

MANAGEMENT EMPLOYEES

HANDBOOK

FOR THE PERIOD

JULY 1, 2008 – JUNE 30, 2011

SAN DIEGO COMMUNITY COLLEGE DISTRICT

UPDATED
SEPTEMBER 2011

The provisions of the *July 1, 2008 through June 30, 2011* Management Employees Handbook are hereby approved.



Rich Grosch, President
Board of Trustees
San Diego Community College District

Date: 9-3-09

MANAGEMENT EMPLOYEES HANDBOOK

TABLE OF CONTENTS

	<u>PAGE</u>
CHAPTER I - EMPLOYEE STATUS	3
CHAPTER II - MANAGEMENT EMPLOYEE RIGHTS	4
CHAPTER III - SELECTION, CLASSIFICATION, AND TRANSFER	6
CHAPTER IV - HOURS OF WORK.....	10
CHAPTER V - PAY AND ALLOWANCES	11
CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE	19
CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE.....	23
CHAPTER VIII - SHORT-TERM LEAVES OF ABSENCE	27
CHAPTER IX - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.....	29
CHAPTER X - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)	32
CHAPTER XI - VACATION	35
CHAPTER XII - HOLIDAYS	38
CHAPTER XIII - INSURANCE BENEFITS	39
CHAPTER XIV - MANAGEMENT EMPLOYEE EXPENSES	46
CHAPTER XV - GRIEVANCE PROCEDURE	47
CHAPTER XVI - EARLY RETIREMENT	49
CHAPTER XVII - MANAGER EVALUATIONS.....	51
CHAPTER XVIII - DURATION.....	52

APPENDIX 1 (Administrative Retreat Rights)53
APPENDIX 2 (Resource Allocation Formula).....54
APPENDIX 3 (Management Evaluation Form)61
APPENDIX 4 – A (Management Feedback Survey)64

CHAPTER I - EMPLOYEE STATUS

A. Management Employees in Classified Positions*

1. New employees to the District are considered probationary employees until they have satisfactorily completed one calendar year of service, twelve (12) months from the date of initial assignment, at which time they become permanent.
2. Employees promoted to management positions shall attain permanency in a new classification upon the completion of six (6) months of satisfactory service.

B. Management Employees in Academic Positions

Employees promoted to management positions retain any prior tenure earned with the District.

C. Length of Academic Manager Contracts

1. Based upon recommendation of the President and approval of the Chancellor, positions of vice president can be given individual contracts of up to three (3) years' duration.
2. The Chancellor can approve contracts of up to three (3) years' duration for those academic manager positions above the level of vice president.
3. All other academic manager contracts shall be for up to two (2) years' duration upon recommendation of the President and approval of the Chancellor.
4. Appointments made to academic manager positions which begin earlier than July 1 shall normally include that portion of the calendar year preceding July 1 as a portion of the contract, at the discretion of the Chancellor.

D. Management Employees/Academic and Classified

All employees designated as "Management Employees" by the Board of Trustees shall be covered by the provisions of this Handbook and other policies of the Board of Trustees.

* Does not apply to classified managers who serve under an individual Classified Administrator Employment Contract.

CHAPTER II - MANAGEMENT EMPLOYEE RIGHTS

A. Reassignment or Demotion

1. Classified Managers*

When a classified management employee is reassigned or demoted to a position in another unit, he/she shall be granted full credit for all time served in the District, regardless of the type of assignment previously held.

2. Academic Managers

- a. If reassigned or demoted to a position in another unit, a management employee in this category shall be granted full credit for all time served in the District. In addition, all education, teaching/non-teaching experience earned prior to appointment to the District and applicable to the position to which assigned shall be given credit in salary placement. Such credit on the schedule shall be in accordance with the rules of the salary schedule and bargaining agreement (or handbook) covering the position to which assigned.
- b. Management employees in this category shall be given a written notice by March 15 that he or she may be released from his or her administrative position for the following contract year and written final decision by June 1. If reassigned or demoted for the following contract year without the written March 15 and June 1 notices being given, the management employee shall continue to receive all entitlements of this Handbook until the beginning of the contract year following receipt of written March 15 and June 1 notices.
- c. At the discretion of the District, a management employee may be reassigned or demoted during the term of his or her current contract without cause, as defined in Education Code section 87732. In addition to the rights granted under paragraph A.2.b. of this Chapter, if a management employee is reassigned or demoted during the term of his or her current contract without cause, the management employee shall continue to receive for the balance of the current contract term the salary and benefits which he or she would have received under the contract notwithstanding the immediate reassignment or demotion.

*Does not apply to classified managers who serve under an individual Classified Administrator Employment Contract.

CHAPTER II - MANAGEMENT EMPLOYEE RIGHTS

d. Administrative Retreat Rights

See Appendix 1 which contains the District Procedure on Administrative Retreat Rights.

B. Extra Duty Assignments

1. Management employees assigned to salary ranges less than that of Range 17 may work hourly assignments beyond their regular monthly assignment.
2. Academic managers assigned to Range 17 and above may work hourly assignments in order to keep their teaching or counseling skills current. Such hourly assignments will be determined by the Vice President or President and cannot exceed more than .30 FTEF during one (1) semester each two (2) academic years unless approved by the Chancellor.

CHAPTER III - SELECTION, CLASSIFICATION, AND TRANSFER

A. Selection

1. The Chancellor, or his/her designee, shall be responsible for the recruitment, selection, and recommendation to the Board of Trustees, of candidates for vacant management positions covered by this Handbook.
2. Consistent with the principles of affirmative action/equal employment opportunity, the District shall seek quality leadership, provide career opportunities for its current managers, and continue to recruit from the best available resources.
3. District employment procedures for management positions shall be published and disseminated through normal District channels.

B. Classification

1. All management employees employed by the District shall, upon their appointment, be classified within one of the classifications listed in Section B.2. of this chapter.

2. Standard Classification Titles

Architect
Assistant Construction Manager
Assistant Director, Public Information & Government Relations
Assistant IT Director
Associate Dean
Chief of Police
Chief Researcher
Construction Manager
Controller
Dean
Director, Budget
Director, Disability Support Programs & Services
Director, Employee Relations
Director, Employment Services
Director, Employment & Professional Development
Director, Facilities Services
Director, Financial Support Services
Director, Grants & Contracts
Director, Information Technology

Amended 8/25/11

CHAPTER III - SELECTION, CLASSIFICATION, AND TRANSFER

2. Standard Classification Titles (Continued)

Director, Institutional Research
Director, Legal Services and Equal Employment Opportunity
Director, Military Education
Director, Public Information & Government Relations
Director, Purchasing & Contracts
District Bookstore Manager
District Food Service Manager
EOPS Director
Equal Opportunity and Diversity Officer
Manager, Applications Development
Manager, Network and PC Services
Manager, Technical Services
Manager, Telephone Services
Program Activity Manager
Risk Manager
Senior Financial Aid Officer
Vice President, Administrative Services
Vice President, Instruction
Vice President, Student Services

C. Administrative Appointments

1. The term "administrative appointment" as used in this Section shall be defined to include administrative transfers, voluntary transfers, acting appointments, or interim appointments to management positions of District employees who are not part of the Management Unit. Such definition shall also apply to the term "administrative appointment" as used in current District policy and procedure.

2. Administrative Transfer

Management employees may be transferred by the Chancellor, or his/her designee, to a similar position within the employee's standard classification when the needs of the District require such a change. Prior to such transfer, the needs and interest of any affected management employee shall be considered. The Chancellor shall make the final decision and provide reasonable notice to the management employee of the transfer to be effectuated.

CHAPTER III - SELECTION, CLASSIFICATION AND TRANSFER

3. Voluntary Transfers

Management employees may request to move to another position either within their standard classification or to another classification at the management level. Consideration shall be given to such factors as comparable duties and responsibilities, levels of compensation, minimum qualifications, and employee performance. Should a position vacancy be opened to standard recruitment and selection procedures as set forth in District Procedure 4200.6, applicants for transfer shall be considered along with other candidates in selecting the individual to staff such vacancy.

4. Acting Appointments

When a management employee is assigned the duties and responsibilities of another management position within the standard classification categories listed in Chapters 3 and 5, Section B, in addition to the employee's regular duties, on an "acting" basis for a period of four (4) weeks or more, the employee shall have his/her salary increased by a minimum of five percent (5%).

5. Interim Appointments

District employees other than faculty may apply for vacant management positions which have been approved to fill on an interim basis. When appointments are made to higher-level positions, the employee shall have his/her salary calculated as if he/she were promoted to the position and with a minimum of a five percent (5%) increase over his/her base salary.

District employees with less than 12-month contracts (such as faculty) may also apply for such interim positions. When a faculty member is appointed to an Interim assignment as of July 1st, he/she will be placed at a step on the Management Salary Schedule and his/her salary will be calculated as if he/she were promoted to the position and with a minimum of a five percent (5%) increase over his/her base salary. A daily rate will be calculated for partial-year assignments.

For faculty appointed to Interim assignments for part of a year, salary will be calculated on the basis of the number of days worked multiplied by the daily rate, which is calculated as if the faculty member had been placed on the Management Salary Schedule as described above. The full-time work year for Interim managers is 246 (two hundred and forty-six) days.

All days outside of their regular contract assignment will be paid a calculated daily rate.

CHAPTER III - SELECTION, CLASSIFICATION AND TRANSFER

5. Interim Appointments (Continued)

No additional management benefits would be provided. District employees would retain the benefits of their current bargaining or meet and confer unit.

Interim appointees from outside the District shall be placed on the Management Salary Schedule at a step that is appropriate to their related experience in accordance with Chapter V, E. (2). No additional management benefits other than health benefits will be provided.

6. Layoff and Demotion Following Classification Study

Those employees who have been laid off or reallocated to a lower pay range as the result of a classification study, shall, upon request, be considered for reappointment to any management position up to and including the pay range of the position from which laid off or reallocated. This right shall expire thirty-nine (39) months after the effective date. The selecting manager may consider such reappointment candidates along with any other transfer candidates.

CHAPTER IV - HOURS OF WORK

The workday is typically eight (8) hours within a twenty-four (24) hour period, and the workweek is typically forty (40) hours of work during any five (5) consecutive days.

