizing initiatives that support student learning, engagement, retention, and success, while addressing barriers to completion.
- **Support Services:** Developing and enhancing services that help students thrive academically, personally, and professionally, such as advising, tutoring, and career services.

#### **Inclusive and Collaborative Leadership**

- **Diversity and Equity:** Promoting an inclusive, equitable environment that supports diverse student populations and creates a culture of belonging for all.
- **Collaboration:** Building strong relationships across the institution between faculty, staff, administrators, and external stakeholders to foster a collaborative culture focused on shared goals.

#### **Communication and Relationship Building**

- **Effective Communication:** Ensuring transparent, consistent, and open communication with all stakeholders, including students, faculty, staff, and the broader community.
- **Relationship Management:** Cultivating positive relationships within the campus and with external organizations, partners, and stakeholders to advance the college's mission and increase its impact.

**APPENDIX B.2**  
***Evaluation Tool***

**I. Position Responsibilities**

List 3 - 5 accomplishments and/or reflections pertaining to the responsibilities identified in your job description.

**Accomplishments and/or Reflections**

**Example -   X   Accomplishments                             Reflections**

**Ex 1:** Weekly communiqués were sent out to the division with reminders, news from governance committees and celebrations of faculty/staff accomplishments.

**Ex 2:** Created Division Canvas shell to onboard new faculty. The shell holds division policies and where to find campus resources for students.

**Supervisor Comments**

**Example -   X   Accomplishments                             Reflections**

**Ex 1:** Communiques were clear and informative. Solicit feedback regarding frequency of the communiques.

**Ex 2:** Well done. Share with your colleagues.





#### IV. Leadership Expectations

Foothill-De Anza Community College District expects that its administrators will be highly competent leaders, providing leadership both to their areas and to the District/College community in general, and furthering the mission and values of the district.

Reflecting on your leadership skills, identify 2-3 categories and describe professional development opportunities to develop these skills. Refer to Appendix B.1 for examples of leadership categories.

<b>Leadership Category</b>
<b>Ex: Communication and Relationship Building:</b> I will develop communication strategies to have difficult conversations with faculty and staff.
<b>Opportunity for Professional Development</b>
<b>Ex: Communication and Relationship Building:</b> I will attend ACCCA Conference session on “How to have Difficult Conversations.”
<b>Supervisor’s Comments</b>
<b>Ex: Communication and Relationship Building:</b> Include a method to determine efficacy of the training.

**V. Overall Supervisor Comments**

a. What are the administrator's greatest strengths, and how do these strengths contribute to the college's and/or district's success?

b. Do you have any additional feedback or suggestions for the administrator, including Unit Specific Goals and Leadership Expectations?

## Administrative Performance Appraisal Signature Page

This Performance Appraisal was conducted in accordance with Chapter 6 of the Administrators Handbook.

The Appraisal was conducted by \_\_\_\_\_

Signature of Administrator conducting the evaluation:

\_\_\_\_\_  
Name Title Date

**THIS AREA TO BE COMPLETED BY THE ADMINISTRATOR BEING EVALUATED**

I have read the attached appraisal and have had the opportunity to discuss it with my supervisor.

\_\_\_\_\_ **I agree with the evaluation**

\_\_\_\_\_ **I do not agree with the evaluation**

\_\_\_\_\_ **I have read the evaluation and have no comment.**

### Comments:

I understand that this evaluation will be placed in my Personnel File and that I have the opportunity to provide a written response within 10 days that will also be placed in my Personnel File.

Signature of Administrator being evaluated:

\_\_\_\_\_  
Name Title Date

APPENDIX C  
COLLEGE DISTRICT ELIGIBILITY CRITERIA  
FOR DOMESTIC PARTNERS' BENEFITS

**I. DEFINITIONS**

Domestic Partnership Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership. Domestic partner also includes a person aged 18 years or older who was recognized by the district via an Affidavit of Domestic Partnership or Registered Domestic Partnership prior to attaining residence status in a state that allows same-sex marriage

- Live Together “Live together” means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
- Living Expenses “Responsible for living expenses” means that the partners are jointly responsible for the common welfare and financial obligations of each other, which are incurred during the domestic partnership.

