



PALOMAR COMMUNITY COLLEGE DISTRICT
Administrative Association Team Handbook

Approved by the Governing Board on September 25, 1990

Amended

January 1993

September 1993

October 1995

September 2000

January 2003

**RECEIPT FOR
PALOMAR COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE ASSOCIATION TEAM HANDBOOK**



I, the undersigned, acknowledge receipt of the Administrative Association Team Handbook (amended date January 2003) for the Educational and Classified Administrators of the Palomar Community College District.

I further understand that I am required to read and become familiar with all the provisions of these policies and my supervisor or Human Resources Services will answer any questions concerning these policies.

I understand that neither this handbook nor any provisions of this handbook is or implies an employment contract or any other type of contract.

Printed Name

Signature

Department

Date

TABLE OF CONTENTS

Subject	Page
INTRODUCTION	
Acknowledgement Receipt	2
Palomar College's Vision, Mission and Values	7
Welcome Message, Administrative Association Definition and Mission	8
Terms and Definitions Glossary	9
The Handbook	13
EMPLOYMENT POLICIES AND PRACTICES	
Classification Structure	15
Request for Reclassification	15
Procedure	15
Salary Schedule Guidelines	16
Salary Structure	16
Placement	16
Salary Advancement	16
Reclassification, Transfer and Demotion within the A.A.	16
Annual Increments	17
Educational Stipends Retreat Rights	17
Performance Evaluation	18
Educational Administrator Retreat Rights	19
Promotion	20
BENEFITS OVERVIEW	
Educational Administrator	21
Entitlement	21
Eligibility	21
Use of Vacation	23
Changes in Appointment	23
Payment of Unused Vacation	24
Miscellaneous	24
Special Provisions	24
Sick Leave Policy	25
Verification of Illness	25
Pregnancy Leave	25
Extended Sick Leave	25
Personal Necessity Leave	26

Subject	Page
Industrial Accident and Illness Leave	27
Family Care and Medical Leave	28
Eligibility for Family Care & Medical Leave	28
Right to Family Care & Medical Leave	28
Requests for Family Care & Medical Leave	29
Certification of Serious Health Condition from Health Care Provider	29
Right to Reinstatement	30
Intermittent or Reduced Schedule Leave	30
Terms of Family Care & Medical Leave	30
Effect of Family Care & Medical Care on Pregnancy/Disability Leave	31
Leaves Available	31
Compensation during Leave	31
Effect of Family Care & Medical Leave on Industrial Accident or Illness Disability Leave	32
Leave Available	32
Benefits and Reinstatement Pursuant to Combined Pregnancy Disability/Family Care and Medical Leave of Industrial Illness Disability/Family Care and Medical Leave	32
Benefits during Leave	32
Reinstatement	33
Critical Illness of Family Member	34
Long Term Leaves of Absence	35
Eligibility	35
Application for Benefits	35
Authorized Uses	35
Health Leaves (including leave due to pregnancy)	35
Short Term Leaves of Absence	36
Eligibility	36
Application	36
Authorized Leave	36
Bereavement Leave	36
Judicial Leave	36
Personal Leave	36
Medical Leave	36
Military Leave	37
Holidays	38

Subject	Page
Professional Growth Program	40
Purpose	40
Eligibility	40
Enrollment	40
Guidelines	41
Point System	41
Point Structure	42
Service in approved Professional Associations	42
Committee Membership	42
Community College Exchange Program	42
Requests for Changes/Additions to the Program	42
Completion Process	43
Stipends	43
Professional Growth Committee	43
Grievance/Ombudsman Policy	44
Level I	44
Level II	44
Level III	44
Guidelines	45
Discipline	46
Complaint and Problem Resolution Procedures	47
Purpose	47
Definition	47
Procedures	47
Separation from the District	49
Resignation	49
Retirement	49
Post-Retirement Employment	49
Termination	49
Reduction in Force	50
Death of an Active Employee or Retiree	50
 OTHER FRINGE BENEFITS	
Notary Public	51
Tax Sheltered Annuities	51
Flexible Pro-Tax Benefits IRS Section 125	51
Personnel Files	53
Changes in Personal Information	53
 HEALTH & SAFETY INFORMATION	
Alcohol and Drug Policy	54
Smoking Policy	54
Sexual Harassment	54
Workplace Violence	54

Subject **Page**

APPENDICES

Appendix A	California Military and Veterans Code 395	56
Appendix B	California Education Code 45059	61
Appendix C	California Law 88040	62
Appendix D	California Education Code 88205	63
Appendix E	California Education Code 79020	64
Appendix F	California Education Codes 87356/87458	66
Appendix G	California Education Code 87787	67
Appendix H	California Education Code 88192	68
Appendix I	Administrative Association Selection Committee Membership/ Composition	70
Appendix J	Administrative Association Team Members (Spring 2003)	72

PALOMAR COLLEGE'S VISION

Learning for Success

PALOMAR COLLEGE'S MISSION

Palomar College is an educational leader committed to quality learning. We provide our community knowledge, information, skills, and aesthetic appreciation necessary to live responsibly, effectively and creatively in an interdependent and changing world.

PALOMAR COLLEGE'S VALUES

Palomar College is a learning community dedicated to achieving student success and cultivating a love of learning. We strive to improve performance and outcomes based on evidence. To provide the highest quality learning and cultural experiences, we are guided by our core values of:

- Achieving excellence in teaching, learning, and service;
- Fostering integrity as the foundation for all we do;
- Providing access to our programs and services;
- Ensuring equity and fair treatment in all policies, processes, and procedures;
- Celebrating diversity in people, philosophies, cultures, beliefs, programs, and learning environments;
- Supporting inclusiveness of individual and community viewpoints in collaborative decision-making processes;
- Promoting mutual respect and trust through open communication and actions;
- Supporting innovation to enhance and enrich learning environments and services.

WELCOME MESSAGE

Welcome to the staff at Palomar Community College. This handbook was written to help make your transition to Palomar as smooth as possible; we welcome your input, your questions, and your enthusiasm. We work hard and have a sense of joy and pride in our accomplishments and in whom and what we are. We are aware of the important role Palomar plays in the community and are proud of the quality education we offer.

DEFINITION

“Educational Administrator” an administrator who is employed in an academic position designated by the governing board of the district as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or district. Educational administrators include, but are not limited to, chancellors, presidents, and other supervisory or management employees designated by the governing board as educational administrators.

“Classified Administrator” means an administrator who is not employed as an educational administrator.

[Government Code Section 87002 (b)]

OUR MISSION

The Administrative Association supports the Mission Statement of Palomar College:

Palomar College is an educational leader committed to quality learning. We provide our community the knowledge, information, skills, and aesthetic appreciation necessary to live responsibly, effectively, and creatively in an interdependent and changing world.

The primary goal of the Administrative Association Team is to promote student learning.

TERMS AND DEFINITIONS GLOSSARY

This glossary is specifically limited to terms covered in this handbook.

A

Accrued Sick Leave

Days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year-to-year.

B

C

Child

A biological, adopted, or foster child, a step-child, a legal ward or a child of a person standing *in loco parentis* who is either (a) under eighteen (18) years old or (b) over eighteen (18) years old and incapable of self-care because of a mental or physical disability.

D

E

Extended Sick Leave

Leave of up to one hundred (100) days compensated at fifty-percent (50%) of salary (see *Extended Sick Leave*).

Employee Benefits

All benefits provided to be made available to the Confidential and Supervisory Team members by the District, including group life insurance, health insurance, disability insurance, sick leave, vacation, educational benefits and pensions, regardless of whether such benefits are provided by a practice or written policy of the District.

Employment in the Same Position

Employment in the position, which the employee held prior to taking a family care and medical leave.

Employment in an Equivalent Position

A position that has the same or similar duties, pay and employment benefits, which can be performed at the same or similar geographic location as the position held prior to the leave.

F

G

Group Health Plan

Any plan provided or contributed to by the District to provide health care (directly or otherwise) to the employers, employees, former employees, or the families of such employees or former employees.

H

Health Care Provider

An individual:

- **Holding a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate; or**
- **Duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or**
- **Who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family Care and Medical Leave Act of 1993; or**
- **Who is a certificated Christian Science Practitioner?**

I

Immediate Family

Spouse, children, grandchildren, domestic partner, siblings, parents and grandparents of the employee or spouse of the employee, siblings of parents or grandparents of the employee or the spouse of the employee, and spouses and children of said siblings. The aforesaid relationship may be natural, adoptive or established by marriage.

Industrial Accident and Illness

A work-related injury or illness.

Intermittent Leave

A leave taken in separate blocks of time due to a single illness or injury and may include leave period from one hour or more to several weeks.

J

K

L

M

Member of Immediate Household

A person whose regular residence is the home of the employee and who has resided with the employee for at least twelve (12) continuous months.

March 15th Notices

N

O

P

Parent

A biological, foster, or adoptive parent, a stepparent, a legal guardian or someone who stood *in loco parentis* to an employee when the employee was with child.

Q

R

Reduced Leave Schedule

A leave schedule that reduces an employee's usual number of working hours per day or per week.

S

Serious Health Condition

An illness, injury, impairment or physical or mental condition which involves either of the following:

- **Inpatient care (overnight stay) in a hospital, hospice or residential medical care facility; or**
- **Continuing treatment or continuing supervision by a health care provider.**

Sick Leave

Days for which an employee is paid but is not required to work because of illness or injury.

Spouse

A husband or wife according to California state law.

I

U

V

W

X

Y

Z

INTRODUCTION – THE HANDBOOK



The Administrative Association Team

The Administrative Association Team provides leadership and service to facilitate student learning and support faculty, staff and students. The Administrative Association Team at Palomar College joins in a partnership with faculty, who are responsible for maintaining the quality in learning, and the classified staff, who provide vital support to that end. The Administrative Association Team services and guides the faculty, staff and students of the College through innovative management and effective use of resources, with respect for each person's worth, dignity, and contributions. The Administrative Association Team is committed to providing students, faculty and staff with the opportunity to achieve their maximum potential. Through this achievement, the College will fulfill its mission.