CHAPTER V - PAY AND ALLOWANCES

SAN DIEGO COMMUNITY COLLEGE DISTRICT
MANAGEMENT SALARY SCHEDULE

Effective July 1, 2009 – June 30, 2011

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I
21	9,625	10,114	10,625	11,164	11,732	12,329	12,926	13,553	14,212
20	9,435	9,911	10,415	10,943	11,500	12,082	12,668	13,282	13,928
19	8,354	8,753	9,172	9,612	10,074	10,559	11,068	11,602	12,163
18	7,800	8,171	8,561	8,970	9,400	9,851	10,325	10,822	11,344
17	7,298	7,644	8,007	8,388	8,788	9,208	9,649	10,112	10,599
16	6,846	7,169	7,508	7,864	8,238	8,631	9,044	9,477	9,932
15	6,420	6,722	7,039	7,372	7,722	8,089	8,474	8,879	9,304
14	6,041	6,324	6,621	6,933	7,261	7,605	7,966	8,345	8,743

NOTES: *Effective May 1, 2009, includes \$380 Management Incentive Pay on each Range.*

Amended 8/25/11

CHAPTER V - PAY AND ALLOWANCES

RAF Economic Improvements Implementation Dates and Off-Schedule Payments

During normal budget years, when the State budget is finalized with certainty during or prior to the fall semester, on-schedule increases will take effect on January 1st and off-schedule payments will be made on January 31st for contract employees.

In years with budget uncertainty, such as during the 2008-09 fiscal year, RAF funds will be withheld until the P-1 is received, and/or until there is reasonable certainty that the RAF funds will be received, but no later than April 1st of each year. Once the determination related to RAF funds is made, the on-schedule changes will go into effect the first of the following month, and the off-schedule payments will be for the number of preceding months since July 1st. For example, if the final RAF allocation determination is made during March, the on-schedule changes would be effective April 1st, and the off-schedule payments would be for nine (9) months (July – March) at the RAF maximum on-schedule rate.

To qualify for off-schedule payments, employees must have been in a paid status after July 1st of the current RAF year. Employees who qualify for off-schedule payments will receive off-schedule payments based on their total salary related earnings from July 1 through the months covered by the off-schedule payments.

CHAPTER V - PAY AND ALLOWANCES

A. Position Compensated on the Management Salary Schedule

These rates apply to the class titles listed in Section B. Managers on Ranges 20 and above will receive individual contracts based on a compensation adjustment recommended by the District's compensation consultants, Hay Group, for recruitment/retention purposes.

B. Placement of Classes on Salary Ranges

<u>Classification Title</u>	<u>Range</u>
Architect	17
Assistant Construction Manager	14
Assistant Director, Public Information & Government Relations	15
Assistant IT Director	18
Associate Dean	16
Chief of Police	18
Chief Researcher	15
Construction Manager	16
Controller	20
Dean	18
Director, Budget	14
Director, Disability Support Programs & Services	18
Director, Employee Relations	16
Director, Employee Services	16
Director, Employment & Professional Development	16
Director, Facilities Services	18
Director, Financial Support Services	18
Director, Grants and Contracts	16
Director, Information Technology	21 (1)
Director, Institutional Research	18
Director, Legal Services and Equal Employment Opportunity	<u>20</u> (2)
Director, Military Education	21
Director, Public Information & Government Relations	17
Director, Purchasing & Contracts	18
District Bookstore Manager	14
District Food Service Manager	14
EOPS Director	14
Equal Opportunity and Diversity Officer	16

Amended 8/25/11

CHAPTER V - PAY AND ALLOWANCES

B. Placement of Classes on Salary Ranges (Continued)

<u>Classification Title</u>	<u>Range</u>
Manager, Applications Development	16
Manager, Network and PC Services	16
Manager, Technical Services	16
Manager, Telephone Services	14
Program Activity Manager	14
Risk Manager	15
Senior Financial Aid Officer	14
Vice President, Administrative Services	19
Vice President, Instruction	20
Vice President, Student Services	20

NOTE: Military Education Management classifications such as Military Associate Dean and Contract Training Manager have their own salary schedule.

- (1) Range includes Market Adjustment.
- (2) Classification reallocated effective 7/1/11.

Amended 8/25/11

CHAPTER V - PAY AND ALLOWANCES

C. Notwithstanding any other provision of this Handbook, neither a management employee's pay nor a management employee's leave credits shall be subject to deductions for absences of less than a day. Notwithstanding any other provision of this Handbook, neither a management employee's pay nor a management employee's leave credits shall be subject to deductions for absences for jury duty, attendance as a witness, or temporary military leave.

D. Review of Compensation and Benefits to be Paid Management Employees

Compensation and benefits paid to management employees are to be adjusted upon approval by the Board of Trustees.

E. Initial Placement on the Salary Schedule

1. From Within the District

An employee continuing from the preceding year who is transferred from another District salary schedule to the Management Salary Schedule shall first have his/her salary placement determined on the appropriate salary range of the former salary schedule for the next year in accordance with the existing regulations, and then be allocated to the step within the designated salary range which provides at minimum a five percent (5%) increase. In no instance, however, shall an employee so transferred be paid at a rate lower than that which he/she would receive if he/she were entering as a new employee without experience in the District.

The salary differential received by an employee for additional responsibility on the former salary schedule (exclusive of extended day or extended work year differential pay) shall be allowed in determining the new placement on the Management Salary Schedule.

2. New to the District

A manager new to the District shall be placed on the step of the appropriate salary range based upon an evaluation of the type and level of his/her previous experience. Normally, new hires with more than three years of directly related experience shall be eligible for placement on Step B. New hires with more than six years of directly related experience shall be eligible for placement on Step C. However, the Chancellor may authorize a higher step placement within the range up to Step F when it is considered to be in the best interest of the District.

CHAPTER V - PAY AND ALLOWANCES

F. Underpayments or Overpayments

Proper salary range and step placement is a joint responsibility of the employee and the District. Each employee is encouraged to review his/her salary placement annually and should he/she suspect that he/she is improperly placed on the salary schedule, he/she should bring this information to the attention of the District Human Resources office immediately.

Should underpayment or overpayment in compensation occur, for purposes of determining the amount to be refunded or collected, retroactivity shall be limited to one (1) calendar year from the time the error is brought to the attention of the affected employee or Human Resources. If the error cannot be corrected prior to the issuance of the subsequent pay warrant, retroactivity will be extended until a correct pay warrant is issued.

Should the incorrect salary placement result in an overpayment, the District is required to recover the full amount of such overpayment. In cases of underpayment, the District will issue a supplementary warrant for the amount due the employee.

In cases of overpayment, the employee shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the employee's first pay warrant which includes a deduction for a portion of the overpayment. In cases where the one (1) year time frame would cause the monthly repayment deduction to exceed five percent (5%) of the affected employee's gross pay for that month, said deduction shall be limited to five percent (5%) of the employee's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

G. Salary Schedule Rules and Regulations

1. Salary Deductions

In the case where certificated managers are absent without pay for a full day or more for any reason other than jury duty, attendance as a witness, or temporary military leave, the number of workdays in the twelve-month contract year (246) will be used to adjust their annual salary.

2. Step Advancement

Effective January 2010, all continuing employees in the same position or same salary range shall be granted one increment on January 1 of each year until the maximum salary for the classification is reached. Step advancements due July 1, 2010, shall be delayed until January 1, 2011. This change does not affect step advancement due to the educational incentive program as defined in Chapter V, I.

CHAPTER V - PAY AND ALLOWANCES

3. Promotions

An employee who is assigned to a higher position classification shall have his/her salary determined on the appropriate salary range for the next year on the basis of the former position from which assigned, and then be allocated to the monthly rate on the salary range for the higher position classification in accordance with Section E.1.

4. Demotions

An employee who is assigned to a lower management position classification shall have his/her salary determined on the appropriate salary range for the next year on the basis of the position from which assigned, and then be allocated to the same rate if it appears on the lower range. If the rate does not appear, his/her salary shall be star-rated.

5. Method of Payment

The amounts shown on this salary schedule are monthly amounts. Pay dates for certificated managers will normally be on the last working day of the month in which it was earned, except that December's warrants shall be paid on the first working day in January. Pay dates for classified managers will normally be on the last working day of the month (pay period) in which it was earned.

H. Definitions

1. Work Year - Positions assigned to the Management Salary Schedule are assigned on a 12-month work year basis.
2. Range Number - The number assigned to a position or class of positions denoting the relative level of the position within the classification structure, as well as the current salary range for that position.
3. Increment - The differential in amounts of money between established steps of a given salary range. Progression between steps is on an annual basis, effective July 1 of a given fiscal year.
4. Promotion - Assignment to a position on a salary range having a higher salary range number than that of the former position to which assigned (excepting reclassification or reallocation).

CHAPTER V - PAY AND ALLOWANCES

5. Reclassification - Technical reassignment of a position to a higher or lower range, based upon an evaluation of the relative value of duties and responsibilities of the position within the classification structure.
6. Reallocation - Reassignment of a position or class of positions to a new salary range in terms of prevailing rates for comparable classes of positions, or internal or general adjustments of salary rates with reference to a position or classes of positions.
7. Star Rate - Salary is maintained at the same dollar rate until the maximum rate for the classification exceeds that dollar rate.

I. Educational Incentive Program (Steps A – I)

Managers shall be granted a one-step salary increase on the first of the month which is concurrent with or immediately following the satisfactory completion and verification of twelve (12) semester units of credit from an accredited institution or from the District's Staff Development Program. Proof of satisfactory completion shall be provided by the eligible employee and forwarded to the office of Classification and Compensation, Human Resources. Only courses completed following appointment as a manager may be applied toward credit for salary step advancement under this provision.

J. Overtime Pay

Management employees are not entitled to overtime pay.

K. Special Compensation for Extraordinary Effort

Management employees may receive special one-time compensation for extraordinary efforts. Nominations shall be made to the Chancellor's Cabinet. The Cabinet shall recommend to the Chancellor whether the nomination deserves special compensation and the amount. Upon endorsement by the Chancellor, the nomination and special compensation recommendation will be forwarded to the Board of Trustees for approval.

CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

A. Eligibility

Sick leave benefits shall be available to all management employees covered by this Handbook. Any time taken as sick leave for a full day or more, which upon termination, does not have a sufficient accumulation from which to draw, shall be recovered from the management employee. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Chapter X.