**II. ELIGIBILITY AND ENROLLMENT CRITERIA**

- A. In order to enroll for coverage of the domestic partner, the employee and his or her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below.
- B. In order to be eligible for domestic partner coverage, the following criteria must be met:
1. The benefit must be one for which the employee's spouse would be eligible, if the employee were married.
  2. The employee and the non-employee must be domestic partners according to the definition in Section I above.
  3. Both members of the domestic partnership must have reached the age of 18 and be mentally competent to consent to contract.
  4. The employee and non-employee must be each other's sole domestic partner.
  5. Neither member of the domestic partnership may be married.
  6. Neither member of the domestic partnership may have had another domestic partnership within the previous six (6) months, unless that domestic partnership terminated by death.

7. Neither of the partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).
8. The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must also disclose the address of that residence.
9. The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other, which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
10. The domestic partners must intend that the circumstances which render them eligible for enrollment will remain so indefinitely.
11. The domestic partners must acknowledge that they understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partner.
12. The domestic partners must acknowledge that the district may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
13. The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the district for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
14. The employee must acknowledge that he or she understands that under applicable federal and state tax law, district-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.
15. The domestic partners must agree to notify the district within thirty (30) days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The non-employee domestic partner must agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be the sole responsibility of that employee to make such notification.

16. The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the district shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the district suffers any loss thereby, the district may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.
17. The domestic partners must acknowledge that the district Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

APPENDIX C.1  
AFFIDAVIT FOR ENROLLMENT OF DOMESTIC PARTNERSHIP

I, \_\_\_\_\_  
(Print name of employee)

and I, \_\_\_\_\_  
(Print name of non-employee domestic partner)

certify that:

1. We are domestic partners of one another within the following definitions:

Domestic Partnership Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who 1) are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership; or 2) were recognized by the district via an Affidavit of Domestic Partnership or Registered Domestic Partnership prior to attaining residence status in a state that allows same-sex marriage

- Live Together “Live together” means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
- Living Expenses “Responsible for living expenses” means that the partners are jointly responsible for the common welfare and financial obligations of each other, which are incurred during the domestic partnership.

2. Each of us understand that in addition to meeting the definition of domestic partnership provided in Section I above, we must satisfy the additional eligibility criteria provided herein.

3. We are both eighteen (18) years of age or older and are mentally competent to consent to contract.

4. We are each other's sole domestic partner.

5. Neither of us is married.

6. Neither of us has been a member of another domestic partnership within the previous six (6) months, unless that domestic partnership terminated by death.

7. Neither of us is related to the other by blood as would prevent us from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).

8. We share the same principal place of residence and we intend to do so indefinitely. Currently the address of our principal place of residence is:

---

9. By signing this Affidavit for enrollment of a Domestic Partnership for District benefits, we agree that we both are jointly responsible for the common welfare and financial obligations of each other, which are incurred during the domestic partnership. We understand that our practice need not be to contribute equally to the cost of our living expenses but we agree that both of us are responsible for the total cost.
10. Each of us intends that the circumstances which render us eligible for enrollment will remain so indefinitely.
11. Each of us understands and agrees that the employee domestic partner may make health plan and other benefits elections on behalf of the non-employee domestic partner.
12. Each of us understands and agrees that the district may in its discretion, require supportive documentation satisfactory to the district concerning the eligibility criteria and assertions herein. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners names as lessees, a joint bank account, or similar documentation.
13. Each of us understands that, in addition to the eligibility requirements of the district for domestic partner coverage, there are terms and conditions and limitations of coverage and eligibility criteria set forth in the offered benefit plans themselves. We understand that we are also bound by the terms of these policies and agreements.
14. Each of us understands that under applicable federal and state tax law, district-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding an applicable payroll taxes.
15. Each of us agrees that if there is any change of circumstances attested to in this affidavit, we will, within thirty (30) days of such change of circumstances, file an amendment of this affidavit. The non-employee domestic partner agrees that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be sole responsibility of that employee to make such notification.
16. Each of us understands that if either of us has made a false statement regarding his or her qualifications as a domestic partner or has failed to comply with terms of the Affidavit, the district shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the district suffers any loss thereby, the

district may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorneys' fees and court costs.