The Handbook

This handbook sets forth the philosophy, purpose, policies and procedures for the Administrative Association Team of Palomar College, except where otherwise specified in individual contracts of employment with the District. It is a guide to provide equally basic information on policy and procedure as well as an expression of the commonality of purpose that exists among members of Palomar College's Administrative Association Team. It addresses authority, responsibility and accountability as well as participation in managing operational functions and services.

The policies and procedures that follow are for reference and information. They provide a framework that facilitates effective leadership. This policies and procedures deal with appointment, evaluation, compensation, benefits, leaves, professional development, and other conditions of employment. If there is a conflict between the information provided herein and Governing Board policy or local, state, or federal law, the Governing Board policy and/or the law shall prevail.

The Governing Board designates positions included in the Administration, which for the purposes of this handbook shall be called the Administrative Association Team. The Administrative Association Team is made up of Executive Administration, Senior Administration and members of the Administrative Association as follows: Educational Administrators and Classified Administrators. Positions are listed in Appendix J.

The Responsibilities of the Administrative Association Team

The administrative responsibilities of team members may include but are not limited to the following functions, within the scope and limits of authority appropriate to that position:

- Propose, research, development and administer policies and programs, for both strategic planning and operational effectiveness, establish and monitor progress toward program goals and objectives; evaluate accomplishments and make necessary adjustments in plans, priorities and objectives to meet specific needs or changing conditions.
- Define duties and positions, establish organizational structures, and determine long-range staffing requirements to meet program demands.
- Develop, justify, and administer program or department budgets and authorize expenditures and services.
- Determine methods, techniques, systems, and materials required to meet program and department goals.
- Assess the impact of and make recommendations regarding substantive changes in laws, policies, and programs.
- Represent Palomar College to the public, media, other educational institutions, and professional associations.
- Select, train and evaluate staff; assign and direct their work; provide leadership and motivation for staff growth and development.
- Promote and comply with all aspects of the District's faculty and staff diversity/affirmation action plan by actively participating in establishing affirmative action goals for departments/offices/programs and recruiting for positions in which under-utilization of minorities and/or women have been identified. The Administrative Association Team is committed to affirmative action and to enriching the cultural and ethnic diversity of the staff and students at Palomar College.
- Abide by the Statement of Ethics for Administrators

Within the limits of their approved and authorized job functions, members of the Administrative Association Team may be expected to perform with the following authority:

- To operate independently.
- To make judgments and decisions, which commit Palomar College to various courses of action within, authorized job function.
- To integrate and coordinate program areas and functions with others so resources are used most efficiently and effectively to respond to identified needs.
- To anticipate and respond to needs and problems, many of which are not covered by existing policy or guides and which require the development of new programs, techniques, or other innovative methods.
- To develop proposed policies, procedures, and/or recommendations that have College-wide impact; that involve extensive analysis of complex subjects; that involve major responsibility for persuading others to follow course of action.
- To consult with other members of the Administrative Association Team, Chancellor's Office and staff or with others when the groups may have divergent needs and consensus must be established.
- To consult with legislators and staff when designated by the Superintendent/President.

EMPLOYMENT POLICIES AND PROCEDURES

CLASSIFICATION STRUCTURE

The placement of each Administrative Association position in a group identified in **Appendix J** is premised on an assessment of the primary function of the position. With the exception of the Executive Administration and the Chief Advancement Officer, positions of the Administrative Association Team are classified using the "point factor" method of job evaluation.

The "point factor" evaluation methodology provides an objective measure of the knowledge, complexity, accountability and working conditions required of a position. Each position is assigned a specific number of points for each of the four factors based on the level descriptions contained within each factor. The resulting point total corresponds to a specific salary range.

REQUEST FOR RECLASSIFICATION

The Administrative Association Team members may initiate requests for position reclassifications. Ordinarily, such requests are made when changes occur that significantly affects the position. These changes may include changes in complexity organization, scope of management responsibility, job demands, extent of authority, or accountability in decision making. Position reclassifications require Governing Board approval. A written explanation is provided to the employee and supervisor whenever a request is denied. Reviews are conducted by Human Resource Services.

Procedure

1. An employee, the employee's supervisor, or Human Resources Services (District) may initiate a Request for Reclassification.
2. A Request for Reclassification may be initiated at any time. Normally, it shall take no more than 30-days to review a position. In any case, a progress report shall be issued by Human Resource Services 30-days after receiving a request.
3. The Request for Reclassification, along with an updated position description, is submitted to Human Resource Services for review.
4. As a part of the review process, Human Resource Services may schedule an on-site audit of the position.
5. The final recommendation including title, salary range and step placement will be reviewed with the employee and the supervisor prior to submission to the Superintendent/President for approval and submission to the Governing Board for action. The final recommendation will be made no later than sixty (60) days after receipt of the Request for Reclassification and updated position description.
6. An employee may submit a written appeal within five (5) working days of receiving notice of the final recommendation.
7. The Appeals Committee shall be composed of two (2) members selected by the Administrative Association Team and two (2) members selected by the Executive Administration. Each member shall have one (1) vote. Ordinarily, within thirty (30) days of receiving an appeal from an employee, the Appeals Committee shall make a recommendation to the Assistant Superintendent/Vice-President for Human Resource Services who shall make the final recommendation as set forth in paragraph number six above.
8. Exceptions to timeframes may be made upon mutual consent of the parties involved.
9. Requests that result in a reclassification will become effective the first of the month following Governing Board approval.

SALARY SCHEDULE GUIDELINES**Approved by the Governing Board on May 9, 1990****A. SALARY STRUCTURE**

The current salary schedules for Administrative Association Team members are available through the following web page link:

<http://www.palomar.edu/hr/fringe/>

B. PLACEMENT

Placement beyond STEP 1 must have the written recommendation of the appropriate executive administrator and the approval of the Superintendent/President or designee. Current Administrative Association Team members who accept a higher-level position are guaranteed a minimum five (5) percent upward adjustment in salary.

C. SALARY ADVANCEMENT

Salary advancement shall occur annually on July 1 until the maximum step has been reached. Other salary increases are considered annually. New employees hired on or prior to the first day of spring semester will advance on the following July 1. New employees hired between the first day of spring semester and the following July 1 will advance on the salary schedule on July 1 following one full year of employment.

D. RECLASSIFICATION, TRANSFER, DEMOTION WITHIN THE ADMINISTRATIVE ASSOCIATION

The appropriate Vice-President, in consultation with the Assistant Superintendent/Vice-President for Human Resource Services, must make salary recommendations for all of the following. All such salary changes require the approval of the Superintendent/President and the Governing Board.

1. An employee whose position is reclassified to a higher salary range shall be placed on the first step of the appropriate range, which provides a minimum five (5) percent/upward adjustment in salary.
2. An employee who transfers from one position to another in the same salary range shall receive no salary adjustment.
3. An employee on the Administrative Association Salary Schedule who voluntarily demotes to a position in a lower salary range shall be placed at the same or lower step in the new range. Salary will be determined based on qualifications, experience, and internal equity considerations.
4. **a)** An employee on the Administrative Association Salary Schedule who is demoted involuntarily as a result of overages in staffing, need for layoff, need for reduction in hours, or critical need for special skills will be placed at the same step in the new range. Affected employees who are given such notices via official MARCH 15th notification shall have their salaries protected through JUNE 30th of that same year. **b)** An employee on the Administrative Association Salary Schedule who is demoted involuntarily as a result of disciplinary action shall be placed on the new salary range in accordance with the terms of the disciplinary action. Such placement may be at a lower step in the new range than the employee's current step. It may not be higher than the employee's current step.

E. ANNUAL INCREMENTS

Effective July 1, after service at the maximum step and annually thereafter, an employee is eligible for an annual longevity increment of one (1) percent to be added to the employee's base salary per the adopted salary schedule.

F. EDUCATIONAL STIPENDS

Employees on the Administrative Association Salary Schedule who have an earned doctorate from an accredited institution will receive an annual stipend of \$1,200. The stipend is not part of the base salary.

PERFORMANCE EVALUATION

Approved by the Governing Board on 2000

PERFORMANCE EVALUATION

http://www.palomar.edu/aa/documents/AA_Evaluation_Form.pdf

The primary purposes of performance evaluation are employee development and improved communication between the supervisor and the employee regarding the employee's level of job performance and a mutual understanding of performance requirements and contributions.

Performance evaluations are conducted annually and should indicate the areas in which the employee is performing satisfactorily, where improvement is needed, and where the employee has made unique and significant contributions to the department/office or to the College. The rating and evaluation of an employee should be conducted in a manner that improves employee performance. Evaluations are considered in employment decisions on reclassification, demotion, transfer and termination as well as for determining successful completion of the probationary period.

EDUCATIONAL ADMINISTRATOR RETREAT RIGHTS

In accordance with Education Code Section 87458, an instructional or student services administrator hired after June 30, 1990 who was not previously tenured shall have the right to become a first year probationary faculty member at the conclusion of the administrative association assignment if all of the following apply:

1. The administrator meets the minimum qualifications for the discipline in accordance with Education Code 87356.
2. The administrator has completed at least two years of satisfactory district service as a faculty member or as an instructional or student services administrator.
3. The termination of the administrative association assignment is for any reason other than cause.

This policy does not apply to:

1. Administrators who were hired *prior* to July 1, 1990.
2. Administrators who are part of the classified service.

Procedure

The Superintendent/President shall consult with the Faculty Senate President and the appropriate Department Chairperson(s) when determining whether the administrator meets the minimum qualifications for the discipline being considered for assignment.