B. Application for Benefits

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District*, and shall be filed with the immediate superior for each separate time reporting period. Upon return, the management employee must file within three (3) calendar days a completed form covering any leave taken which was not included in any previous application. Physician's signature may be required on the prescribed form for leaves of any duration. Not less than three (3) work days prior to returning from sick leaves of thirty (30) calendar days or more, management employees must provide a written statement from the attending physician indicating recovery and fitness to resume a full range of normal duties as determined by the District. All physician's statements shall be definitive and include a diagnosis and prognosis for recovery.

*Requests to use "excess sick leave" may be made by a manager who has unused, "excess" vacation days that were converted to sick leave (Chapter XI, Section C.4.).

C. Authorized Uses

Absence from duty because of illness, injury, medical or dental appointment, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated sick leave may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

D. Sick Leave Allowance

Management employees with a full-time assignment shall be eligible for sick leave at the rate of one (1) day per month of service, beginning with the first month in which the manager begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportionate to and for assignments less than full time. Unused, full-salary sick leave shall accrue without limitation. A permanent management employee who resigns, and is rehired within thirty-nine (39) months of the last date of paid service, shall have all accumulated, unused full-salary sick leave credits restored. Monthly management employees who are also hourly instructors shall be eligible for sick leave privileges of both categories.

CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

E. Half-Salary Sick Leave

Full-time management employees shall have a potential of one hundred (100) workdays of sick leave at half-salary. The actual half-salary days awarded each year shall depend upon the number of full-salary sick leave days accrued.

Half-salary days shall be awarded if the total of full-salary days does not exceed 100 workdays, plus the current year's entitlement. Management employees may continue on half-salary sick leave from one fiscal year to the next and shall be eligible for a new entitlement of half-salary sick leave annually.

F. Transfer of Accumulated, Full-Salary Sick Leave

Management employees who have previously worked for another California school district may have their previous sick leave balance transferred to the San Diego Community College District, providing each of the following conditions is met:

1. Employment in the previous district as an employee was for a period of one calendar year or more;
2. Termination of employment with previous district was for reasons other than action for cause initiated by the employer; and
3. Employment with the San Diego Community College District is accepted within one year of termination from the other district.

G. Extenuating Circumstances and Special Conditions

1. Quarantines - Management employees who are unable to perform their duties because of legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.
2. Illness Preceding Death - In the event of the death of a management employee while absent because of illness, application for sick leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.

CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

3. Sickness While on Duty - An absence of less than a full day for illness shall not result in a management employee's pay or leave credits being reduced. Management employees who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked when the absence is one full day or more. Minutes shall be in increments of fifteen (15) minutes.
4. Work While Convalescing - An employee may return to work only when fully cleared as prescribed in VI. B. above. However, during an illness or while convalescing, a manager may be temporarily reassigned or allowed to return on a limited basis only at the discretion of the District to a position that they are medically able to perform. A manager shall not suffer a reduction in pay or involuntary demotion as a result of such temporary medical reassignment.
5. Service Credit for Retirement - Management employees whose retirement date is within one hundred-twenty (120) days of the last day of service with the District shall be credited for all days of accumulated, unused, full-salary sick leave to which the management employee was entitled on the final day of paid service to the District, provided that the manager was employed prior to July 1, 1980.

H. Personal Necessity Leave

1. A maximum of seven (7) days of accumulated, full-salary sick leave credit may be used at the discretion of the manager.
2. An absence of less than a full day for personal necessity shall not result in a management employee's pay or leave credits being reduced. Absences for personal necessity shall not be granted during a scheduled vacation or leave of absence.
3. Requests for Personal Necessity Leave are to be submitted in writing to the immediate supervisor for prior approval. In an emergency, requests for personal necessity may be made orally to the immediate supervisor. Upon return to duty a completed application for benefits prescribed and provided by the District shall be filed.

CHAPTER VI - SICK LEAVE AND PERSONAL NECESSITY LEAVE

I. Catastrophic Illness or Injury Leave

Unit members are permitted to contribute up to a maximum of five (5) accumulated vacation days. Management employees who are not in excess of their vacation accrual may elect to donate up to five (5) days of accrued sick leave [a minimum of eight (8) hours and in one (1) hour increments thereafter] per fiscal year to any employee in the District who otherwise meets the definition for receiving this category of leave. The parameters of the program are:

- a. The illness/injury of the employee must be serious (life threatening or expected to incapacitate the employee for an extended period of time) as verified by a physician. The District may require the employee who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;
- b. The contributions will be on an individual solicitation basis by the Management Unit after the ill/injured employee makes the need known to the Payroll and Benefits Services Manager, their President/Vice Chancellor, or unit representative;
- c. The ill/injured employee must have exhausted all accrued full-salary paid leave;
- d. Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) workdays may be utilized by the ill/injured employee per catastrophic illness/injury;
- f. Vacation or sick leave days, for Management employees who are not in excess of their vacation accrual, donated will be paid at the salary level of the employee who receives such days.

Section I. amended by Sideletter dated 7/25/11

CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE

A. Eligibility

Long-term leaves of absence, those in excess of thirty (30) calendar days, may be granted to permanent employees covered by this Handbook. Probationary employees are eligible for leave due to pregnancy or military leave only. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Chapter X.

B. Application for Benefits

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District with all necessary documentation attached, such as physician's statement of incapacity or prepared study program. Requests shall be submitted to the immediate superior in advance of the intended leave.

C. Authorized Uses

Long-term leaves are authorized for the following uses:

1. Professional Study Leave - Requests for professional study leave must be accompanied by an outline, in writing, of the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need for educational study and the potential value to the District, upon completion of such study.
2. Health Leaves (including leave due to pregnancy) - A management employee with insufficient leave or accrued employment time to qualify for sick leave, or who desires not to utilize accrued sick leave, may apply for health leave without pay. All requests for health leave must be accompanied by a physician's statement of incapacity, and return to duty is dependent upon evidence of recovery.
3. Service to Other Public Agencies and Institutions - Long-term leaves of absence may be granted to management employees to serve another public agency in some full-time capacity which will benefit the District and the employee. This leave may be used for exchange instructor/management assignments where the instructor's/manager's salary is to be paid by the other college or district, or by a foreign nation.

CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE

4. Long-Term Military Leave (more than thirty (30) workdays per year) - A management employee shall be granted leave for the purpose of serving in the armed forces for an extended period of time. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.
 - a. Salary Entitlement (first thirty (30) days) - A management employee who has a minimum of one (1) year of prior service with the District shall receive his/her salary for the first thirty (30) days of ordered military duty.

Pay for such purposes (deemed to be one month's salary) shall not exceed thirty (30) days in any college year.
 - b. Return to the District - A management employee, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service. However, the management employee shall not be entitled to sick leave, vacation, or salary for the period he/she was on leave, except as noted above.
 - c. Forfeiture of District Position - A management employee who voluntarily requests and obtains an extension of his/her tour of duty shall forfeit all rights of return to a position with the District.
5. Travel Leave - After ten (10) years of service with the District, a manager may apply for leave of absence for travel, without pay, for a period not exceeding one (1) contract year, to be taken on a one-semester or two-semester basis.
6. Other Leaves - A management employee may be granted a long-term leave of absence for other reasons at the discretion of the Chancellor.

D. Length of Leave

Long-term leaves of absence may be granted for periods up to a year, and may be extended on a year-to-year basis. The total period of leave may not exceed three (3) full years in addition to any remaining portion of the year in which the leave began.

E. Salary Considerations

All long-term leaves are taken without salary, except the first thirty (30) days of military leave or where FMLA/CFRA/PDL requires continued benefits. Salary step increases are allowed only for study leaves (where required units are earned), leaves to serve other public agencies, and military leaves or as required by FMLA/CFRA/PDL.

CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE

F. Retention of Earned Sick Leave

Management employees on long-term leaves of absence shall retain any prior sick leave which may have accumulated, but shall not accumulate any additional sick leave rights during the leave period.

G. Return from Long-Term Leave

At the expiration of a leave of absence, a management employee shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill; or, the employee may request a position in a lower grade.

H. Management Leave

1. Any manager shall be eligible for a management leave after having satisfactorily served the District for six (6) consecutive years, and shall be eligible again upon the completion of each additional six (6) years of service. Options include:
 - a. One (1) contract year or less at fifty percent (50%) salary.
 - b. Two (2) months in the summer added to one month of regular earned vacation at full salary.
 - c. One-half (1/2) contract year at full one hundred percent (100%) salary.
2. Approved purposes for management leave include:
 - a. Study
 - b. Travel
 - c. Research which will demonstrably contribute to professional growth.
3. A maximum of three (3) management employees shall be eligible for leave each fiscal year.
4. Applications for management leave shall be filed through the Chancellor on the form prescribed and provided by the District. Recommendation for approval/disapproval shall be communicated to the applicant within a reasonable time of application. Filing deadlines are:
 - a. October 1 - for leave to begin in the spring semester.

CHAPTER VII - LONG-TERM LEAVES OF ABSENCE AND MANAGEMENT LEAVE

- b. February 15 - for summer leaves and leaves to begin the following academic year.
- 5. Final action taken by the Board shall be communicated to the management employee, with explanation if disapproved.
- 6. Any manager taking management leave of one (1) contract year must return for a period of two (2) years, and any manager taking management leave for less than one (1) year must return for a period of one (1) year.

CHAPTER VIII - SHORT-TERM LEAVES OF ABSENCE

A. Definition

Immediate family shall include:

1. The employee's current spouse, guardian, or ward, and any other person living in the employee's immediate household; and
2. The employee and his/her current spouse's mother, stepmother, father, stepfather, grandparent, child, grandchild, stepchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

The above definition shall apply wherever reference is made to immediate family in this agreement.

B. Eligibility

Short-term leaves of absence may be granted to any management employee covered by this Handbook. Leave taken under this Chapter that qualifies as Family Medical (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Chapter X.

C. Application for Benefits

Requests for short-term leaves shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the management employee's supervisor in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

D. Authorized Leaves

1. Personal Business Leave Without Pay

An absence of less than a full day for personal business shall not result in a management employee's pay or leave credits being reduced. Permission to be absent without pay may be granted to any management employee, not to exceed thirty (30) calendar days.