- 17. Each of us understands and agrees that the district Administrator of any benefit plan at issue shall be the sole judge of determining whether we qualify as domestic partners.
- 18. Each of us declares under penalty of perjury under the laws of the State of California that the assertions in this Affidavit are true and correct.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date of **Birth**

\_\_\_\_\_  
Signature of Non-Employee/Domestic Partner

\_\_\_\_\_  
Date of **Birth**

**THIS AREA TO BE COMPLETED BY THE NOTARY PUBLIC**

State of California )  
County of Santa Clara )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, before me,  
(Date)

\_\_\_\_\_, a Notary Public, State of California, duly commissioned  
(Name and Title of the Officer)

and sworn, personally appeared \_\_\_\_\_  
Name of Signer(s)

\_\_\_\_\_  
personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_



**Appendix D**  
**Request for Additional Duties Stipend**

Administrator Name: \_\_\_\_\_ CWID: \_\_\_\_\_

Title: \_\_\_\_\_ Campus/Location: DA FH CS

**Nature of the Additional Duties**

Additional duties are (check one or more, as applicable):

\_\_\_\_\_ Partial Duties of Another Position (Due to Vacancy/Incumbent Leave)

*Position Title:* \_\_\_\_\_

\_\_\_\_\_ Full Duties of Another Position (Due to Vacancy or Incumbent Leave)

*Position Title:* \_\_\_\_\_

\_\_\_\_\_ Special Project

*Project Name:* \_\_\_\_\_

Are there others who are also assigned some or all of these duties?  No

Yes If yes, who: \_\_\_\_\_

If yes, please provide a brief description of the duties assigned to that administrator:

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Please describe the additional duties, including the nature of problem solving, accountability/expected results, etc., required during the period of assignment. Attach additional sheet/s if needed.

Administrator

I understand that Additional Duties Stipend (ADS) requires that the additional duties create a substantially larger scope and/or would result in placement at a higher-level salary range. ADS is subject to recommendation of the AMA Classification/ Compensation Committee and approval of the Chancellor and Board of Trustees.

Additional Duties shall be effective with the date of assignment, or up to 60 days prior to submission of request to the District Office of Human Resources, whichever is later. A complete request, including all campus authorizations, is deemed submitted on the date received by the District Office of Human Resources. ADS is intended to apply to a **temporary** assignment of duties and, normally, may be granted for a period of up to 6 months; some exceptions may apply, for example, due to extended leave or campus reorganization/program review.

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

**THIS AREA TO BE COMPLETED BY THE ADMINISTRATOR'S SUPERVISOR**

Supervisor Review and Comments on the Description of Additional Duties:

I am aware of the additional duties and agree with the description, except as may be noted in my comments above.

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
President Signature

\_\_\_\_\_  
Date

For AMA Classification/Compensation and District HR Use

**APPENDIX E.1**  
**CLASSIFICATION AND APPEAL GUIDELINES**  
*(Please reference Chapter 14)*

The following information is provided to assist you completing a classification, reclassification or appeal request to the Administrative Classification Committee.

Each administrative position is evaluated based on the information provided to the Administrative Classification Committee on the Position Description Questionnaire and other supporting documents. Each position is evaluated on the following three criteria:

1. **Know-How**: Know-How is the sum total of every kind of skill however acquired, necessary for acceptable job performance. This sum total has three dimensions:

*Depth and Breadth* of specialized know-how ranging from basic knowledge of the most simple work routines to unique and authoritative knowledge within learned disciplines. A job may require some knowledge about a lot of things (diversity) or a lot of knowledge about a few things. Know-how has both scope (variety) and depth (thoroughness). The know-how is evaluated on a scale that ranges from “limited”: (basic instructions and simple work routines to carry out manual tasks) to “specialized mastery” (gained through extensive experience and seasoning in a technical discipline or field requiring comprehensive understanding of scientific theory or in specialized area requiring a comprehensive understanding of a combination of involved practices, precedents, facts and condition or of complex business systems essential to providing administrative managerial perspective).

*Harmonizing and Integrating* the diversified functions involved in managerial situations. Managerial know-how involves integrating and harmonizing requirement of diverse functions in operating, support and administrative situations. It requires a combination of planning, organizing, controlling and reviewing along with direct and indirect execution.

*Human Relations Skills* consisting of active, practicing, person-to-person skills in the area of human relationships. Human relations skills are evaluated as “basic” (general effectiveness that is ordinary for everyday college interaction), “important” (alternative or combined skills in understanding, teaming with and/or influencing people) and “critical” (alternative or combined skills in developing, partnering with, persuading, motivating).