The Superintendent/President and the Faculty Senate President shall jointly advise the Governing Board of any administrative reassignments. The Faculty Senate President has the right to present the Faculty Senate views, in writing, before the Governing Board takes action.

Administrators reassigned as probationary faculty members shall be paid in accordance with the terms and conditions of the Faculty Salary Schedule.

Guidelines

In addition to meeting the minimum qualifications, the following criteria should be considered before assigning an administrator to a discipline:

1. There are sufficient assignments currently held by adjunct faculty to make a full-time assignment for an additional faculty member.
2. The administrator has sound academic preparation in the discipline and has expressed an interest, and/or a preference for the assignment.

This policy may be revised upon the recommendation of the Faculty Senate or the Superintendent/President. All proposed revisions to the policy will be reviewed and agreed upon jointly by the Faculty Senate and the representatives of the Governing Board before being submitted to the Governing Board for approval.

PROMOTION

PROMOTION

The Administrative Association Team encourages employees to apply for promotional opportunities in the District for which they are qualified through the outside recruitment process. Promotions and transfers are based on the ability, qualifications and potential of all candidates for the positions. Palomar College seeks to hire and promote those applicants who best meet the needs of the District.

BENEFITS OVERVIEW

Approved by the Governing Board (BP 172 – Vacation 88-12639)

This section applies to *only* twelve (12) month educational administrators.

It is the responsibility of each member of the Administrative Association Team to notify the appropriate administrator of any and all absences from his/her assignment.

Approved by the Governing Board (BP 172.1)

ENTITLEMENT

1. Each member of the Executive Administration, Senior Administration and Administrative Association Educational and Classified Administrators appointed on a twelve (12) month basis is entitled to twenty-two (22) working days of vacation with pay annually, accrued at the rate of 1.834 working days per month.
2. Eligible employees who are employed in restricted programs in specially funded positions are subject to any special provisions contained in such restricted programs and are not eligible to use accrued vacation beyond the duration of the funded program. Vacation accruals not used within the timeframe allowed are forfeited.
3. Each part-time member of the Executive Administration, Senior Administration and Administrative Association Educational and Classified Administrators appointed on a twelve (12) month basis is entitled to accrue vacation leave at a rate consistent with the percentage of time worked.

ELIGIBILITY

The following positions are eligible for the vacation entitlement of twenty-two (22) days:

Assistant Superintendent/Vice-President for Finance & Administrative Services
Assistant Superintendent/Vice-President for Human Resource Services
Assistant Superintendent/Vice-President for Instruction
Assistant Superintendent/Vice-President for Student Services

Chief Advancement Officer/Vice-President of the Foundation
Dean, Arts & Languages
Dean, Career & Technical Services
Dean, Counseling/Matriculation
Dean, Human Arts & Sciences
Dean, Media, Business & Community Services
Dean, Mathematics and the Natural and the Health Sciences
Dean, Student Support Programs

Budget Analyst
Coordinator, International Education
Counsel, Contracts & Special Projects
Director, Athletics
Director, Business Services

Director, Disabled Student Programs & Services (DSPS)
 Director, Enrollment Services
 Director, Escondido Center
Director, Extended Opportunity Programs & Services (EOPS)
 Director, Facilities
 Director, Financial Aid & Scholarships
 Director, Fiscal Services
Director, Gear-Up/Federal Student Support Programs
 Director, Information Services
Director, Institutional Research & Planning
 Director, Library/ETV
 Director, Marketing Communications
 Director, Public Information
 Director, Public Safety Programs
Director, Regional Occupational Programs (ROP)
 Director, Student Affairs
 Director, Student Health Services
Director, Telecommunications Special Grant Project
 Director, Vocational Programs
Economic Development Coordinator
 Fire Technology Supervisor
 Fiscal Administrator
 Institutional Research Analyst
 Manager, Broadcast Operations
 Manager, Client Services
Manager, Community Education Programs
 Manager, Community Services
 Manager, Digital Satellite Network
 Manager, Education Center
 Manager, Education Center/Counselor
 Manager, Educational Television
Manager, Environmental Health & Safety/Facilities Planning
 Manager, Escondido Center
 Manager, Fiscal Operations
 Manager, Food Services
 Manager, Human Resource Services
 Manager, Instruction Office
 Manager, Library Staff and Services
 Manager, Marketing Services
Manager, Network & Technical Services
 Manager, Payroll
 Manager, Research & Development
 Manager, Systems & Programming
 Manager, Theatre Operations
 Manager, Web Services
Manager, Worksite Education & Training
Non-credit Matriculation Coordinator/ESL
 Police Chief
Program Coordinator, Tutoring Services
Project Manager/Information Services

Approved by the Governing Board on (BP 172.2 – Use of Vacation)**USE OF VACATION**

1. Vacation time accrued beyond the maximum must be taken during the fiscal year it is earned in or during the following fiscal year. Accrued vacation must be taken within the year it is earned or during the next accrual year. Vacation time earned and not used may be accumulated up to a maximum of thirty (30) days that may be carried over from year-to-year. Accrued vacation beyond thirty (30) days not used in the current or succeeding accrual year will be lost and no compensation shall be paid to employees who fail to use their vacation entitlement.
2. Employees eligible for the special provisions may carry over forty-four (44) accrued vacation days from year-to-year. Accrued vacation beyond 44 days not used in the current or succeeding accrual year will be lost, and no compensation shall be paid to employees who fail to use their vacation entitlement. *<That is, an eligible employee may have a "reserve" of 30 or 44 vacation days that he/she may elect to use or to be paid for at termination, resignation, or retirement.>* Ongoing accruals must be used in the year in which they are earned or in the following year, or they are forfeited without pay.
3. Vacation may not be taken in advance except under extenuating circumstances with authorization from the appropriate Executive Administrator.
4. **Beginning July 1, 1996**, when an employee accrues the maximum allowable vacation days, the employee shall not accrue any additional vacation days beyond the maximum accrual until vacation days are used to reduce the accrual below the maximum. **Beginning July 1, 1996**, employees with vacation accruals in excess of the maximum will cease to accrue vacation until the excess accrual is used.
5. If an employee has accrued the maximum number of vacation days, an exception to C.4. may be granted if the needs of the District require denial of vacation leave or if the employee is on sick leave. The written request will require approval of the immediate supervisor, the appropriate vice president and the Superintendent/President. Any increase in the maximum that is approved must be taken within six (6) months from the date of approval unless the employee is on sick leave or other approved leave of absence.

Approved by the Governing Board on (BP 172.3 – Changes in Appointment)**CHANGES IN APPOINTMENT**

1. Twelve (12) month employees accepting appointments to positions which are not eligible for accrual of vacation shall use all accrued vacation leave prior to the effective date of the new appointment if it is not possible to use the accrued leave prior to the effective date of the new appointment, a maximum of thirty (30) days unused accrued vacation may be paid to the employee before beginning the new assignment (except that 44 days would be paid per section 176.6 Special Provisions).
2. Employees accepting a position which is eligible for accrual of vacation shall begin accruing vacation as described in the policy effective at the beginning date of the appointment.
3. The accrued vacation of an employee accepting an assignment to a position which is eligible for accrual of vacation shall be transferred to the department to which he/she is transferred or reassigned and the vacation accrual becomes the obligation of the new department.

Approved by the Governing Board (BP172.4 – Payment of Unused Vacation)**PAYMENT OF UNUSED VACATION**

1. Upon termination, retirement or resignation from the District, employees are entitled to be paid for unused vacation earned in the current or previous accrual year up to a maximum of thirty (30) days at their current rate of pay (except that 44 days would be paid per 172.6, Special Provisions).
2. The value of unused vacation credits up to a maximum of thirty (30) days earned in the current and previous accrual year by an employee who dies in District service will be paid to the employee's estate (except that 44 days would be paid per 172.6, Special Provisions).

Approved by the Governing Board (BP 172.5 – Miscellaneous)**MISCELLANEOUS**

1. Employees are not entitled to accrue vacation while on leave-without-pay, during a break in service, or after the last day that service is performed.
2. Holidays, which occur during vacation periods, will not be charged to vacation.
3. If an employee's vacation becomes due during a period when s/he is on leave due to illness or injury, s/he may request that the vacation date be changed and the Supervisor may grant such request in accordance with vacation dates available at that time.

Approved by the Governing Board on June 13, 1995 (BP 172.6 – Special Provisions)**SPECIAL PROVISIONS**

1. Classified employees hired prior to July 1, 1988 are subject to the following:
 - a) A maximum of forty-four (44) days of earned vacation may be accrued and used anytime upon approval. Upon termination, retirement, or resignation from the District, eligible employees shall be paid for a maximum of forty-four (44) days accrued vacation at their current rate of pay.
 - b) Beginning, July 1, 1996, when an employee accrues the maximum allowable vacation days, the employee shall not accrue any additional vacation days beyond the maximum accrual until vacation days are used to reduce the accrual below the maximum. Beginning July 1, 1996, employees with vacation accruals in excess of the maximum will cease to accrue vacation until the excess accrual is used.
2. By previous agreement, twelve (12) month Educational Administrators employed prior to July 1, 1985, are subject to the following provisions:
 - a) A maximum of forty-four (44) days of earned vacation may be accrued and used anytime upon approval. Upon termination, retirement, or resignation from the District, such employees shall be paid for maximum of forty-four (44) days accumulated vacation at their current rate of pay.
 - b) Beginning July 1, 1996, when an employee accrues the maximum allowable vacation days, the employee shall not accrue any additional vacation days beyond the maximum accrual until vacation days are used to reduce the accrual below the maximum. Effective, July 1, 1996, employees with vacation accruals in excess of the maximum will cease to accrue vacation until the excess accrual is used.

SICK LEAVE POLICY

Each member of the Administrative Association Team employed on a full-time basis is entitled to twelve (12) days per year leave of absence for illness or injury. A member of the Administrative Association Team employed for a full work week, but less than a full fiscal year, is entitled to that proportion of twelve (12) days as the number of months she/he is employed bears to twelve (12).