CHAPTER VIII - SHORT-TERM LEAVES OF ABSENCE

2. Personal Business Leave with Pay

- a. Paternity/Adoption Leave - Upon the birth of a child, or in order for any employee to make final arrangements to adopt a child, a management employee, upon verbal request, shall be granted one (1) day of leave without loss of pay. Upon return to duty the management employee must submit the appropriate leave request form and validating documents.
- b. Bereavement Leave - Absence without loss of salary for a period not to exceed three (3) consecutive days - five (5) consecutive days if travel of more than five hundred (500) miles one (1) way is required - may be granted to a management employee upon the death of a member of his/her immediate family, as defined in Chapter VIII A., above.

The leave may be secured by verbal request, but requires completion of the appropriate leave request form upon return to duty.

- c. Short-Term Military Leave - A management employee shall be granted leave without loss of pay for the purpose of undergoing ordered preinduction physical examination for the armed services, and for the purpose of engaging in ordered, temporary military training, not to exceed thirty (30) workdays per year.

Short-term military leaves for active duty will be granted during the academic year when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.

The leave request form shall be submitted with copies of official orders attached.

- d. Leave for Court Appearance - When a management employee is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the management employee, a leave without loss of salary may be granted. The leave request form shall be submitted with a copy of the subpoena attached. Witness fees received by any employee shall be remitted to the Vice Chancellor, Business Services within ten (10) days of receipt of such fees.
- e. Jury Duty - Leave of absence shall be granted to any management employee called for jury duty. When responding to initial summons to determine eligibility for jury service, an employee shall be excused from duty with pay.

CHAPTER IX - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

A. Eligibility

Industrial accident and illness leave shall be available to monthly management employees covered by this Handbook immediately upon employment with the District.

B. Application for Benefits

An employee shall be required to verbally report an incident of on-the-job injury to their immediate supervisor within twenty-four (24) hours of the occurrence unless an emergency makes notification impossible. In addition to the verbal notification, all requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the management employee's immediate supervisor for each separate time reporting period. Upon return to work, the management employee shall file within twenty-four (24) hours for any remaining leave taken and not covered under previous applications.

A physician's statement may be required on the District's prescribed form or upon the physician's official stationery for leaves of any duration. When required, the physician's statement shall include a diagnosis and prognosis for recovery.

Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, management employees must provide a written clearance of the attending physician(s) indicating recovery, and fitness to resume a full range of normal duties as determined by the District.

C. Authorized Use/Definition

Industrial accident and illness leave is provided by the District for the purpose of augmenting temporary disability payments during absences due to on-the-job injury or illness (as defined by state code).

D. Leave Allowance

A maximum of sixty (60) working days of leave per accident may be granted to monthly management employees. The leave allowance is reduced by one (1) day for each day of absence caused by or related to the on-the-job injury, regardless of amount or method of compensation.

CHAPTER IX - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

E. Compensation

An employee injured on the job shall receive temporary disability allowances as provided for in the California Labor Code and Education Code. An employee will receive his/her full day's pay during the initial sixty (60)-day leave allowance period. Thereafter, the employee will receive his/her normal pay (utilizing sick leave, vacation, or compensatory time accrued) plus any temporary disability allowance, the aggregate amount of which shall not exceed the employee's normal salary or temporary disability allowance, whichever is greater.

The employee will be provided annually with a statement of all non-taxable temporary disability benefits received for filing with his/her income tax returns.

F. Leave Available Upon Expiration of Accident Leave

Sick leave, vacation, or other compensatory time off may be used in the following order:

1. The sixty (60) days' accident leave is paid first.
2. All regular full-salary sick leave is paid next.
3. Half-salary sick leave and money from the temporary disability allowance is paid next, the aggregate amount of which shall not exceed the greater of the employee's partial sick leave compensation entitlement or temporary disability allowance.
4. Vacation may be used if absence due to industrial injury or illness exceeds the sick leave benefits for which the management employee is eligible. Vacation may be used prior to half-salary sick leave, if requested by the management employee.
5. After all paid benefits are exhausted, the management employee receives any remaining temporary disability benefits directly from the District's compensation claims administrator, and the employee may be placed on long-term health leave without pay.

G. Absence Beyond Expiration of All Leaves

When all paid leave of absence has been exhausted, the management employee may be placed on a health leave of absence without pay. Such leave normally is granted for one (1) year only, but may be extended on a year-to-year basis for maximum of three (3) full years in addition to any remaining portion of the year in which the leave began. If a management employee has not sufficiently recovered by the end of the leave period, he/she shall retire if eligible, resign, or accept dismissal for reasons of health.

CHAPTER IX - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

G. Absence Beyond Expiration of All Leaves (Continued)

Application for reemployment from such management employee will be given first priority over all other available candidates when accompanied by evidence of full recovery and ability to meet current employment standards. If a management employee who was classified as a permanent management employee is rehired within thirty-nine (39) months after his/her last day of paid service, all rights, benefits, and responsibilities of a permanent management employee shall be restored.

H. Reconciliation of Leaves

Upon return to duty, following medical clearance, the money value of any disability payments in excess of the sixty (60) day leave allowance shall be converted to regular full-pay sick leave days, which are credited to the management employee's regular daily rate of pay to arrive at the number of sick leave days creditable.

CHAPTER X - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

A. FMLA/CFRA

1. Conditions

All leaves of absence taken in accordance with this Handbook, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA). Each employee's annual entitlement shall be credited to the employee on July 1 of each fiscal year. Unused FMLA/CFRA leave shall not accrue from year to year.

2. Eligibility

A manager qualifies for a FMLA/CFRA leave if he/she: (1) has been employed for at least twelve (12) months (need not be consecutive); and (2) has a minimum of 1250 hours of service in the twelve (12) months preceding the leave.

3. Notice

Managers wishing to take family and medical leave must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the manager must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave.

Whenever a manager provides notice to the District of the need for FMLA leave, the District is required to provide the manager with a notice detailing the specific expectations and obligations of the manager and explaining any consequences of the failure to meet these obligations.

4. Duration

FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Handbook may exceed twelve (12) weeks; however; nothing in this Handbook is intended to extend the provisions of the FMLA/CFRA.

CHAPTER X - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

5. FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying": (1) the birth of a child of the employee, and to care for the newborn child; (2) the placement of a child with the employee for adoption or foster care; (3) providing for the care of the employee's parent, child, or spouse who has a serious health problem; or (4) because of a serious health condition that makes the employee unable to perform the functions of his/her position.

6. Medical Certification

Managers shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA leave. Failure to do so may result in delay in granting the FMLA/CFRA leave. Medical certification required when the manager requests leave for the care of the employee's seriously ill child, spouse, or parent shall include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) an estimate of the time the health care provider believes the manager needs to care for the individual requiring the care; and (d) a statement that the serious health condition warrants the participation of a family member to provide care. Medical certification required for the manager's own serious health condition shall include (1) the date when the serious health condition began; (2) the probable duration of the condition; and (3) a statement that due to the serious health condition, the employee is unable to perform the functions of his or her position.

B. Pregnancy Disability Leave (PDL)

1. Conditions

A manager affected or disabled by pregnancy related conditions, is eligible for an unpaid Pregnancy Disability Leave. Pregnancy Disability Leave shall run concurrently with FMLA only.

2. Eligibility

Pregnancy Disability Leave is available to both probationary and permanent managers.

CHAPTER X - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS
ACT/PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

3. Duration

The duration of the pregnancy disability leave, including any paid leave taken due to pregnancy related disability, shall not exceed four (4) months. At the conclusion of the four (4) month period, the manager may request and if qualified be granted a leave under the provisions of the CFRA. Leaves of absence taken in accordance with this handbook may exceed four (4) months; however; nothing in this handbook is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

4. Medical Certification

The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition.

C. Compensation

Leaves as described in this Chapter are unpaid, except to the extent that paid accrued leave is used concurrent with these leaves.

D. Maintenance of Health Benefits

The District shall maintain the manager's health benefits coverage during the leave period as if the manager were still actively working.

E. Reinstatement

The District shall reinstate a manager on leave as provided for by this Chapter and the requirements of the law, to an equivalent position with the same pay and benefits, upon the manager's timely return from leave.

CHAPTER XI - VACATION

A. Eligibility

Vacation days shall be granted to all management employees covered by this Handbook, and in accordance with the provisions contained herein.

B. Application for Benefits

All requests for vacation shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be submitted to the immediate superior in advance. Management employees shall schedule their vacations with the prior approval of the immediate superior and the program president.

C. Regulations/Definitions

1. Assignment Years/Entitlement

a. Employees accrue vacation for each month of service as follows:

- 1) Effective July 1, 2000, one (1) through five (5) years of management service - 1.8 days (14.67 hours) for full-time assignment (approximately twenty-two [22] days per year).
- 2) Following the first day of the first month after completion of the fifth year and thereafter of management service - 2.08 days (16.67 hours) for full-time assignment (approximately twenty-five [25] days per year).

Effective July 1, 1989, service as a supervisor in the District shall be combined with management service in computing vacation entitlement. This benefit shall apply also to managers appointed prior to that date, but accrual shall not be retroactive.

b. Accrual rates granted under the provisions of any other contract or handbook shall be carried into a management position and retained as an earned benefit when it benefits the employee.

2. Break in Service

a. Military and Management Leaves - are credited as service for vacation eligibility purposes, but vacation days are not accrued during such leaves.

CHAPTER XI - VACATION

- b. Management Employees Who Have Had a Break in Service - will be given credit only for the total months of service with the District, except that service broken for periods of less than ninety (90) calendar days shall be disregarded when computing the number of full months completed.
- c. Unpaid Leaves in Excess of ninety (90) Calendar Days - shall be considered a break in service and will not be credited for vacation eligibility purposes.

3. Month

Employment by the fifteenth (15th) of the calendar month.

4. Vacation Accumulation

A manager's vacation days accumulated in excess of *three times (75 days maximum)* the annual entitlement as of June 30 shall be automatically omitted as of September 1 of each year unless the Chancellor has pre-authorized an extension of time during which "excess" vacation days may be taken. Under no circumstances will the extension of time exceed five (5) months (January 31). At the end of the extended time period unused "excess" vacation days shall be automatically converted to sick leave and credited to the manager's sick leave balance. (Chapter VI, Section B).