2. **Problem Solving**: Problem Solving is the original “self starting” thinking required by the job for analyzing, evaluating, creating, reasoning, arriving at, and making conclusions. Problem solving measures the intensity of the mental process which employs Know- how to identify, define and resolve a problem. Problem solving includes an evaluation of the following:

*Thinking Environment* which describes the degree of freedom permitted to the job to initiate the thinking process as a result of external and internal conditions’. It considers

the rules, instructions, practices, precedents, standards, principles, policies, goals and objectives that create the context in which a job is authorized to deal with unusual situations. Thinking environment can be rated from “strict routine” to “standardized” to “generally defined.”

*Thinking Challenge* describes the situational nature of mental effort required of the jobholder by the job to come to conclusions, make decisions, provide answers or discover new things. Thinking challenge can be identified as repetitive, patterned, interpolative or adaptive.

3. **Accountability:** Accountability is the answerability for actions and for their consequences. It is the measured effect of the job on end results. It has three dimensions:

*Freedom to Act* is the degree of control and guidance for work. This is a function of the organizational framework, the personal and policy direction and the processes and systems that are established in the organization. This is the most important dimension of Accountability. It reflects the opportunity for a job that is being done right to affect the results of an organization.

*Impact on End Results* is the principal nature of the job's influence on end results, which ranges from direct control to indirect support.

*Magnitude* is how much of the organization is affected by the job's basic purpose. The relationship may be measured in quantitative terms (such as annualized budget) or by other aspects of size. Impact and magnitude are considered together to address what kind of effect and on what part of the total organization the job has to the district.

**APPENDIX E.2  
REQUEST FOR RECLASSIFICATION**

\*Please review Chapter 13 in the Administrators Handbook before beginning this process\*

I request the Foothill-De Anza Administrative Classification Committee review the classification of my position. I understand this review may or may not result in a change in the grade assignment either in an upward or downward allocation. I have prepared this review request based upon the duties and responsibilities of my position and reviewed these comments with my supervisor who has signed this form on the following page. I understand that the decision of the Administrative Classification Committee is final and a second request for review may not be submitted for twelve (12) months.

PLEASE TYPE OR PRINT LEGIBLY

Name: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Campus Location: \_\_\_\_\_ Ext. \_\_\_\_\_

Classification: \_\_\_\_\_

Grade Assignment: \_\_\_\_\_ Years In Current Position: \_\_\_\_\_

Attachments: \_\_\_\_\_

REASONS FOR REVIEW REQUEST

1. Changes in knowledge requirement:

2. Changes in problem solving requirements:

3. Changes in accountability:

4. If this position is reclassified, what other positions will be impacted by that decision?

5. Other factors I would like the Committee to consider:

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

I have read the request for reclassification and find the description of duties and responsibilities to be an accurate description of the work.  Yes  No

Supervisor's Comments:

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
President Signature

\_\_\_\_\_  
Date

*Additional sheets may be attached if needed.*

## CLASSIFICATION REVIEW

PLEASE TYPE OR PRINT LEGIBLY

Name: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Campus Location: \_\_\_\_\_ Ext. \_\_\_\_\_

Classification: \_\_\_\_\_

Grade Assignment: \_\_\_\_\_ Years In Current Position: \_\_\_\_\_

In accordance with Chapter 13 of the Administrators Handbook, the Administrative Classification Committee is initiating a review of your position. The Committee needs to verify whether your position has changed due to:

- Deletion of or a significant decline in programs/services that affects the level of know-how, problem solving, and/or accountability of your position; or
- The transfer of duties and responsibility for programs and services to another position; or
- A reclassification of another position that impacts your position.

Please review the attached position description questionnaire. Indicate changes to your position below and return this form to Human Resources. The position will be reviewed within 30 days of receipt of your response.

I believe my position has changed.  Yes  No  
(If yes, please answer the following questions; if no, please sign and return as noted above.)