Each member of the Administrative Association Team employed on a part-time basis is entitled to sick leave based on the number of hours worked per days prorated one (1) day per month of service.

Sick leave need not be accrued prior to taking such leave and sick leave may be taken at any time during the employee's work year. Sick leave not taken in any year shall be accumulated from year-to-year.

Sick leave may be used for medical, psychological, dental or optical examinations or treatment.

VERIFICATION OF ILLNESS

The District may require verification of illness either in the form of a licensed physician's written statement or a statement by the employee describing the nature of the illness on a form acceptable to the District. Normally, a physician's statement will not be required for a short-term illness unless the district has valid grounds for requesting such a statement.

PREGNANCY LEAVE

A member of the Administrative Association Team is entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave may not be used for childcare, child bearing, or preparation for child bearing, but is limited to those disabilities noted above.

The employee and the employee's physician determine the length of timing of leaves for maternity reasons. However, the District may require a verification of the extend of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District. The District will bear the cost of a physical examination by a physician appointed by the District.

EXTENDED SICK LEAVE

Each member of the Administrative Association Team is credited once a year with a total of not less than 100 days of 1/2 paid sick leave, including sick leave days under the sick leave policy. Such days of paid sick leave, in addition to those days of sick leave granted by the sick leave policy, are compensated at 50% of the employee's regular salary. Such additional days are exclusive of any other paid leave, holidays, or vacation to which the employee may be entitled. With the agreement of the District, however, an employee may use other paid leave, holidays, or vacation, before using the additional sick leave days compensated at 50% of the employee's regular salary. Such days of paid sick leave granted under this policy of extended sick leave are not accumulated from year-to-year.

PERSONAL NECESSITY LEAVE

A member of the Administrative Association Team may use six (6) days of accumulated sick leave each year in cases of personal necessity, including any of the following:

1. Death or serious illness of member of the employee's immediate family or household (see Bereavement Leave).
2. An accident, which is unforeseen involving the member's person or property, or the person or property of a member's immediate family;
3. Appearance in any court or before any administrative tribunal as a litigant, party, or as a witness under subpoena or any order made with jurisdiction;
4. In cases of compelling personal importance such as an emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.

Except for 1, and 2, above, use of sick leave for personal necessity should be requested/approved in advance whenever possible.

NOTE: For purposes of this leave and all other leaves that are used for the care or benefit of a member of the employee's immediate family or household, the immediate family/member of household is limited to: spouse, domestic partner, parent, child, son/daughter-in-law, grandparent, grandchild, brother, or sister of the employee or of the spouse of the employee, or any person who lives in the same household as the employee.

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

Members of the Administrative Association Team are eligible for industrial accident and illness leave for personal illness or injury which has qualified for workers compensation under the provisions of the [State Compensation Insurance Fund](#)¹. Employees must have served continuously for three years before they are eligible for the benefits of this leave.

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 the California Education Code Section 88192 ([Appendix H](#)) for classified employees and by the California Education Section 87787 ([Appendix G](#)) for Educational Administrators. Detailed information on the use of industrial accident and illness leave is available from Human Resource Services (HRS) and Payroll Services.

¹ <http://www.scif.com/>

FAMILY CARE & MEDICAL LEAVE

Approved by the Governing Board on December 13, 1994

Eligible members of the Administrative Association Team are entitled to take up to twelve (12) weeks of unpaid leave in any twelve (12) month period for family or medical leave inclusive of earned sick leave for one of the following reasons:

1. The birth or placement of a child for adoption or foster care with the employee within one (1) year of such birth or placement;
2. To care for the employee's spouse, child, parent or member of immediate household with a serious health condition; or
3. If an employee has a serious health condition that makes the employee unable to perform their job.

If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

Eligibility for Family Care & Medical Leave

Administrative Association Team members are required to have completed more than one (1) year of continuous service with the District to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by an Administrative Association Team member in that position. If an employee separates from service after attaining more than one year of continuous service and is subsequently re-employed by the District, the employee is not eligible for family care and medical leave until they complete another year of service.

Right to Family Care & Medical Leave

Subject to the terms and conditions stated in this policy, an eligible employee shall be granted an unpaid family and medical leave for up to a total of twelve (12) work weeks in any year after making a request and providing certification for such leave in accordance with the procedures set forth below:

This policy is intended to comply with the Federal Family Medical Leave Act of 1993, 29 U.S.C., 2601 et seq., and the California Family Rights Act of 1991 as amended October 5, 1993, California Government Code 12945.2. This policy shall be interpreted so that there will be no violation of either state or federal law.

Requests for Family Care & Medical Leave

1. If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty (30)-calendar days written notice is required.
2. If the employee learns of factors necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District ASAP. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.
3. If the employee's need for the leave is foreseeable due to a planned medical treatment for the employee or planned supervision of a child, parent, spouse or member of the immediate household with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling or treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty- (30) calendar day's written notice is required.

Certification of Serious Health Condition from Health Care Provider

1. If the leave is requested to care for a child, parent, spouse, or member of the immediate household with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider.
 - a. The certification shall include:
 - The date on which the serious health condition commenced;
 - The probable duration of the condition;
 - An estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care;
 - A statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent, spouse, or member of the immediate household.
 - b. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with the procedures set forth above.
2. The leave is requested for the employee's serious medical condition, the District may require certification of the serious medical condition by their health care provider.
 - a. The certification shall include:
 - The date on which the serious health condition commenced;
 - The probably duration of the condition;
 - A statement that, due to the serious health condition, the employee is unable to perform the functions of their position.
 - b. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with the procedures set forth above.
 - c. If the District has reason to doubt the validity of the certification, the District may require the employee to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the employee undergo a third examination conducted by a health care provider jointly selected by the District and the employee. The third opinion shall be binding on the District and the employee. All subsequent opinions obtains after the initial certification shall be at the District's expense.

- d. Prior to returning to work after an employee has been granted family care and medical leave for their own serious medical condition, the District may require the employee to obtain certification from their health care provider that the employee is able to resume their duties.

Right to Reinstatement

An employee returning from a family care and medical leave shall be assigned to the position they occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges and status. Additionally, an employee's use of family care and medical leave will not result in the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

Intermittent or Reduced Schedule Leave

Leave taken because of the serious health condition of the employee or the employee's spouse, child, parent, or member of the immediate household may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law.

Leave taken because of the birth of a child or placement of a child with the employee shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.

If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.

Terms of Family Care & Medical Leave

1. An eligible employee who requests family care and medical leave for their own serious health condition is required to use all accrued sick leave and extended sick leave. Since family care and medical leave is limited to duration of twelve (12) work weeks, it is unlikely the employee will run out of extended sick leave within the duration of the family care and medical leave for a particular individual serious health condition.
2. An eligible employee who requests family care and medical leave to care for the employee's spouse, child, parent, or member of the immediate household is required to use all personal necessity leave and accrued vacation as part of the twelve (12) work week period. Nothing in this policy shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.
3. During the period of family care and medical leave, the District shall maintain coverage under the group health plan in which the employee is enrolled for a maximum of twelve (12) workweeks. The coverage shall be under the same terms and conditions as if the employee had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the employee if the employee fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition.

4. During the period of the family care and medical leave, the employee is entitled to continue to participate in PERS. The District is not required to make plan payments to any retirement plan or to count the leave period for purposes of time accrued under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the employee has elected or the District has required the employee to utilize accrued vacation or other paid leave; applicable payments will be made to the retirement plan. In addition, accrued vacation or other accrued paid time off shall count towards time accrued under the retirement plan in the same manner as if the employee had utilized the paid leave other than for family care and medical leave. Employees are allowed to continue making contributions to their retirement plan, in accordance with the terms of the plan, during the unpaid portion of the leave.
5. The employee shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
6. The employee returning from family care and medical leave shall return with no layoff and seniority-related benefits, such as vacation.
7. Other than as set forth in this policy, the District shall not discharge, fine, suspend, expel, refuse to hire, or discriminate in any fashion against any individual who:
 - Utilizes the family care and medical leave set forth in this policy.
 - Gives information or testimonies regarding the employee's own family care and medical leave, or another employee's family care and medical leave, in any inquiry or proceeding related to family care and medical leave.

Effect of Family Care & Medical Care on Pregnancy/Disability Leave

Family Care and Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees *may be* entitled to a disability leave in addition to a family care and medical leave.

1. Leaves Available

Leave taken under the pregnancy disability policy set forth in Pregnancy Leave runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) work weeks (approximately seven (7) months).

2. Compensation during Leave

Leave necessitated by pregnancy, miscarriage, childbirth and recovery there from shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any other available extended sick leave during the period of the pregnancy disability/family care and medical leave.

The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available extended sick leave.

The employee may also elect, or the District may require, the employee to utilize any other paid leave during the pregnancy disability/family care and medical leave. Nothing in this policy shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.

Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

1. Leave Available

Leave taken under the industrial accident or illness disability policy set forth in Industrial Accident and Illness Leave runs concurrently with family care and medical leave under both federal and California state law.

Eligible employees who suffer an industrial accident or illness on the job are entitled to sixty (60) days of leave at full salary less the amount of temporary disability payments provided by Workers' Compensation. Consequently, an eligible employee may take a combination industrial accident or illness disability/family care and medical leave for a maximum total of twelve (12) work weeks of family care and medical leave. The sixty (60) days of industrial accident disability leave shall be deducted from the twelve (12) workweeks of family care and medical leave. All such payments of salary will be coordinated with any state disability Workers' Compensation or other wage reimbursement benefits for which employees may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

Upon termination of the sixty (60) days industrial accident or illness leave, an employee may elect, or the District may require, the employee to use accumulated sick leave or extended sick leave to compensate the employee for the difference in pay between the workers' compensation temporary disability payments and the employee's regular salary. At no time shall the employee receive more than their full salary.