Any manager shall be compensated for vacation days in excess of their maximum accumulation when the following conditions have been met:

- a. The request for vacation is received no later than sixty (60) days prior to the end of any fiscal year (June 30).
- b. The request for vacation which would result in a loss of vacation days has not been approved.

5. Winter and Spring Recess

Vacation days taken during these periods when programs are not in session must be deducted from the accrued vacation entitlement.

CHAPTER XI – VACATION

6. Use of Vacation Days in Advance of Accrual

The Chancellor or his/her designee may permit management employees to use their vacation entitlement in advance of accrual for specific purposes approved on a case-by-case basis. Should the management employee resign, retire, or be reassigned to a position not eligible for vacation prior to fully earning and accruing vacation already taken, such excess days which were taken off as a full day or more will be deducted from his/her final pay warrant in the twelve-month assignment.

7. Vacation Scheduling

- a. Must be at the convenience of the District and approved by the appropriate supervisors.
- b. Each Program/District Headquarters/Department is responsible for ensuring that enough management employees with authority to make decisions are on duty at all times.
- c. Generally, vacations should not be taken prior to completion of six months in the assignment.
- d. Generally, no management employee, other than a terminating management employee, shall be permitted to take more than twenty (20) days at a time.
- e. Paid substitutes are not authorized for management employees on vacation; the person designated to act in an administrator's absence shall assume the responsibility.
- f. In the event that a vacation is interrupted by illness which is covered by the sick leave provisions herein, sick leave may be substituted for vacation days.

8. Exceptions

Those exceptions which will not seriously affect the operation of the District may be authorized by the Chancellor or the Vice Chancellor, Human Resources and Administrative Services.

CHAPTER XII - HOLIDAYS

- A. Any management employee covered by this Handbook shall be entitled to fifteen (15) holidays each year. Effective 2006, Cesar Chavez Day has been designated by the Board of Trustees as an additional holiday. All holidays shall be designated by the Board of Trustees by adoption of the District's Academic Calendar.
- B. Unit members shall be granted time off without loss in compensation on any scheduled workday which falls during the period December 25 and January 1 and is not one of the regular designated District holidays.
- C. Management employees shall be represented on any Districtwide committee established to study and effectively recommend a District Academic Calendar to the Chancellor.

CHAPTER XIII - INSURANCE BENEFITS

A. Active Managers

1. Medical

Effective January 1, 1999, the District will contribute the cost of medical, dental, and vision benefits for domestic partners that are enrolled by eligible managers in accordance with VEBA rules.

In accordance with the July 1, 2008 through June 30, 2011 Resource Allocation Formula (RAF) guidelines, the District will continue to pay the inflationary cost of health benefits (at the Kaiser rate), vision and dental through December 31, 2011:

- a. *Covering* premium increases to fully fund Dental and Vision coverage;
- b. *Fully funding* the least expensive Medical program;
- c. As much as possible raise the CAP of the other medical plans to match the District contribution rate to what is covered in b. above, if the other plan exceeds the CAP of b. above no additional funding will be provided;
- d. Hold any remaining funds in a reserve for future increases to be applied in the order noted.

This will be the only source of funds to cover increases in Health & Welfare benefits costs. If costs exceed these available resources, they will be borne by the employee, unless the Management Association elects to divert COLA resources to pay for benefit costs.

- 1) Health: The District shall contribute up to the maximum amount per month provide for by the RAF, as stated above, toward the cost of the premium (which includes coverage for the employee, spouse or domestic partner, and dependents) for any of the medical insurance plans offered by the District.

Eligible employees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.

CHAPTER XIII - INSURANCE BENEFITS

1) Health: (Continued)

The District shall contribute the same amount as that for active managers toward the premium for the District's group medical insurance on behalf of a surviving spouse of a deceased manager for a period of one (1) calendar year following the death of the manager. The District monthly payment shall apply toward the cost of the premium for any of the medical insurance plan options offered through the District. If the surviving spouse elects to participate in a plan option which exceeds the District contribution he/she shall be required to contribute the difference in the form of deposits at least one (1) month in advance. The District's contribution toward the medical insurance plan option shall be paid for a period of one (1) calendar year from the date of death of the manager.

2) Dental: Under the *RAF* guidelines described above, the District shall fully fund the premium for a group dental plan as the part of the first priority for use of the Benefit Reserve Fund providing two thousand dollars (\$2,000) of annual coverage for eligible employees and their dependents.

3) Vision: Under the *RAF* guidelines described above, the District shall fully fund the premium for the District's group vision insurance plan as part of the first priority for use of the Benefit Reserve Fund for all management employees.

2. Life Insurance: Premiums for straight-term life insurance under the terms of the District group plan in the initial coverage amount of one hundred thousand dollars (\$100,000) for each management employee shall be paid by the District.

3. Long-term Disability: The premium for the District's group long-term disability insurance plan shall be paid by the District for all management employees.

4. Contingent upon (1) approval of health care providers and (2) a determination that the District's medical premium rate does not increase, the surviving spouse or domestic partner may elect to buy into the District medical plan. This benefit shall become effective only at the time these contingencies have been met.

CHAPTER XIII – INSURANCE BENEFITS

B. Retirees – Service Retirement for Managers hired prior to April 1, 1989

1. Medical: The District shall contribute the same amount as for active managers toward the cost of the premium for any of the group medical insurance plan options offered through the District for all eligible retirees. The premium cost contributed shall include coverage for dependents. The managers shall have retired on service retirement under the provisions of PERS or STRS, and must have worked in a management position for the San Diego Community College District for a minimum of eight (8) years. Eligible retirees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance. Any retiree or their dependent(s) shall file on the first date eligible, for any state or federal government-sponsored health program for which he/she may be eligible and which benefits specifically supersede or offset those offered under a District plan. The District will reimburse the premiums required for managers or their dependent(s) to participate in such state or federal program.

The District shall contribute the same amount as that for active managers toward the premium for the District's group medical insurance on behalf of a surviving spouse of a deceased retiree, for a period of one (1) calendar year following the death of the retiree, provided the retiree was covered under the above paragraph on the date of death. If the surviving spouse elects to participate in a plan option which exceeds the District's contribution, he/she shall be required to contribute the difference in the form of deposits at least one (1) month in advance. The District's contribution toward medical insurance plan option shall be paid for a period of one calendar year beginning with the first day from the date of death of the retiree.

Retirees not meeting the above criteria for partial district-paid premium may continue to participate in the medical insurance plan by paying premiums to the District at least one (1) month in advance.

The Board may, at its option, waive the eight (8) year management service requirements described above, and may provide up to three (3) years of benefits to retiring managers who do not meet the eight (8) year management service requirement, if all of the following conditions are met:

- a. The person is retiring because of a terminal disease or injury;

CHAPTER XIII - INSURANCE BENEFITS

- b. The illness or injury has been confirmed by the retiree's personal physician and a second physician paid at the District's expense;
- c. The retiree has performed satisfactorily in the management position and has been evaluated satisfactorily.

After three (3) years of District paid benefits, the retiree may continue regular medical benefits by assuming all payment of the monthly premiums.

- 2. Dental: A premium shall be paid by the District toward the cost of Group Dental Insurance for retirees on the same terms as active managers, provided they have worked in a management position for the San Diego Community College District for a minimum of eight (8) years, and further provided that the individual be retired under the category of service retirement, under the provisions of PERS or STRS. Coverage options shall be provided on the same basis as for active managers.

The District shall pay the cost of dental insurance for the surviving spouse in the same amount as for active managers for a period of one (1) calendar year provided the retiree was covered under the above paragraph at the time of death.

Retirees not meeting the above criteria for district-paid premium may continue to participate in the district dental insurance plan by paying premiums to the District at least one (1) month in advance, provided the retiree is also a participant in the District's Group Health Insurance Plan.

- 3. Automobile Insurance: The District agrees to pay the same benefit as for active employees to age 65, (the retiree's sixty-fifth birthday). The managers shall have retired on a service retirement under the provisions of PERS or STRS, and must have worked in a management position for the San Diego Community College District for a minimum of eight (8) years.

The District shall also provide membership in an association, such as Automobile Club of Southern California, for the retiree, based on eight (8) years as a manager for the San Diego Community College District and retired under the provisions of a service retirement under PERS or STRS. This benefit shall end on the retiree's sixty-fifth (65th) birthday.

- 4. Those managers hired prior to April 1, 1989, will be vested for lifetime medical and dental benefits to which they would otherwise be entitled if they:

CHAPTER XIII - INSURANCE BENEFITS

- a. Voluntarily or involuntarily are reassigned from the Management unit into other District position(s);
 - b. Retire from such position after satisfying the conditions for retirement for service as specified in the Management Employees' Handbook.
5. Vision Insurance: All eligible retirees will be given the opportunity at the time of retirement and during open enrollment to participate in the District's vision care program by pre-paying an annual premium equal to that paid by the District for active managers.
6. Contingent upon (1) approval of health care providers and (2) a determination that the District's medical premium rate does not increase, the surviving spouse or domestic partner may elect to buy into the District medical plan. This benefit shall become effective only at the time these contingencies have been met.
- C. Retirees - Service Retirement for Managers Hired On or After April 1, 1989
1. The District shall provide to each eligible retiree a choice, including at least one Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods. The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Office.
 - a. The District shall contribute the same amount per month as for current active employees toward the cost of the premium for any of the medical insurance plan options offered through the District for all eligible retirees.
 - b. Eligible retirees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance.
 - c. Retirees who do not meet the qualifying criteria defined in C.2 below may continue to participate in the medical plan option of their choice by paying premiums to the District in advance.
 2. Eligible retirees as defined in this section shall mean those managers who have retired from the State Teachers' or Public Employees' Retirement Systems on a service retirement and who have worked as a contract employee for the San Diego Community College District for a minimum of twenty (20) years and are between the ages of sixty (60) and sixty-four (64) inclusive.

CHAPTER XIII - INSURANCE BENEFITS

D. Retirees - Hourly Employment Program

The following benefits shall be available to retired managers who have met the criteria and are participating in the Hourly Employment Program as defined in Chapter XVI, B. All benefit coverage defined under this section shall cease on the retiree's sixty-fifth (65th) birthday, or when the retiree's eligibility to participate in the Hourly Employment Program ceases, whichever occurs first.