1. Changes in knowledge requirement:

2. Changes in problem solving requirements:

3. Changes in accountability:

4. If this position is reclassified, what other positions will be impacted by that decision?

5. Other factors I would like the Committee to consider:

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

I have read the request for reclassification and find the description of duties and responsibilities to be an accurate description of the work.  Yes  No

Supervisor's Comments:

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
President Signature

\_\_\_\_\_  
Date

*Additional sheets may be attached if needed.*

**APPENDIX E.3  
CLASSIFICATION REVIEW APPEAL**

I request to appeal the Foothill-De Anza Administrative Classification Committee's classification decision regarding my position. I understand this appeal may or may not result in a change in the grade assignment allocation. I have prepared this appeal request based upon the duties and responsibilities of my position and reviewed these comments with my supervisor who has signed this form on page two. I understand that the decision of the Administrative Classification Committee is final and a second appeal may not be submitted. However, I may request reclassification of my position twelve (12) months after the final decision of this appeal.

**PLEASE TYPE OR PRINT LEGIBLY**

Name: \_\_\_\_\_

Department/Division: \_\_\_\_\_

Campus/Location: \_\_\_\_\_ Ext. \_\_\_\_\_

Classification: \_\_\_\_\_

Grade Assignment: \_\_\_\_\_ Years in current position: \_\_\_\_\_

***\*Please provide additional or clarifying information to support this appeal request. Describe in detail, changes to your position below and return this form to Human Resources. The position will be reviewed within 30 days of receipt of your response.***

1. Appeal Rationale:
  
  
  
  
  
  
  
  
  
  
2. Additional/Clarifying Information
  - a. Knowledge requirements:
  
  
  
  
  
  
  
  
  
  
  - b. Problem solving requirements:
  
  
  
  
  
  
  
  
  
  
  - c. Accountability:

3. Other factors I would like the Committee to consider:

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

I have read the classification review appeal and find the description of duties and responsibilities to be an accurate description of the work.  Yes  No

Supervisor's Comments:

Supervisor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

President's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Additional sheets may be attached if needed.*

**APPENDIX F  
APPLICATION FOR ADMINISTRATIVE PROFESSIONAL  
DEVELOPMENT LEAVE**

**PLEASE TYPE OR PRINT CLEARLY**

It is the administrator's responsibility to submit this application to the Office of Human Resources at least six months prior to the commencement of the leave. Late applications will not be processed.

**For details see Chapter 10 of the Administrators Handbook.**

Name:

Department/Division:

Campus/Location:

Ext.

Home Address:

Date of first employment as an administrator:

Date of last administrative professional development leave:

Length of leave

requested:

1) up to 2 months @ full pay      months

2) up to 10 months @ 85% pay      months

From:

To:

NOTE:

I agree to render a period of service in the employ of the district following my return from this leave that is equal to at least twice the period of the leave as specified in Chapter 10 of the Administrator's Handbook.

If I change my plan of study, research, or travel as described in this leave application, I will submit the proposed changes to the Administrative Professional Development Leave Committee for approval.

I further agree to submit to the president or chancellor with a copy to the Administrative Professional Development Leave Committee within three months following my return from this completed leave a report that identifies the manner in which I accomplished the objective of this leave and planned activities as described in this application or any approved revisions.

Signature:

Date:

- I. **Objectives of Leave:** (Please list specific objectives that demonstrate that the leave will enhance your job performance and professional growth).

**Objective I:**

Activities to meet objective:

Calendar/timetable for Objective I:

Means to report or verify achievement:

**Objective II:**

Activities to meet objective:

Calendar/timetable for Objective II:

Means to report or verify achievement:

**Objective III:**

Activities to meet objective:

Calendar/timetable for Objective III:

Means to report or verify achievement:

*Use additional sheets if necessary.*

- II. **Specific Benefits of the Leave Plan to the Employee:** Please state how the objectives and activities of this plan will develop professional improvements and professional growth. How does this plan relate to your profession, assignment or planned assignments?

**Benefits to the District:**

**THIS AREA TO BE COMPLETED BY THE ADMINISTRATOR'S SUPERVISOR**

1. Length of leave: \_\_\_\_\_approve \_\_\_\_\_disapprove
2. Demands of position: \_\_\_\_\_can \_\_\_\_\_cannot be reasonably met during the leave
3. Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX G FAMILY MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

### **Board of Trustees Policy 4205**

In compliance with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), eligible District employees may take leave of up to 12 weeks for qualified medical and family reasons. The purpose of family medical leave is to provide employees reasonable leave to care for an eligible family member, or the employee himself or herself, in the event of a serious medical condition, or to enable the employee to care for a child within one year of the child's adoption or receipt into foster care.