In the event the employee elects or is required to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the employee must use any available extended sick leave during the remaining period of the industrial accident or illness leave/family care and medical leave.

When an employee has exhausted all available paid leave, they shall be notified, in writing, of the depletion of the leave. The employee shall be offered the opportunity to request additional unpaid leave within five (5) days of the mailing of such notification.

Benefits and Reinstatement Pursuant to Combined Pregnancy Disability/Family Care and Medical leave or Industrial Illness Disability/Family Care and Medical Leave

1. Benefits during Leave

The District shall maintain coverage under the group health plan in which the employee is enrolled for employees who are eligible for either of the combination leaves for the length of the approved leave. In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination leave.

Employees on a combination leave, who paid coverage ceases in accordance with this policy, may continue their group health insurance coverage through the District in conjunction with Federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Employees should contact Human Resources Services (HRS) for further information.

2. Reinstatement

An employee returning from a combination leave shall be reinstated pursuant to the reinstatement rights set forth in the section *Right to Reinstatement*.

However, if an employee returning from a combination leave is unable to perform the essential functions of the job because of a physical or mental condition, the Americans with Disability Act (ADA) may govern the District's obligations to that employee.

CRITICAL ILLNESS OF FAMILY MEMBER

Members of the Administrative Association Team are entitled to three (3) days per year with pay in case of Critical Illness or Accident for a member of the immediate family or household. This leave is in addition to that allowed for personal necessity and is not deductible from any other authorized leaves or absences.

LONG-TERM LEAVES OF ABSENCE

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. All long-term leaves are taken with salary, except the first thirty (30) days of military leave.

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 supervisor in advance of the intended leave.

AUTHORIZED USES

Long-term leaves are authorized for the following uses:

Health Leaves (including leave due to pregnancy)

An Administrative Association Team employee with insufficient leave or accrued employment time to qualify for sick leave, or who desired 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.

SHORT-TERM LEAVES OF ABSENCE

ELIGIBILITY

Short-term leaves of absence of less than one (1) calendar month may be granted to any Administrative Association Team employee covered by this Handbook.

APPLICATION

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 Administrative Association Team employee's immediate supervisor in advance of the intended leave, unless otherwise stated by the provisions of the specific leave.

AUTHORIZED LEAVES

Short-term leaves are those, which include the following:

BEREAVEMENT LEAVE

Absence without loss of salary for a period not to exceed three (3) days and five (5) days if minimum travel of 400 miles one-way is required may be granted to a Administrative Association Team employee upon the death of a member of their immediate family; or of any relative living the immediate household of the employee, or of an individual with whom the employee had a spouse-like relationship.

Immediate Family Includes: spouse, domestic partner, children, grandchildren, siblings, parents and grandparents of the employee or spouse of the employee, siblings of parents or grandparents of the employee or the spouse of the employee, and spouses and children of said siblings; the aforesaid relationship may be either natural, adoptive or established by marriage.

Leave may be secured by verbal request, but require appropriate leave request form upon return to duty.

JUDICIAL LEAVE

Members of the Administrative Association Team are entitled to leave with pay when required to perform jury duty during scheduled working hours. Members of the Administrative Association Team are asked to notify their supervisor when they are notified of pending jury duty service.

PERSONAL LEAVE

Upon the recommendation of the Superintendent/President, the Governing Board may grant a leave of absence with or without pay and/or benefits to members of the Administrative Association Team for personal and/or special reasons. Such leaves are limited to one year.

MEDICAL LEAVE

Upon the recommendation of the Superintendent/President, the Governing Board may grant a leave of absence with or without pay and with fringe benefits to members of the Administrative Association Team for up to one year. The district may require verification of the extent of disability or illness through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District. The District will pay the portion of cost for a physical examination by a physician appointed by the District that is not paid by the employee's health benefit plan.

MILITARY LEAVE

Military leave required by the National Guard or Reserve Units shall be granted in accordance with the California Military and Veterans Code 395/California Education Code 45059 (Appendix A).

NOTE: An employee's failure to return from any leave of absence will be considered job abandonment and the employee will be terminated effective the last day of paid service.

HOLIDAYS

Eligible members of the Administrative Association Team are granted **15** holidays with pay to be scheduled each year by the District:

New Year's Holidays (2)
 Martin Luther King, Jr. Day
 Lincoln's Day
 Washington's Day
 Spring Holiday
 Memorial Day
 Independence Day
 Labor Day
 Admissions Day
 Veteran's Day
 Thanksgiving Holidays (2)
 Christmas Holidays (2)

Employees are eligible for paid holidays provided they are in paid status during a portion of the working day immediately preceding or succeeding the holiday.

Holidays that occur during other paid leaves such as vacation or sick leave are not charged to the paid leave balances.

Members of the Administrative Association Team **exempt** from overtime provisions described in this handbook who are required to work on a District holiday are entitled holiday pay and may take another day off in lieu of the holiday or be paid for the hours actually worked at their regular rate of pay.

Pursuant to California Education Code, Section 88205², the Board may designate other days in lieu of February 12 (Lincoln's Day), the third Monday in February (Washington's Day), the last Monday in May (Memorial Day), September 9 (Admissions Day), or November 11 (Veterans Day) provided that such designated days will provide at least a three-day weekend. If any classified employee would be entitled to the regular paid holiday but would not be in a paid status during any portion of the working day immediately preceding or succeeding the day so designated in lieu of such holiday and therefore would not be entitled to such day in lieu of the holiday, he/she shall be entitled to the regular holiday; however, if he/she is required to work on such holiday, he/she shall be paid compensation at the rate of time and one-half of his/her regular rate of pay in addition to the regular pay received for the holiday.

Classified employees also shall be granted pursuant to applicable and current law additional holidays which are declared by the President or the Governor, as provided for in subdivisions (b) and (c) of CA Education Code, Section 79020³, for a public fast, Thanksgiving or holiday; or any day declared a holiday under Education Code Section 79022. To be eligible for any such additional holidays, classified employees must be in paid status during a portion of the working day immediately preceding or succeeding the holiday.

² Refer to Appendix D, California Education Code, Section 88205.

³ Refer to Appendix E California Education Code, Section 79020.

Regular classified employees who are not scheduled to work during Christmas vacation are entitled to be paid for Christmas Day and New Year's Day provided they work the last work day scheduled by the District before Christmas vacation or the first work day scheduled by the District after Christmas vacation. Compensation for all other holidays requires employees to be in a paid status on the workday immediately preceding or succeeding the paid holiday. If the District closes for December holidays any remaining workday(s) that are not covered by Christmas Day and Christmas Eve and New Years Day and New Years Eve, and other applicable floating holidays shall be declared District paid holidays.

PROFESSIONAL GROWTH PROGRAM For Classified Employees in the Administrative Association

PURPOSE:

The purpose of the Classified Professional Growth Program is to provide incentive to classified employees to enhance and update their performance in classified service by offering avenues of improvement through continuing education and involvement in professional organizations and associations.

ELIGIBILITY:

Only permanent employees are eligible.

ENROLLMENT:

Notices are sent to all eligible employees time to enroll in the Professional Growth Program for the fall, spring, and summer sessions.

Employees must attend at least one Professional Growth Training Workshop before submitting program for approval.

Professional growth plans must be job-related or part of a specific career plan. The benefits of the plan to the District and to the employee must be identified by the employee before the plan can be approved.

Transcripts must be submitted along with the Declaration of Intent.

Programs must be submitted in writing by completing all required forms.

The deadline for submission to Human Resource Services is stated in the general notice, usually no later than one week prior to registration for the fall, spring, or summer sessions. It is recommended to list alternate courses in the event some courses aren't available. **ALL** classes require prior approval.

The Professional Growth Committee will notify the employee in writing of the Committee's decision regarding the program submitted.

Programs must be completed within three (3) years from date of initial approval.

GUIDELINES:

Employees may be allowed to take up to four (4) hours of class per week during work time if the class is directly related to the employee's current job as determined by the Vice President of Human Resources.

Credit may be earned for seminars and workshops attended during the release time which will improve the level of job performance or skill, provided the employee pays any expenses incurred. Advance written approval is required. No credit is earned for workshops, conferences, or classes paid by the District.

Credit may be earned for courses, seminars, and workshops that are job-related, part of a career plan, or that would benefit the District.

No credit is earned for personal enrichment courses, workshops, and/or seminars.

No professional growth credit is given for:

- Audited class;
- Course work requested by a supervisor and taken during the employee's work time;
- Courses taken while on a paid educational leave;
- Courses taken at levels below or equal to previous successfully completed course work unless justification is approved by the committee;
- Courses paid for by the District.

Professional growth credit may be granted for credit by examination only if that course is a requirement for the degree/certificate program being pursued.

A course may be repeated for Professional Growth credit if the college catalog allows repetition of that course for credit.

A grade of "C" or better must be earned. If letter grades are not given for a course, a letter of satisfactory completion, duly signed by the instructor, is required.

Attendance at conventions, participation in setting up regional workshops, or serving on a state committee will be subject to approval providing it is job or career-change related. Advance written approval is required. (A copy of the convention program, registration verification, and a report on the convention must be submitted to the Professional Growth Committee following attendance at such conventions or meetings.)

Active service/membership in professional organizations, state or national committees, and other professional associations will be reviewed for approval by the Professional Growth Committee. Such participation must be related to the employee's current position, to a career plan, and/or benefit the District. Released time to attend approved professional organization conventions may be counted for Professional Growth credit.

Employees seeking professional growth credit for participation in professional organizations, committees, and/or associations must provide verification of their participation. Points for active participation are limited to no more than one point per year.

Active service/membership on recognized campus governance committees and certain task forces will be reviewed for approval by the Professional Growth Committee. Points for active participation on committees are limited to .50 per year.