1. Medical Insurance: The District shall contribute up to the maximum amount per month provided for by the RAF (see Appendix 2) toward the cost of the full individual premium (which includes coverage for dependents) for any of the medical insurance plan options offered through the District. Eligible employees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance. The employee and/or his dependent shall be required, however, to file for any state or federal government-sponsored health program for which he/she may be eligible.
2. Dental, Vision, Straight-term Life, Decreasing Term Life Insurance(s): The District shall pay the family premium toward the cost of the aforementioned group insurances on the same terms as for active managers as defined in Chapter I of this Handbook.
3. Automobile Insurance: The District agrees to pay the same benefits as for active managers. The District shall also provide membership in an automobile association such as Automobile Club of Southern California.

E. District Fringe Benefits Committee

The Management Association shall have one (1) representative on the District Fringe Benefits Committee.

F. Tax Advantage Research

Changes in the composition of the insurance benefit package without cost to the District may be reopened during the term of the Handbook.

CHAPTER XIII - INSURANCE BENEFITS

G. District Flex Plan (Effective January 1, 1988)

District agrees to implement Internal Revenue Code Section 125, which allows employers to structure benefit plans to provide options to its employees. Employees in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care. District offers employees participation in its Flex Plan for health care premiums, health care expenses, and dependent care expenses. Amounts included in the Flex Plan would not be subject to federal, state or social security taxes.

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular employee or group of employees and that any questions by any employee should be directed to his or her personal financial, legal, or tax advisor.

CHAPTER XIV - MANAGEMENT EMPLOYEE EXPENSES

- A.* District insurance coverage is available to management employees who may be sued for actions arising while engaged in District business. All District insurance is always supplementary to personal insurance coverage.
- B.* Upon the completion of work-related courses, a management employee shall be reimbursed for tuition, registration fees, and books. The total amount reimbursed shall not exceed three hundred dollars (\$300) per fiscal year for study in an accredited California institution or out-of-state institution.
- C.* The full cost of any meals, lodging, travel and related expenses incurred in the course of conducting assigned District business shall be paid by the District. Travel outside San Diego County is subject to the approval of the Chancellor.
- D.* The management travel and conference formula shall be based on one dollar fifty cents (\$1.50) per FTES. In addition, the District shall budget ten thousand dollars (\$10,000) for the travel of managers who are officers, presenters, or members of State or National committees, provided that the requesting manager shall have obtained the approval of the Chancellor prior to accepting the position of officer, presenter, or committee member.
- E.* Unreimbursed Expenses: The District expects its managers to incur expenses routinely for hosting third parties associated with the college, promoting the college before federal, state, and local governance and constituency groups and for maintaining the morale and cohesiveness of the employees and students. These expenses are not reimbursed by the District.
- F.* Management Development Funds: The District agrees to budget the sum of five thousand dollars (\$5,000) for management in-service activities to be recommended by the Management Association.

CHAPTER XV - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance may be filed whenever a party alleges that there has been a violation of the terms and conditions of this Handbook.
2. A superior/supervisor means the individual who assigns, reviews, and directs the work of the grieving management employee.
3. A party is a management employee or the District.
4. The failure of the management employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. Management's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
5. An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving management employee or of the staff.
6. Days shall mean calendar days.
7. Reference to any management representative shall include designee.

B. Procedure

1. First Step - Within thirty (30) days from the date on which the grievant knew or should have known that an alleged grievance has occurred, the grievant shall notify his superior of the alleged grievance, either orally or in writing. Within ten (10) days after such notification, the grievant and the grievant's superior shall meet and attempt to resolve the grievance through informal discussion. Within four (4) days after such meeting, the superior shall make his decision known, orally, to the grievant.

CHAPTER XV - GRIEVANCE PROCEDURE

2. Second Step - In the event the grievance is not satisfactorily resolved at Step One, within fifteen (15) days from the date of the superior's oral decision, the grievant and/or the Association shall file with the office of the grievant's President/Vice Chancellor or Chancellor a written grievance on the Grievance Form provided by the District. On said Grievance Form, the grievant shall set forth the alleged grievance and the remedy sought. Such forms are to be provided the management employee upon request at the District Human Resources Office. Within twelve (12) days from the date of filing of the written grievance, the President/Vice Chancellor or Chancellor, as the case may be, shall meet with the grievant and/or the Association in an attempt to resolve the grievance. Within twelve (12) days from the date of such meeting, President/Vice Chancellor or Chancellor shall provide a written decision to the grievant and/or the Association.

CHAPTER XVI - EARLY RETIREMENT

A. Reduced Load

On the approval of the Board of Trustees, managers shall be granted the option of fifty percent (50%) reduced load-early retirement under the following rules:

1. The managers must have reached the age of fifty-five (55) prior to the reduction in workload.
2. Managers must have been employed full time as managers for at least the minimum years required for vesting by their retirement system. If a manager was on a Board-approved paid leave of absence at any time during the immediately preceding five (5) years, such leave of absence will be counted as full-time employment.
3. The option of part-time employment may be exercised at the request of the manager and can be revoked only with the mutual consent of the Board and the manager. Participation in this program is limited to eight (8) years. Retirement is mandatory at the end of that period.
4. The manager shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits, including the District's health, dental, life insurance programs, and any other District-approved benefits.
5. Leave of absence benefits shall be reduced by fifty percent (50%).
6. The part-time employment shall be the equivalent of one-half of each regular workday of service required by the manager's assignment during his/her final year of service in a full-time position (unless there was an atypical assignment during that year), or full-time service the first or second half of a year, provided that in the event the manager elects full-time service during the second half of the year, he/she shall be required to furnish a third-party surety bond at his/her own expense indemnifying the District for all benefits and retirement contributions paid by the District in the event he/she does not render paid service during the second half of the year.
7. Contributions to the State Teachers Retirement Systems and Public Employees Retirement System (if eligible) shall continue at the full-salary amount.

CHAPTER XVI - EARLY RETIREMENT

B. Hourly Employment

1. At the discretion of the District, eligible manager members may be employed as hourly employees during each year following retirement, to a maximum of eight (8) years or age sixty-five (65), whichever occurs first.
2. Applicants for the early retirement hourly employment program shall have served a minimum of five (5) consecutive years of contract management service with the District and be between the ages of fifty (50) and sixty-five (65). Applications for participation in this program must be made each year not later than December 31 for the next ensuing fiscal year.
3. The District agrees to employ eligible managers as hourly employees during each fiscal year following District approval of participation. Eligible managers include those employees retiring from either the PERS or STRS. However, the compensation for each service year, irrespective of the applicable retirement system, shall be limited to the amount authorized under the STRS. Exceptions may be made by the Chancellor.
4. The District reserves the right to require a physical examination to determine fitness to participate annually during this program. If an employee is determined to be unfit to participate, the District is relieved of any further obligation hereunder.

C. Early Retirement Incentive

Managers who have served a minimum of five (5) consecutive years of contract management service with the District and who are retiring by *June 30, 2012*, may choose to take a three (3) month pre-retirement leave immediately prior to his/her retirement date. Once a retirement date has been declared, the manager shall not change that date. During the pre-retirement leave, the manager shall be paid their current salary with full benefits and continue receiving STRS/PERS Service Credit. The manager must notify the District of their intention to exercise this option six (6) months prior to their actual date of retirement.

CHAPTER XVII - MANAGER EVALUATIONS

- A. The joint District and Management Association goal is the development of Managers through evaluation and professional growth to enhance leadership.

The purpose of administrative evaluation shall be to assess managers' effectiveness, to encourage professional growth, and to make informed decisions regarding retention. The District is committed to the goal of strengthening management through professional development activities and evaluation of performance.

- B. Instruments

Any evaluation of managers will incorporate and utilize an instrument approved jointly by the District and the Management Association. (*See Appendix 3 for Management Evaluation Form*) Any other evaluation instrument introduced as an addendum or replacement shall be reviewed and agreed upon in the meet and confer process involving the District and representatives of the San Diego Community College Management Association. (See Appendix 4 for the description of the Management Feedback Survey Procedure and the Management Feedback Survey form.)

- C. Frequency

A comprehensive evaluation shall be completed following the frequency described below:

1. Annually during the first four (4) years of employment in the position.
2. Every three (3) years thereafter for managers not affected by provision 1.
3. An interim evaluation may be initiated at any time by the manager or by the manager's supervisor.

CHAPTER XVIII - DURATION

The provisions of this Handbook will remain in effect *July 1, 2008* through *June 30, 2011*. *The Management Unit and the District may each open a maximum of two (2) non-economic Chapters of the Handbook each year, unless additional sections are mutually agreed upon. All other Handbook provisions are continued each year.*

THE SAN DIEGO COMMUNITY COLLEGE DISTRICT

APPENDIX 1

PROCEDURE

4200.7

October 14, 1998

ADMINISTRATIVE RETREAT RIGHTS

APPLICATION

1. Any student services or instructional services administrator hired after June 30, 1990, who did not have faculty tenure within the District prior to the hiring date as an administrator, may be reassigned to a first-year probationary faculty position provided that he or she meets all of the following:
 - a. The administrator has served at least two years or more within the District in one of the following areas: a faculty member, a student services administrator or an instructional services administrator.
 - b. The administrator is being dismissed due to the elimination of that position as a part of an administrative reorganization or as a part of a reduction in work force among administrators, that is for reasons other than dismissal for cause as determined by the Board of Trustees. However, if another administrative position of similar rank and responsibilities is open within the District for which the administrator has the minimum qualifications, he or she shall be assigned to that position prior to being assigned to a faculty position. In no case shall the District reassign an administrator to a faculty position if evidence exists that justifies dismissal for cause as determined by the Board of Trustees.
2. This policy does not apply to certificated administrators hired before June 30, 1990. Any certificated administrator who had tenure rights shall maintain that right, provided they meet the minimum qualifications of the faculty position to which they are being reassigned.