In compliance with California Pregnancy Disability Leave (PDL) law, an employee may take leave of up to four months (17.33 weeks) due to pregnancy-related or childbirth-related disability. Pregnancy disability leave is in addition to leave provided under CFRA

In accordance with FMLA, CFRA, and PDL, District paid benefits continue during the period of covered FMLA, CFRA, and PDL leave.

### **How Paid Leave is Applied**

Family medical leave under FMLA and CFRA runs concurrently with applicable paid leaves, including sick leave, vacation and personal necessity leave. This means that the leave is granted only to ensure a maximum of 12 weeks of leave with benefits for certain qualifying events (see below). For example, if an employee has paid leave of one week available, unpaid family medical leave will be for an additional 11 weeks, making a total of 12 weeks of leave in any 12 month period.

Pregnancy-related or childbirth-related leave under PDL also runs concurrently with applicable paid leaves, including sick leave, vacation and personal necessity leave in the same manner as described above for family medical leave. Leave is granted to ensure a maximum of 17.33 weeks of benefits for qualifying events.

### **Eligibility for Family Medical Leave**

Individuals eligible for family medical leave include full-time or part-time employees who have been employed for more than 12 months with the district and have worked at least 1,250 hours in the 12-month period prior to the date the leave begins.

### **Qualifying Events for Purpose of Family Medical Leave**

The conditions for which family medical leave may be taken are:

1. birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement (for the purpose of bonding), or
2. the employee's own serious health condition that causes the employee to be unable to perform some or all of the essential functions of the job, or

3. a serious health condition of an employee's child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

A serious health condition means an illness, injury, impairment, or physical or mental condition which involves either inpatient care or continuing treatment or supervision by a health care provider.

### **Eligible Child**

An eligible child is defined as:

1. a biological, adopted or foster child, a stepchild, or a legal ward under the age of 18, or
2. an adult dependent child over the age of 18 who is incapable of self-help due to a mental or physical disability, or
3. a child under 18 who is treated as the employee's child or for whom the employee has been "in loco parentis."

### **Applications for Family Medical Leave**

A request for family medical leave should be made in writing by completing the family medical leave application form. The application must be submitted to the employee's administrator and then forwarded to the District Office of Human Resources at least thirty days before the requested start of the leave unless the reason for the leave is due to an emergency, in which case the request must be made immediately. The completed application must state the reason for the leave and the beginning and ending dates of the leave.

### **Conditions of Family Medical Leave**

1. Family medical leave for an employee's own serious health condition runs concurrently with any available paid leave balances. An employee who requests family medical leave for his or her own serious health condition is required to use all accrued paid leave, including vacation time, sick leave and extended sick leave, or as provided in the employee's relevant bargaining unit agreement, prior to going on unpaid family medical leave status.
2. Family medical leave for a family member's serious health condition runs concurrently with any available paid leave balances. An employee who requests family medical leave to care for his or her spouse, child, parent or member of the immediate household with a serious medical condition must use all available paid leave, including vacation time, personal necessity leave, and sick leave to the extent allowed in the employee's relevant bargaining unit agreement for care of family members prior to going on unpaid leave status. At the exhaustion of all paid leaves, the remainder of the family medical leave will be unpaid. Paid and unpaid family medical leave may be provided up to a combined maximum of twelve weeks.
3. Up to twelve (12) weeks of family medical leave is available during each 12-month period of employment. Leave eligibility is calculated using a rolling 12-month period measured backwards. That is, each time an eligible employee takes family medical leave, the remaining

entitlement will be the balance of the 12 weeks which has not been used during the immediate preceding 12 months.

4. Leave taken because of the serious health condition of an employee, spouse, child, parent or member of the immediate household may be taken intermittently or on a reduced medical schedule when medically necessary. Leave may be counted in full or partial days or full or partial weeks. Such intermittent or reduced time schedule leave may require the employee to transfer temporarily to another position. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave, except as specifically provided by California law and as expressly approved by the Director of Human Resources.
5. While in unpaid status under family medical leave, an employee will not accrue additional benefits such as sick leave, vacation, or seniority. However, Family Medical Leave is counted as active work status for the purposes of pension vesting or eligibility in pension plans.
6. If both spouses/parents work for the District, family medical leave is limited to a combination of twelve weeks for the qualifying event of a birth, adoption, or foster care placement for the purpose of bonding.