Employees who elect the one-time \$2,000 lump sum stipend must wait three years before beginning another Professional Growth Plan. There is no waiting period between programs when employees elect the \$500 annual stipend.

Point System:

The point system, as listed below, includes credit for:

- credit courses
- Job-related adult education courses
- attendance at job-related workshops and/or seminars
- attendance at career-change workshops and/or seminars
- service in professional organizations
- service/membership on Palomar College governance committees
- Community College Exchange Program

Point Structure

Twenty (20) Professional Growth Program occurs when 20 professional growth points have been earned. The entire 20 points can be earned through classroom course work. A minimum of 12 Professional Growth points must be earned through classroom course work.

<u>Course Work</u>	<u>Semester Points</u>	<u>Quarter Points</u>
5 unit course	10	6.666
4 unit course	8	5.333
3 unit course	6	3.999
2 unit course	4	2.666
1 unit course	2	1.333
15 week non-credit course	3	
8 week non-credit course	1.5	

Workshops/Seminars

1-2 hours	.25
3-4 hours	.50
5-6 hours	.75
7-8 hours	1.00

Hours may be accumulated within a 3-year program toward points. The record will be kept by the Professional Growth secretary.

Service in Approved Professional Association (Service = Officer or Committee Chair)

Employees seeking professional growth credit for participation in professional organizations, committees, and/or associations must provide verification of their participation. Points for active participation are limited to no more than one point per year.

Committee Membership .50 for each year of service

Active service/membership on recognized campus governance committees and certain task forces will be reviewed for approval by the Professional Growth Committee. Points for active participation on committees are limited to .50 a year

Community College Exchange Program

One point for each two (2) working months of participation up to a maximum of six (6) points.

REQUESTS FOR CHANGES/ADDITIONS TO PROGRAM:

Changes/additions require prior written approval and must be submitted for consideration to the Professional Growth Committee.

COMPLETION PROCEDURE:

It is the responsibility of the classified employee to apply for Professional Growth credit and to verify completion of the program no later than February 15, July 15, or September 15 of the semester following program completion.

The employee applies for the stipend when 20 Professional Growth points have been accumulated. Notice of Completion form and supporting documentation shall be submitted to Human Resource Services. Supporting documentation consists of transcripts, grade cards, certificates, or in the case of non-credit courses, a statement of completion by the instructor verifying course completion.

STIPENDS:

Eligible employees may earn a total of five (5) stipends during the course of their employment. Employees with more than five (5) stipends who are enrolled in an approved Professional Growth program prior to July 1, 2002, will be allowed to complete the program and receive the stipend if the program is completed successfully within the time allowed. Employees who currently have more than five (5) stipends will continue to receive all stipends but are not eligible to earn additional stipends.

Employees have the option to receive an annual stipend of \$500 in pro-rated monthly payments or to receive a one-time lump sum stipend of \$2,000. Annual and lump sum stipends may be combined up to a total of five (5) stipends. The selection of an option is irrevocable.

Employees who elect the one-time \$2,000 lump sum stipend must wait three (3) years before beginning another Professional Growth Plan. There is no waiting period between programs when employees elect the \$500 annual stipend.

The Professional Growth Committee secretary (Human Resource Services) evaluates the employee's Notice of Completion and recommends the earned stipend to the Superintendent/ President.

Stipends shall become effective when recommended by the Superintendent/President and approved by the Governing Board. Recommendations are normally submitted to the Governing Board three times a year after the deadline for submission of September 15, February 15, and July 15. Stipends are retroactive to September 1, February 1, and July 1 of the semester in which they are approved.

PROFESSIONAL GROWTH COMMITTEE:

The Professional Growth Committee shall have four (4) members: two supervisors, and two confidential employees, The Administrative Association Team Executive Council will appoint the members and the Assistant Superintendent/Vice President of Human Resources shall serve as an advisor to the Professional Growth Committee. The Professional Growth Committee shall elect a chairperson.

GRIEVANCE/OMBUDSMAN

Approved by the Administrative Association Team in August 2000/Implemented July 1, 2001

Beginning with fiscal year 2000-2001 an Ombudsperson shall be appointed by the Administrative Association Executive Council to receive and investigate complaints made by individuals against abuses, report findings and help to achieve equitable settlements.

A member of the Administrative Association Team who feels she/he has been treated unfairly, or has been adversely affected by a violation, misinterpretation, or misapplication of a specific District policy may file a formal written complaint or allegation. This procedure may not be used to challenge or change a policy, regulation or established procedure of the District, but to resolve an identified complaint regarding a specific violation.

In every case, before filing a formal, written grievance, the grievant will attempt to resolve the grievance by an informal conference with his/her immediate supervisor and/or the person directly involved or occasioning the grievance (respondent). If the grievance is not resolved through informal resolution, the Administrative Association Team Executive Council will appoint an Ombudsman to receive and investigate complaints made by individuals against abuses, report findings and help to achieve equitable settlements. The Ombudsman must be acceptable to both the grievant and the respondent and will keep all information and proceedings confidential. If the grievance is unable to be resolved informally or through the efforts of an Ombudsman, the grievant should proceed in accordance with the following:

LEVEL 1:

Within fifteen (15) days after the grievant becomes aware of the occurrence of the act or omission giving time to the grievance or after an unsuccessful attempt at informal resolution, she/he must present the grievance in writing on the District's form to the immediate supervisor of the person occasioning the statement of the grievance, the circumstances involved, the decision reached at the informal level, and the specific remedy sought.

LEVEL II:

If the grievant or respondent is not satisfied with the decision on the appropriate District form to the Superintendent/President or designee, the appeal must include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. The Superintendent/President or designee will communicate a decision to the grievant within five (5) days.

The Superintendent/President may request a personal conference with any or all parties involved in the grievance. The Superintendent/President may extend the timeframe not to exceed twenty (20) work days. The Superintendent/President may convene a five (5) member grievance committee if both parties agree to accept the recommendations of the committee and agree not to pursue the grievance at Level III. The committee will be selected at random from the membership of the Administrative Association Team. Each party to the grievance will have one challenge for cause and one preemptive challenge to the committee members selected by the Superintendent/President.

LEVEL III:

If the grievant or respondent is not satisfied with the decision at LEVEL II, the decision may be appealed to the Governing Board within ten (10) work days. The appeal must include copies of the original grievance and all appeals and decisions and a clear and concise statement of the reasons for the appeal. The Board or designated hearing officer will review the grievance file and make a final recommendation within thirty (30) work days of receipt of the appeal. The decision of the Governing Board is final.

GUIDELINES:

All proceedings, hearings, conferences, and meetings dealing with resolution of grievance will be confidential and private. All employees involved in the grievance have the right and the obligation to maintain confidentiality regarding the grievance and the employee involved.

Employees who file grievances in bad faith, frivolously, or as retaliation will be subject to disciplinary action. The burden of proof rests upon the employee who files the grievance.

The grievant, the respondent, and other employees involved as witnesses are granted release time as necessary to participate in the grievance procedure.

The District will protect all employees involved in a grievance process from retaliatory acts by employees, students, and agents of the District.

Failure to follow the above procedure will result in forfeiting the right to pursue the grievance

DISCIPLINE

A member of the Administrative Association Team may be disciplined for cause. The term "discipline" refers to disciplinary actions, penalties, and/or settlements including demotion, suspension, or dismissal without voluntary consent. All discipline must be reasonable, timely, and related in severity to the seriousness of the offense and imposed with adherence to the concept of progressive discipline. The term "cause" is defined as those actions, omissions or behaviors which are detrimental to the operations of the District and/or its major instructional; student and administrative divisions or which impair the District's mission, purpose, and objectives. Cause actions for which disciplinary actions may be taken include, but are not limited to:

Unsatisfactory work performance
Misconduct/unprofessional conduct
Insubordination

After consultation with the Assistant Superintendent/Vice-President for Human Resource Services, the appropriate administrator or designee will give written notice of the proposed disciplinary action to the employee. All such notices require the signature of the appropriate Executive Administrator. The notice will be served at least ten (10) working days prior to the date when discipline may be imposed. The notice must contain the following information:

- a. A statement in ordinary and concise language of the specified acts and omissions upon which the proposed disciplinary action is based, as well as the cause of action for the discipline (supporting documentation may be attached.)
- b. The specific disciplinary action proposed.
- c. A copy or statement of applicable regulation(s) policy(ies) where it is claimed a violation occurred.
- d. A statement that the employee has the right to respond to the matters raised in the notice both orally and in writing including the submission of affidavits, within ten (10) work days following the date the written notice was served.
- e. A statement that the employee is entitled to appear personally before the Superintendent/President or designee regarding the matters raised in the written notice with ten (10) workdays following the date the written notice was served.
- f. A statement that the employee, upon written request, is entitled to an evidentiary hearing before the Board or a hearing officer designated by the Board. The District shall provide a form for the employee, the signing and filing of which shall constitute a demand for hearing, and a denial of charges. The employee must request the hearing within ten (10) work days after receipt of the Notice of Discipline, even when requesting a meeting with the Superintendent/President as noted above.

If requested by the employee, an evidentiary hearing shall be scheduled within forty-five (45) calendar days of the request. The employee has the right to appear in person, with counsel, or other representation. The District will have the burden of proof and will present evidence first. Normal procedures are followed; i.e., charging party presentation, defense cross-examination, and defense presentation, charging party cross-examination, and rebuttal evidence from each party. Hearings will be recorded at the request of either party with the expense being borne by both parties.

The Board's determination of the sufficiency of the cause for disciplinary action will be conclusive in all cases.

Hearings are closed to the public unless otherwise requested by the employee.

In the absence of a timely demand for a hearing, the Board may act upon the proposed disciplinary action after the time period for hearing demand has expired.

Probationary employees and other non-permanent employees are not covered by any provision in this disciplinary procedure.