ASSIGNMENT

1. Administrators must declare Faculty Service Areas prior to February 15 of each year. Failure to declare a Faculty Service Area will result in non-reassignment.
2. Any administrator can be assigned to a discipline in which he or she has the minimum qualifications as specified by the Board of Trustees of the San Diego Community College District.
3. Criteria for Faculty Service Area of Reassignment:
 - a. A position at one college or location which has had sufficient assignments in the discipline or service area by adjunct faculty members to justify an additional faculty member.
 - b. The Administrator's academic preparation, interest, and/or preference.

SUPERSEDES: 6/28/90

MGMT



SAN DIEGO COMMUNITY COLLEGE DISTRICT

RESOURCE ALLOCATION FORMULA (RAF)

FOR

COLLECTIVE BARGAINING

Effective July 1, 2008 through June 30, 2011

for the

Management Unit

PURPOSE

The purpose of this Resource Allocation Formula (RAF) is to provide a clearly defined method for the allocation of resources to employee units, to cover the operating costs of the District, and to fund priorities established by the District. In developing the RAF, the District took into consideration priorities such as, but not limited to, the following:

- Provide for salary and benefit improvements for its employees.
- Base economic improvements on actual revenue received from COLA, Growth, and State apportionment, and be responsive to reductions in continuous revenue.
- Provide resources to maintain a competitive position in the market and support the recruitment and retention of employees.
- Promote FTES growth to maximize continuous revenue.
- Provide resources to cover the inflationary costs related to services and operating expenses.
- The reduction of reliance on one-time funds (ending balances) to balance the annual budget.
- Provide funding to cover the increased costs related to new and expanded facilities provided through the use of Proposition S and Proposition N funds.

The RAF has also been designed to allocate resources responsibly, and in such a manner as to hopefully avoid future budget reductions, hiring freezes, and/or reductions in programs and services to be able to balance the annual budget.

From the increase in qualified RAF apportionment funds made available to the employee units each year, which typically is provided through a COLA adjustment, each unit will have general discretion over how its portion of these funds are distributed following past practices, provided they are used for improving the compensation or benefit levels of existing programs and services. If a bargaining unit wants to implement a new program or service, modify workload, or make changes that negatively impact the percent of instructional and non-instructional expenses (as defined in the State 50% calculation) within the unit, the terms and conditions of such changes will have to be negotiated with the District.

GENERAL TERMS AND CONDITIONS

Use of Funds

From the increase in qualified RAF apportionment funds allocated each fiscal year, each participating bargaining unit included in the formula shall have general discretion over how its portion of these funds are distributed. The intended use of the funds are to improve the compensation and/or benefit levels of those members represented by each bargaining unit, but may also be used to pay for reassigned time for the purpose of union business, at the discretion of the union following past practice. The cost of such reassigned time for union business shall be based on the replacement cost for the position(s) based on the level of FTE or FTEF reassigned time. As in past practice, faculty and staff reassigned time will be paid for at the contract rate where a contract replacement is made, and at the adjunct or hourly rate when the release time is filled with one or more adjunct or hourly staff. It is the District's discretion as to how a reassigned time replacement is filled. If a bargaining unit wants to implement a new program or service, modify workload, make changes that negatively impact the 50% calculation, or make any other changes not directly related to existing salary or compensation schedules or benefit programs, the terms and conditions of such changes will have to be negotiated with the District.

Following past practices, employee unit salary or benefit increases in restricted programs are to be absorbed by the program's funding.

Funding Sources

For the 3-year term of this agreement, the source of funds subject to this agreement are annual revenue increases from funded COLA, or other continuous general apportionment increases, excluding Growth, Stability funding, and Restoration funding. The total funds available to the units participating in this RAF shall not exceed the equivalent level of funding to increase the affected salary schedules by 100% of the State COLA percent, with the exception of the cost to extend the fully paid health (at the Kaiser rate), dental, and vision premiums through December 31, 2011 (Value for all units estimated at \$2.1 million, depending on health benefit inflation rates).

COLA and Apportionment Increases

The annual COLA and apportionment increases are reflected in Sections I & II, and the "Workload Measures" section of "Exhibit C" of the Apportionment document distributed by the California Community Colleges System Office (e.g. 2006-07 COLA = 5.92%; 2007-08 COLA = 4.53%). Continuous increases due to COLA and/or continuous apportionment increases are typically reflected in Section II-Inflation Adjustment, or clearly identified in Section V-Other Revenue Adjustments. The Exhibit C, or its equivalent, in the State Apportionment document will be used to identify all increases to continuous revenue from COLA or apportionment revenue.

RAF Economic Improvements Implementation Dates and Off-Schedule Payments

During normal budget years, when the State budget is finalized with certainty during or prior to the fall semester, on-schedule increases will take effect on January 1st and off-schedule payments will be made on January 31st for contract employees, and February 10th for adjunct and overload employees.

In years with budget uncertainty, such as during the 2008-09 fiscal year, RAF funds will be withheld until the P-1 is received, and/or until there is reasonable certainty that the RAF funds will be received, but no later than April 1st of each year. Once the determination related to RAF funds is made, the on-schedule changes will go into effect the first of the following month, and the off-schedule payments will be for the number of preceding months since July 1st. For example, if the final RAF allocation determination is made during March, the on-schedule changes would be effective April 1st, and the off-schedule payments would be for nine (9) months (July – March) at the RAF maximum on-schedule rate.

To qualify for off-schedule payments, employees must have been in a paid status after July 1st of the current RAF year. Employees who qualify for off-schedule payments will receive off-schedule payments based on their total salary related earnings from July 1 through the months covered by the off-schedule payments, except for summer adjunct faculty assignments which begin with earnings in the August 10th paycheck. For example:

Contract Faculty and Staff

Off-schedule payment will be equivalent to each employee's salary related earnings during the months in the off-schedule period, times the RAF COLA for each year. Faculty and Staff not employed for the full off-schedule period will have their off-schedule payment prorated.

Adjunct Faculty (Includes Overload)

Off-schedule payment for adjunct and overload assignments will be equivalent to each employee's salary related earnings during the off-schedule period, times the calculated RAF COLA for each year. Off-schedule payment for adjuncts teaching during summer session will be based on earnings beginning with the August 10th paycheck. (Contract faculty who teach summer or intersession assignments are considered adjunct faculty for purposes of this provision.)

Adjustments to RAF Unit Allocations

The full allocation of RAF COLA funds is contingent upon the District receiving full funding for COLA, Growth, and Apportionment Revenue as committed by the State and included in the District's Adopted Budget, approved on or before September 15th of each year. If any of these revenue sources, approved in the original State budget is reduced by the State after the RAF funds have been determined, but before they have been distributed, the RAF funds will be

reduced by the loss in revenue, proportionally by unit, provided the reduction in funding is solely due to reductions caused by the State, outside of the control of the District.

If reductions to apportionment funding levels are modified by the State after RAF funds have been distributed, the loss of RAF revenue will be deducted from the following year's RAF before distributions are made to the units, provided the reduction in funding is solely due to reductions caused by the State, outside of the control of the District.

Term of Agreement and Annual Reopeners

The term of this agreement is for three (3) years, covering the fiscal years 2008-2009, 2009-2010, and 2010-2011. Each bargaining unit, and the District, may each open a maximum of two (2) non-economic Articles of their respective contracts each year, unless additional sections are mutually agreed upon. All other collective bargaining agreement provisions are continued each year.

The terms and conditions of this agreement expire on June 30, 2011. Should a successor RAF agreement between the District and any unit not be in place on July 1, 2011, the terms and conditions of this agreement will not continue. Any agreement between the District and any unit, including side letters, memorandums of understanding and other written agreements, that are contingent upon this current RAF agreement, expire on July 1, 2011, and may be renegotiated as part of a successor RAF agreement, unless a written mutual agreement exists to the contrary.

Employee Health Benefits

Prior year RAF agreements included funds from equalization dollars to fund the inflationary premium costs for health benefits (at the Kaiser rate), dental and vision for employees of the participating units. Based on historical inflation rates, it was estimated that the benefit reserve funds would run out sometime around July 2010. For those units that participate in this new RAF agreement, it is understood that this agreement supersedes all previous RAF agreements, and the District will continue to pay the inflationary costs of health benefits (at the Kaiser rate), vision and dental through December 31, 2011. This agreement does not obligate the District in any way to pay any increases in premium costs beyond December 31, 2011.

Prior Year RAF Issues

Participation in this RAF agreement is contingent upon that unit agreeing that all issues related to prior year's RAF agreements, including equalization money that was set aside in the employee benefit reserve, are all resolved and not subject to challenge.

The prior RAF agreements included revenue sharing of growth funds. The RAF covering the 2007-08 year included a provision that provided 30% of growth revenue funded for that year be distributed to the participating RAF units. Participation in this new agreement is contingent upon each participating unit waiving their claim on the 2007-08 growth revenue and releasing the funds back to the District.

Other Revenue Sources

By participating in this RAF agreement, it is understood by all units that the only revenue available to each unit is from annual increases to continuous apportionment revenue, not to exceed an amount equivalent to 100% of the State COLA percent if applied to the salary schedules.

Expenditure Rebates from the State

The only revenue exception would be for reimbursements from the State that are directly related to a unit's expenditure of RAF dollars. If a bargaining unit or meet and confer group spends their RAF funds to purchase an improvement, such as adjunct office hours, which directly and specifically results in a full or partial reimbursement of the unit's funds spent on the improvement, from the State and received by the District, the reimbursement will be credited to the unit's RAF funds. Reimbursements that are directly or indirectly a result of the use of District funds outside the RAF dollars, such as but not limited to changes in FTE, FTEF, apportionment, productivity, enrollment, etc., are not included in or subject to this provision.

**SAN DIEGO COMMUNITY COLLEGE DISTRICT
RAF IMPLEMENTATION AND COST OUT METHODOLOGY
APPLICABLE TO 2008-09, 2009-10, 2010-11
EFFECTIVE JULY 1, 2008**

The RAF implementation and cost out methodologies are outlined below.