#### **Family Medical Leave Coordination with Pregnancy Disability Leave**

Family medical leave is separate and distinct from pregnancy disability leave for pregnant employees. Pregnant employees may be entitled to pregnancy disability leave in addition to family medical leave.

An eligible employee may be entitled to take a pregnancy disability leave of up to four months and a family medical leave of up to twelve weeks for a combination of approximately seven months.

#### **Medical Certification Statement**

An application for family medical leave or pregnancy disability leave must be accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If leave is for the care of a family member, it should also estimate the amount of time that the employee will be needed to care for the patient.

If leave is for the employee's own health condition, certification should also state that the employee is unable to perform the functions of his or her own position. The district may require the employee to obtain a second medical opinion at district expense. If the two medical opinions conflict, the opinion of a third medical provider, approved jointly by the employee and the district, may be required, at district expense. The third opinion will be final and binding. If additional leave is requested beyond the period stated in the certification, the district may require recertification in accordance with these procedures.

#### **Return From or Failure To Return From Family Medical Leave or Pregnancy Disability Leave**

The employee is expected to return to work day immediately following the approved leave. If the employee wishes to return earlier, both the employee's administrator and the District Office of Human Resources should be notified at least 5 days before the employee's planned return. Failure to return

from leave on the expected return date without notification may be construed as an abandonment of the employee's position. The District will require a certification that the employee is physically able to return to work upon return from leave due to the employee's own serious health condition under family medical leave or due to pregnancy disability leave. However, if an employee returning from leave due to his or her own serious medical condition is unable to perform the essential functions of his or her job because of a physical or mental condition, he or she may request reasonable accommodation under the District's Administrative Procedure 4670 Requesting and Receiving Reasonable Accommodation.

### **Reinstatement Rights**

Unless considered a "key" employee, an employee on family medical leave is entitled to be returned to the same position held prior to the leave, if still available, or to a comparable position with equivalent pay, benefits, if applicable, and other terms and conditions of employment, subject to provisions of the contract with the relevant bargaining unit.

A "key" employee is one who is among the highest paid 10% of the District's employees and whose reinstatement would cause substantial economic injury to the district's operations.

An employee on family medical leave will not suffer the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

### **Health Care Benefits (if applicable):**

District paid benefits will continue during the period of covered family medical leave and/or pregnancy disability leave.

Employees are responsible for the employee monthly contribution share of the monthly premium of the plan and tier elected and enrolled. Payments will be deducted by payroll deduction if sufficient payroll funds are available to make the full deduction. In the event payroll is insufficient to cover the required monthly contribution, payment must be made directly to the district or to the carrier in accordance with applicable benefits administration rules. The district shall notify the employee of the procedure in effect at the time of leave.

If the employee does not return from family medical leave for a reason other than continuation of a serious health condition and employment is terminated, the District may recover the cost of the health care premiums from the employee.

### **Reference**

The Family Medical Leave Act became effective on August 5, 1993.

The California Family Rights Act was amended by AB 1460 to conform the state law to the federal Family Medical Leave Act. These amendments were effective on October 5, 1993.

## APPLICATION FOR FAMILY MEDICAL LEAVE and/or PREGNANCY DISABILITY LEAVE

Name: \_\_\_\_\_ CWID: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_ Campus: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_ Division: \_\_\_\_\_  
 Beginning Date of Leave: \_\_\_\_\_ Ending Date of Leave: \_\_\_\_\_

Reason for Leave (check one or more):

- The employee's own medical condition related to pregnancy or childbirth.
- Birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement.
- The employee's own serious health condition other than pregnancy or childbirth that causes the employee to be unable to perform some or all of the essential functions of the job.
- A serious health condition of an employee's eligible child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

Explanation (if necessary):

A leave request based on an employee's medical condition related to pregnancy or childbirth, an employee's own serious health condition unrelated to pregnancy or childbirth, or the serious health condition of an employee's spouse, child, parent or member of the immediate household must be accompanied by medical certification from a licensed provider.