In lieu of a disciplinary action, the recommendation of the Executive Administrator in consultation with the Assistant Superintendent/Vice-President for Human Resource Services, an employee may be offered as a condition of employment the option to enter certain structured rehabilitative treatment programs and/or medical/psychiatric care for specified duration's either voluntarily and/or when such treatment is indicated by competent medical authority.

At any time during the disciplinary process, an employee may offer to resign, and, if such offer is accepted by the Superintendent/President, the employee's official reason for termination shall be recorded as a voluntary resignation. In extenuating and/or unforeseen circumstances exceptions to the time frames may be granted upon mutual agreement of the parties involved.

Complaint and Problem Resolution Procedures:

Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to work-related complaints and/or problems. All parties affirm that these procedures shall be kept as informal and as confidential as may be appropriate at each step of this procedure.

Definition:

A "complaint/problem" is a verbal or written allegation by any Administrative Association employee alleging that a policy or procedure not subject to meet and confer grievance procedure has been violated.

Other matters for which a specific method of review is provided by law, such as dismissal, FEPC, OSHA, EEOC, or HEW are not within the scope of this procedure.

A "day" is a day in which the central administrative office of the District is open for business and one which employees are required to work.

The "immediate supervisor" is the lowest level management position having immediate jurisdiction over the employee.

Procedure:

Step I – Informal

Every effort should be made to resolve any complaint/problem before filing a written complaint with the employee's immediate supervisor.

Step II – Formal

Step A

The employee must present his/her complaint or problem in writing to the immediate supervisor.

This shall be a clear, concise statement of the complaint/problem, the circumstances involved, and the specific solution suggested.

The supervisor shall communicate, in writing, a decision to the employee within ten (10) days after receiving the written complaint/problem.

Within the above time limits, either party may request a personal conference with the other party or a representative of the employee's choice may be present.

Step B

In the event the employee is not satisfied with the decision, the employee may appeal the decision, in writing, to the next appropriate administrative level within five (5) days. This statement should include a copy of the original complaint, the decision rendered, and a clear, concise statement of the reason for the appeal or the employee may request mediation.

Step C

Step B may be repeated at each administrative level until it reaches the college Superintendent/President or appropriate Vice President or the complaint/problem has been resolved.

SEPARATION FROM THE DISTRICT

RESIGNATION

Members of the Administrative Association Team who plan to resign should do so with as much written notice to the District as possible (a minimum of fourteen (14) calendar days is suggested whenever possible.) The Superintendent/President is authorized by the Governing Board to officially accept the resignation of Administrative Association Team members.

1. Payment for service will be made up to and including the last day that service is performed.
2. Unused vacation credits will be paid in accordance with the current Administrative Association Team vacation policy.
3. When the letter of resignation is received by Human Resource Services, a separation letter will be sent to the resigning employee. This letter will outline details the resigning employee will need to be aware of such as continuation of insurance, converting life and long-term disability insurance, and options with regard to the retirement plan.
4. The separation letter will also include a copy of Palomar's exit interview questionnaire. The resigning employee will be invited to schedule an exit interview with the Manager of Human Resource Services to assure proper handling of personal and business matters. The employee should make every effort to return all college-owned property and settle any indebtedness to the college prior to their exit interview. The employee will be required to return all college keys, employee identification card, parking pass and charge card (if one has been issued in the employee's name)
5. Only the following information will be provided to prospective employers seeking information on Palomar employees:
 - a. Date hired
 - b. Last day worked
 - c. Last position held
 - d. Final salary
1. Release of any other information will require written permission from the employee, which can be provided on the exit interview questionnaire.

RETIREMENT

All members of the Administrative Association Team are required to enroll in the Public Employees Retirement System (PERS) or the State Teacher's Retirement System (STRS) and should contact Human Resource Services for information on qualifying and applying for benefits upon retirement.

The Governing Board may, from time-to-time, provide opportunities to eligible Administrative Association Team employees to participate in an early retirement program. Information on such programs is available from the District Employment Services Office.

Post-Retirement Employment

An Administrative Association Team employee may be employed on an hourly basis after retirement and may serve up to ninety days each fiscal year subject to regulations established by the retirement system.

Termination

Members of the Administrative Association Team may be separated from the District for just cause in accordance with the discipline process.

Reduction in Force

The District may lay off employees at any time pursuant to appropriate sections of the Education Code. The District will inform the members of the Administrative Association Team of pending layoffs. Re-employment will be in accordance with the appropriate sections of the Education Code. In all instances, the District will give members of the Administrative Association Team affected by a layoff as much notice as possible.

Death of an Active Employee or Retiree

Payment for service will be made up to and including the complete workday on the date of death. Unused vacation credits will be paid in accordance with the current Administrative Association Team vacation policy, as an amount owed to the decedent.

When an eligible general classified employee or retiree dies, the District shall continue to pay the premiums for medical and dental insurance for the surviving spouse and eligible dependents for two (2) years from the date of the death of the unit member. Thereafter, the spouse and eligible dependents shall have the option of continuing the benefits at their expense at the premium level prescribed by the insurance carrier and governmental regulations.

FRINGE BENEFITS

<http://www.palomar.edu/benefits/>

Members of the *Administrative Association Team* who work twenty (20) or more hours per week are eligible for District-paid health, dental, vision care and life insurance, as well as long-term disability insurance. All eligible employees of the District must choose coverage in one of the District-paid health organizations. New employees must enroll immediately. Employees may change plans during an annual open enrollment period.

Health benefits are **district-paid** for benefit eligible employees (50+% permanent contracts) and for their dependents. Palomar College also extends health coverage to domestic partners; however, a tax liability is charged to the employee. For new employees: **most** benefits listed below are effective on the first day of the following month from the date of hire. Example: hired on 5/09/xx, insurance effective on 6/1/xx.

Things to remember: 1) New dependents **must be** enrolled by the employee **within 31 days** from becoming a dependent or wait until open enrollment. Eligible dependent status refers to birth of newborn, adoption, marriage, etc. 2) Open enrollment is every fall, usually in November. Open enrollment is the time when employees can change between medical plans, dental plans, buy-up voluntary coverage, or add an eligible dependent.

Notary Public

On occasion, employees may require the services of a notary public. Palomar has one staff member who provides that service free of charge and one staff member who provides that service with a minimal charge:

To make an appointment, contact:

Barbara Baldrige, President's Office, extension 2104

Jo Anne Giese, Administrative Services, extension 2109

Tax-Sheltered Annuities

Within the provisions of California law, it is the policy of the Governing Board to honor the written request of employees to allow purchase of an individual tax-sheltered annuity. Each employee is responsible for making arrangements for proper deductions and having billing statements sent to Payroll. This should be arranged with the tax-sheltered annuity agent. The college does not advise employees concerning amounts to be sheltered nor does it assume any responsibility for an employee's program. The college serves only as an agent between the employee and his/her insurance company/agent.

Flexible Pre-Tax Benefit Plan (IRS Section 125)

Employees are given the opportunity to reduce their income taxes and increase their spendable income through enrollment in the Flexible Pre-Tax Benefit Plan under Section 125 of the Internal Revenue Service code. Eligible employees will be provided with a flexible spending account that may be used to pay insurance premiums, for medical reimbursement or for dependent care reimbursement. The amount allocated to the employee's flexible spending account will be determined on an annual basis.

Employees who participate in this plan estimate their expenses for uninsured health, dental, vision and/or dependent care for the year, then designate the pre-tax earning dollars to be deducted from each pay check for deposit into the Flexible Pre-Tax Benefit Plan account. As qualified expenses are incurred, employees provide evidence of those expenses to receive reimbursement from their benefit account.

All medical expenses must be submitted to the employee's health, dental and vision plan before submitting to the Flexible Pre-Tax Benefit account. Any amount left in the employee's account after reimbursement of benefit expenses incurred during the plan year will be forfeited.

The Palomar College Flexible Benefit Plan is administered by American Fidelity. Stop by Human Resource Services (HRS) for more information.

PERSONNEL FILES

The District maintains an official personnel file for each member of the Administrative Association Team in Human Resource Services (HRS). Each member of the Administrative Association Team has the right to inspect his/her personnel file upon timely request. If a member of the Administrative Association Team disagrees with materials or the contents of materials placed in the personnel file, the employee may prepare a written statement within ten (10) working days of knowledge of the materials, which will be attached to the materials in the personnel file.

Information of a derogatory nature will not be filed in the permanent personnel file unless the employee is given written notice and an opportunity to respond within ten (10) working days. Written statements and comments from the employee will also be added to the file.

CHANGES IN PERSONAL INFORMATION

Any changes in your address, phone number, or emergency contact should be promptly reported to Human Resource Services.

HEALTH AND SAFETY INFORMATION

Alcohol and Drug Policy

Alcohol

The on-campus use of alcoholic beverages by any person is strictly prohibited on campus or at any college-sponsored activity. Alcohol and drug prevention activities are coordinated through Health Services. Health Services provides alcohol and drug abuse related information and can refer individuals to area agencies if further assistance is needed.

Drugs

The use or possession of any narcotic, dangerous drug or controlled substance by any person who does not have a legal license or valid prescription is strictly prohibited on campus or at any college-sponsored activity. The unlicensed distribution or sale of any narcotic, dangerous drug or controlled substance by any person is strictly prohibited on campus or at any college-sponsored activity.

Smoking Policy

The use of tobacco products, which includes smokeless and smoking tobaccos, within the seven (7) feet of the confines of Palomar Community College buildings and vehicles is prohibited. This includes offices, lounges, cafeterias, restrooms, entryways and any other enclosed areas or buildings leased, occupied or owned by the District.

This policy applies to all employees, students and visitors.

Persons willfully refusing to comply will be considered in violation of the Clean Indoor Air Act of 1987 and Palomar policy.