1. Provides funding each fiscal year equal to on-schedule percent equal to 100% of State COLA percentage. (For example, if State COLA is 5%, funds equivalent to provide a 5% across-the-board on-schedule salary increase will be provided.)
2. No cost outs required for portion of funds used to pay for across-the-board on-schedule salary increases.
3. If all funds are not used for across-the-board salary increases, non-across-the-board cost outs will be determined as follows:
 - 3.1 Same methodology as was used for previous RAF's except:
 - 3.1.1 Budget value for vacant positions will be excluded.
 - 3.1.2 100% of mandated benefit costs will be included.
 - 3.2 Cost outs will be based on a three (3) year cost out methodology, based on filled positions as of September 1st of each new year.
 - 3.3 Cost out methodology will be based on the additional cost of salary and mandated benefits when current salary schedule costs are compared to proposed salary schedule costs, after all employees are advanced three (3) years per current salary step advancement procedures (i.e. one-step per year).
4. Costs of other (fixed cost) economic improvements shall be based on the actual cost or set-aside amount of the improvement. For example, if \$10,000 is set aside and added to the adjunct medical reserve fund, \$10,000 will be charged against the available RAF allocation.
5. Contract continues on current January to January cycle for implementation of salary schedule and other contract related on-schedule increases, excluding class and step advances, which will occur as regularly scheduled.

MANAGEMENT EVALUATION FORM

Manager Evaluated	Title
Evaluator	Title

- A. INSTRUCTIONS: Definitions for performance level degrees:
5. Performance is exceptional. Meets definition as stated in #4 but has also demonstrated outstanding success in meeting a specific mission of the district. (Appraisal Factor #5 requires justification comments – see Section C)
 4. Performance is above average, showing consistent and important contributions which exceed expectations in this position.
 3. Performance shows satisfactory attainment of the principle objectives expected in this position.
 2. Performance has not reached a satisfactory level and is below average because of a specific deficiency.
 1. Performance shows more than one deficiency which seriously interferes with the attainment of the expected objectives of the position. (Appraisal Factor #1 requires justification comments – see Section C)

B. PERFORMANCE CRITERIA	PERFORMANCE LEVEL				
	1	2	3	4	5
1 Demonstrates effective time management					
2 Demonstrates decisiveness with good judgment					
3 Demonstrates professional growth					
4 Demonstrates effective working relationships with peers, subordinates and superiors					
5 Demonstrates effective leadership qualities					
6 Demonstrates ability to function as a team member					
7 Takes initiative in accomplishing organizational goals					
8 Demonstrates creativity in problem solving					
9 Promotes effective use of fiscal resources					
10 Completes administrative assignments on time					
11 Demonstrates integrity					

Overall Evaluation (Circle One):

- Exceptional
- Above Average
- Satisfactory
- Less Than Satisfactory
- Deficient

C. PERFORMANCE LEVELS 1 AND 5 REQUIRE JUSTIFICATION COMMENTS:

Attach additional sheets if necessary

D. PLEASE IDENTIFY ANY UNIQUE CONDITIONS that existed which influenced the evaluation of the management employee, such as “being a new employee” or “on an unusual assignment.

E. PLEASE COMMENT ON THE MANAGER’S COMMUNITY INVOLVEMENT relative to District interests, if appropriate

F. EVALUATOR’S CERTIFICATION

Evaluator’s Signature	Title	Date

G. I have discussed this report with my supervisor and have received a copy of it. I understand that my signature does not necessarily indicate that I am in agreement with the rating but is merely and acknowledgement that the discussion has taken place.

Employee’s Signature	Title	Date Signed
Signature of “Next Level” Manager	Title	Date

Management employees may, within ten (10) workdays of receipt of this Evaluation, submit a written response to the Evaluation. Response is to be submitted to the employee’s immediate supervisor and shall be included with Evaluation when Appeal is desired and also shall be attached to the Evaluation and maintained in the office of record*

H. Appeal of Evaluation Desired: Yes: No:

I. Appealed Evaluation was reviewed and discussed with employee:

Signature of "Next Level" Manager	Title	Date

*1 copy maintained by Assistant Chancellor/President
1 copy to employee

MANAGEMENT FEEDBACK SURVEY PROCEDURES

1. All managers who are scheduled for evaluation this year will utilize the Management Feedback Survey. By **November 1**, the Human Resources Department will provide to each member of the Chancellor's Cabinet a list of managers scheduled for evaluation.
2. By **November 30**, each manager who is utilizing the Management Feedback Survey will develop, in collaboration with his/her supervising manager, a list of persons who are to be surveyed that includes names, titles, and addresses.
 - a. The list will include all contract personnel who report to the manager and the manager's peers.
 - b. The list may also include hourly personnel, members of outside agencies with whom the manager works, and other personnel in the District, as appropriate and as determined by the manager and his/her supervisor.
3. The list (in hard copy and digital formats) will be sent to the manager's supervisor who will forward it to the individual designated in Human Resources.
4. An outside firm will be used to handle the distribution and collection of surveys. That firm will maintain all aspects of the survey process in the strictest of confidence.
5. Human Resources will forward the lists of those to be surveyed to the outside firm which will compile the information for distribution and collection of the surveys.
6. The surveys will be distributed through the District's interoffice mail system the third week of the spring semester and must be returned in a confidential envelope to the Human Resources Department within two (2) weeks. The Human Resources Department will provide the sealed envelopes to the outside agency where they will be processed.
7. The results of the survey instrument are confidential and will be reported via sealed envelope only to the manager who is the subject of the feedback and the superior who is evaluating the manager. The results of the survey will be considered in the context of the manager's assignment.
8. The results of the survey will be reported in this way:
 - a. A listing of the number of responses in each column for each statement, and
 - b. A transcription of any comments submitted.
9. The results of the survey will supplement the management appraisal process and will be used to inform the process but may not be used as the sole basis for the evaluation of a manager.

SDCCD Management Feedback Survey

Please review the following statements and indicate how they apply, in general, to the manager named below based on your experience in working with this manager. If you have insufficient knowledge of the manager’s performance with regard to any of the statements below, please mark the column titled “Don’t Know” for that particular statement. If any statement is not applicable to the manager’s assignment, please mark the column titled “Not Applicable” for that particular statement.

Manager: _____ Title: _____

Your position (optional):

Classified Staff Faculty Supervisory Management Outside Agency Other

	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know	Not Applicable
1. Takes responsibility for her/his decisions.	<input type="checkbox"/>					
2. Encourages faculty/staff leadership.	<input type="checkbox"/>					
3. Supports institutional excellence.	<input type="checkbox"/>					
4. Supports the institutional mission.	<input type="checkbox"/>					
5. Demonstrates personal integrity.	<input type="checkbox"/>					
6. Is respectful to others.	<input type="checkbox"/>					
7. Is accessible to faculty/staff	<input type="checkbox"/>					
8. Motivates others to do their best.	<input type="checkbox"/>					
9. Promotes teamwork.	<input type="checkbox"/>					
10. Provides the support necessary to accomplish assignments.	<input type="checkbox"/>					
11. Supports professional growth for faculty/staff.	<input type="checkbox"/>					
12. Gives recognition for a job well done.	<input type="checkbox"/>					
13. Responds to faculty/staff questions and/or concerns.	<input type="checkbox"/>					

- | | | | | | | |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 14. Demonstrates initiative in solving problems. | <input type="checkbox"/> |
| 15. Makes timely decisions. | <input type="checkbox"/> |
| 16. Effectively communicates goals and directions. | <input type="checkbox"/> |
| 17. Supports the shared governance process and is willing to consider other points of view. | <input type="checkbox"/> |
| 18. Fairly implements policies, procedures, bargaining agreements and applicable laws. | <input type="checkbox"/> |
| 19. Utilizes budget and other institutional resources effectively. | <input type="checkbox"/> |
| 20. Considers demographics, student learning and enrollment patterns in decisions. | <input type="checkbox"/> |
| 21. Has the requisite expertise for this position. | <input type="checkbox"/> |
| 22. Overall, is an effective manager. | <input type="checkbox"/> |

Please return this survey in the envelope provided.

Please comment on any statements you agree or strongly agree with.

Please comment on any statements you disagree or strongly disagree with, providing examples and/or recommendations for changes, as needed.

Other comments:

MANAGEMENT EMPLOYEES HANDBOOK

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
Academic Calendar Committee	38
Academic Managers Contracts	2
Acting Appointments	8
Administrative Appointments	7
Administrative Retreat Rights (Appendix I)	53
Administrative Transfer	7
Adoption Leave	28
Benefits Committee	44
Bereavement Leave	28
Catastrophic Illness or Injury Leave	22
Classification Titles	6
Court Appearance	28
Demotion	4
Demotions	17
Dental Insurance	40
Duration of Agreement	52
Early Retirement	49
Early Retirement Incentive	50
Educational Incentive Program	18
Employee Status	2
Evaluations	51
Extra Duty Assignments	5
Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA)	32
Flex Plan	45
Grievance Procedure	47
Half-Salary Sick Leave	20
Health Insurance	39
Health Leaves	23
Holidays	38
Hours of Work	10
Industrial Accident and Illness Leave	29
Insurance Benefits	39
Interim Appointments	8
Jury Duty	28
Life Insurance	40
Long-Term Disability	40
Long-Term Leaves of Absence	23
Management Development Funds	46
Management Employee Expenses	46

Management Employee Rights	4
Management Evaluation Form (Appendix 3)	62
Management Feedback Survey Procedures (Appendix 4)	65
Management Leave	25
Method of Payment	17
Military Leave - Long Term.....	24
Military Leave - Short Term	28
Overpayments	16
Paternity Leave.....	28
Pay and Allowances	11, 13
Personal Business Leave	27
Personal Necessity Leave.....	21
Pregnancy Disability Leave (PDL)	33
Professional Study Leave.....	23
Promotions	17
Reassignment or Demotion.....	4
Reduced Load - Early Retirement.....	49
Resource Allocation Formual (RAF) (Appendix 2)	55
Retirees - Hourly Employment Program.....	44
Retirees Insurance Benefits.....	41
Return from Long-Term Leave.....	25
Salary Placement.....	15
Salary Ranges.....	13
Salary Schedule.....	11
Salary Schedule Rules and Regulations.....	16
Salary Step Advancement	16
Selection, Classification and Transfer	6
Service to Other Public Agencies	23
Short-Term Leaves of Absence.....	27
Sick Leave.....	19
Temporary Disability Allowance	30
Transfers	7
Travel Expenses	46
Travel Leave	24
Tuition Reimbursement	46
Underpayments	16
Vacation	35
Vision Insurance	40
Voluntary Transfers	8