I concur with the terms and conditions of the leave and understand that it will be my obligation to return to district employment on the working day following the ending date of the leave. I am aware that failure to return from leave without prior supporting authorization or documentation may be construed as abandonment of my position.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Administrator:  Approved  Rejected

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice Chancellor/Associate Vice Chancellor of Human Resources

\_\_\_\_\_  
Date

**APPENDIX H  
ADMINISTRATOR APPLICATION FOR TRAINING/RETRAINING STIPEND**

**PLEASE TYPE OR PRINT CLEARLY**

It is the administrator's responsibility to submit this application to Human Resources. Applications received on or before the deadline will be forwarded to the Administrative Leave Committee for review and recommendation to the Board of Trustees. For details, see Chapter 12 of the Administrators Handbook.

Name: \_\_\_\_\_ Campus Extension: \_\_\_\_\_

Division/Department: \_\_\_\_\_ Location: FH DA CS

Home Address: \_\_\_\_\_

1. Purpose of stipend:

2. Details of program of study, work experience or training:

3. How will this plan of study prepare you for new fields or your current field?

---

*For Office Use Only*

Approved OR Denied    Amount: \_\_\_\_\_    Date: \_\_\_\_\_ TRT# \_\_\_\_\_

4. Please present a detailed budget of expenses that will be covered by the stipend: April 1 requests for funds can be made for the next fiscal year only; December 1 requests are for the current year. If the plan of study, work experience or training requires more than one year, a separate application must be submitted for each year. The training must be completed between July 1 and June 30 to be reimbursed.

TOTAL AMOUNT OF STIPEND REQUESTED: \_\_\_\_\_

---

I am a full-time administrator of the district. I am participating in or have plans to begin participation in a program of study, work experience or training to enhance my expertise in my current field or to expand the number of areas in which I am qualified to perform services for the district.

\_\_\_\_\_

Signature of Administrator

\_\_\_\_\_

Date

**THIS AREA TO BE COMPLETED BY THE ADMINISTRATOR'S**

Will this plan expand the qualifications of the administrator to meet a current or future need in the division/for the college? Please explain.

Do you recommend approval? Yes No

\_\_\_\_\_

Signature of Administrator's Supervisor

\_\_\_\_\_

Date



**Notice of Administrative Grievance**

**Informal Resolution:** Before filing a formal, written grievance, the grievant must attempt to resolve the grievance by an informal conference with the person directly involved or occasioning the grievance. Please explain your attempt to resolve this grievance informally.

**Proposed Remedy:** Please state the remedy you propose that would resolve this grievance.

Grievant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

**Response:** Level I \_\_\_\_\_ Level II \_\_\_\_\_ Level III \_\_\_\_\_ Level IV \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Respondent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX J  
EMERITUS PROGRAM – CHAPTER XV**

Last Name, First Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Academic Year, \_\_\_\_\_ Date Issued: (MM/DD/YYYY).

Your salary placement at the date of your retirement: Range \*, step \* X 12 contract months **\$ 0.00**  
 Plus \_\_\_\_\_ Administrative Achievement award (s) for a total of ----- **.00**  
Total annual salary **\$ 0.00**

In accordance with Chapter 15, your allowable limit for the duration of your participation in the program is \$ \_\_\_\_\_ which represents \_\_\_\_\_% of your full-time contract salary.

To fulfill your commitment you will be assigned to:

Administrative Assignment	Date	Hours

Total \_\_\_\_\_

Note:

1. As a participant in the Emeritus Program, you may work less than but not more than the percentage shown above. You cannot be paid for more than the stated maximum percentage this year and there can be no carryover credit to future years.
2. Under the terms Chapter 15, the District Paid Life Insurance will be in effect as long as you continue to participate in the program.
3. It is the responsibility of the retired employee to file a new completed work plan with Human Resources if changes occur.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOAP To Be Charged

\_\_\_\_\_  
Supervisor of Area (Signature)

\_\_\_\_\_  
Date

Vice President or Vice Chancellor (Signature)

Date

---

President or Chancellor (Signature)

---

Date

**RETURN TO HUMAN RESOURCES BY ASAP**

Original: ADMIN/Classified HR Specialist, Human Resources

Copies: Campus, Supervisor and Vice-President

Banner Entries: NBAJOBS = Effective date/Personnel date with active status, Effective date/Personnel date with termination status (end of FY), ECLS = F7, Leave Category = IN, Default earnings (995)