Sexual Harassment

Faculty, staff and student at Palomar Community College have a right to be free from sexual harassment in the Palomar environment. Palomar College does not condone actions, words, jokes or comments that a reasonable person would regard as sexually harassing or coercive.

Definition of Sexual Harassment

Sexual harassment encompasses any sexual attention, from either gender, that is unwanted and is defined as unwelcome advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission is made an express or implied term or condition of employment or status in a class, program or activity.
- Submission to or rejection of the behavior is used to make an employment or educational decision (such as hiring, promotion or grading a course).
- The conduct has the purpose or effect of unreasonably interfering with a person's work or educational performance or creates an intimidating, hostile or offensive environment for work or learning, including harassment in the Palomar environment from an outside party, such as a vendor.

Sexual harassment may take many forms, for example:

- Physical assault.
- Direct or implied threats that submission to sexual advances will be a condition of employment, works status, promotion or grades.
- Direct propositions of a sexual nature
- Comments of a sexual nature.
- Sexually explicit statements, questions, jokes or anecdotes.
- Unnecessary touching, patting, hugging or brushing against a person's body.

- Remarks of a sexual nature about a person's clothing, body, sexual activity or previous sexual experience.

Students, faculty and staff need to be concerned not only with the intent of their actions of this kind but also the effects; while sexual harassment involves repeated, unwanted sexual attention, persons involved in isolated or inadvertent incidents demonstrate insensitivity toward others. Repeated occurrences will be considered intentional violations of the policy, and educational programs are available to alleviate those occurrences.

Workplace Violence

Palomar Community College believes that all students, staff and visitors to the college are entitled to learn and work in a safe environment, free of fear for their personal safety and well-being. Therefore:

It is the policy of Palomar Community College that verbal harassment, threats of aggression, or acts of physical violence will not be tolerated.

Employees who have been the object of such a threat or act must immediately report the incident to their immediate supervisor or to the Assistant Superintendent/Vice President for Human Resource Services. In most instances, a signed statement will be required. Any supervisor who observes, overhears or receives a report of verbal harassment, threats of aggression or acts of physical violence, must immediately report same to the Assistant Superintendent/Vice President for Human Resource Services, or in his/her absence, to the Assistant Superintendent/Vice President for Finance and Administrative Services.

Any harassment, threats, or acts of violence will be taken seriously. Upon receiving such a report, an immediate investigation will be undertaken. Reasonable steps will be taken to protect employees, students, visitors, and personal property from harm.

Any employee who is found to have harassed or threatened anyone at or from the workplace either in person or using telephones, fax machines, computers, or other communication devices, will be subject to disciplinary action up to and including termination.

If necessary, Campus Police will be contacted to assist in handling a threat or act of violence.

APPENDIX A

¹ California Military and Veterans Code 395 (a) Any public employee who is a member of the reserve corps of the Armed Forces of the United States or of the National Guard or the Naval Militia is entitled to a temporary military leave of absence as provided by federal law while engaged in military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises or like activity, providing that the period of ordered duty does not exceed 180 calendar days, including time involved in going to and returning from that duty. (b) Notwithstanding subdivision (a), a local public agency may, but is not required to, provide paid military leave of absence for periods of inactive duty training. (c) The employee has an absolute right to be restored to the former office or position and status formerly had by him or her in the same locality and in the same office, board, commission, agency, or institution of the public agency upon the termination of temporary military duty. If the office or position has been abolished or otherwise has ceased to exist during his or her absence, he or she shall be reinstated to a position of like seniority, status, and pay if a position exists, or if no position exists the employee shall have the same rights and privileges that he or she would have had if he or she had occupied the position when it ceased to exist and had not taken temporary military leave of absence. (d) Any public employee who has been in the service of the public agency from which the leave is taken for a period of not less than one year immediately prior to the date upon which a temporary military leave of absence begins, shall receive the same vacation, sick leave, and holiday privileges and the same rights and privileges to promotion, continuance in office, employment, reappointment to office, or reemployment that the employee would have enjoyed had he or she not been absent therefrom; excepting that an uncompleted probationary period, if any, in the public agency, must be completed upon reinstatement as provided by law or rule of the agency. For the purposes of this section, in determining the one year of service in a public agency all service of the employee in recognized military service shall be counted as public agency service. (e) If this section is in conflict with a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4 of Title 1 of the Government Code, the memorandum of understanding shall be controlling without further legislative action, except that if the memorandum of understanding requires the expenditure of funds, it shall not become effective unless approved by the Legislature in the annual Budget Act.

395.01. (a) Any public employee who is on temporary military leave of absence for military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or like activity as such member, provided that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from the duty, and who has been in the service of the public agency from which the leave is taken for a period of not less than one year immediately prior to the day on which the absence begins, is entitled to receive his or her salary or compensation as a public employee for the first 30 calendar days of any such absence. Pay for those purposes may not exceed 30 days in any one fiscal year. For the purposes of this section, in determining the one year of public agency service, all service of a public employee in the recognized military service shall be counted as public agency service. (b) Notwithstanding subdivision (a), a local public agency may, but is not required to, pay an employee during a period of inactive duty training. (c) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4, of Title 1 of the Government Code, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

395.02. Every officer and employee of a public agency who is on military leave other than temporary military leave of absence who has been in the service of such public agency for a period of not less than one year immediately prior to the date on which the absence begins shall be entitled to receive his salary or compensation as such officer or employee for the first 30 calendar days while engaged in the performance of ordered military duty. As used in this section only, the terms officer and employee mean an officer or employee who (a) Is ordered into active military duty as a member of a reserve component of the armed forces of the United States; (b) Is ordered into active federal military duty as a member of the National Guard or Naval Militia; or (c) Is inducted, enlists, enters or is otherwise ordered or called into active duty as a member of the armed forces of the United States.

395.03. No more than the pay for a period of 30 calendar days shall be allowed under the provisions of Section 395.01 or 395.02 for any one military leave of absence or during any one fiscal year, except as otherwise authorized by resolution of the legislative body of a public agency or as provided in a memorandum of understanding reached

with an employee organization pursuant to Chapter 10 (commencing with Section 3500) of Division 4 of Title 1 of the Government Code.

395.04. During the time that as an officer or enlisted man or woman of the California National Guard, who is on full-time active duty in the military service of the state, and is engaged, with the approval of the Adjutant General, in the military service of the state in attendance at drills, camps, or special exercises, sponsored by federal authority or by the War Department, as a member of the National Guard of the United States, he or she shall receive salary, pay, and compensation as provided in Sections 320 and 321 of this code.

395.05. (a) Any public employee who is a member of the National Guard, shall be entitled to absent himself from his duties or service, without regard to the length of his public service, while engaged in the performance of ordered military or naval duty and while going to and returning from such duty, provided such duty is performed during such time as the Governor may have issued a proclamation of a state of extreme emergency or during such time as the National Guard may be on active duty in one or more of the situations described or included in Section 146 of this code provided such absence does not exceed the duration of such emergency. During the absence of such officer or employee while engaged in such military service during such emergency and while going to and returning from such duty, and for a period not to exceed 30 calendar days, he shall receive his salary or compensation as such officer or employee and shall not be subjected by any person directly or indirectly by reason of such absence to any loss or diminution of vacation or holiday privilege or be prejudiced by reason of such absence with reference to promotion or continuance in office, employment, reappointment to office, or reemployment. (b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4 of Title 1 of the Government Code, the memorandum of understanding shall be controlling without further legislative action, except that if such provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

395.06. (a) Every officer and enlisted member of the California National Guard who, in order to undertake active military duty in the service of the state when the Governor has issued a proclamation of a state of insurrection pursuant to Section 143, or a proclamation of a state of extreme emergency or when the California National Guard is on active duty pursuant to Section 146, has left a position, other than a temporary position, in private employment, receives a certificate of satisfactory service in the California National Guard, is still qualified to perform the duties of that position, and makes application within 40 days after release from service shall be considered as on leave of absence during that period and shall be restored by the former employer to the former position or to a position of similar seniority, status, and pay without loss of retirement or other benefits, unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so, and shall not be discharged from the position without cause within one year after being restored to the position. (b) Every officer and enlisted member who has left a part-time position in private employment for purposes of service pursuant to subdivision (a), receives a certificate of satisfactory service in the California National Guard, is still qualified to perform the duties of that position, and makes application within five days after release from service shall be considered as on leave of absence during that period and shall be restored by the former employer to the former position, or to a position of similar seniority, status, and pay, if any exist, and shall not be discharged from the position without cause within one year after being restored to the position. (c) If any employer fails or refuses to comply with this section, the superior court of the county in which the employer maintains a place of business may, upon the filing of a motion, petition, or other appropriate pleading by the person entitled to the benefits of this section, specifically require the employer to comply with this section and compensate the person for any loss of wages or benefits suffered by reason of the employer's unlawful action. The court shall order a speedy hearing and shall advance it on the calendar. Upon application to the district attorney of the county in which the employer maintains a place of business by any person claiming to be entitled to the benefits of this section, the district attorney, if reasonably satisfied that the person is entitled to these benefits, shall appear and act as attorney for the person in the amicable adjustment of the claim or in the filing of any motion, petition, or other appropriate pleading and the prosecution thereof to specifically require the employer to comply with this section. No fees or court costs are required to be paid by the person applying for these benefits.

395.07. (a) In addition to the benefits provided pursuant to Sections 395.01 and 395.02, any officer or employee of the legislative, executive, or judicial department of the state, who, as a member of the California National Guard or a United States Military Reserve organization, is called into active duty as a result of the Iraq-Kuwait crisis on or after August 2, 1990, shall have the benefits provided for in subdivision (b). (b) Any officer or employee to which subdivision (a) applies, while on active duty, shall, with respect to active duty served on or after August 2, 1990, receive from the state, for a period not to exceed 180 calendar days, as part of his or her compensation, both of the following: (1) The difference between the amount of his or her military pay and allowances and the amount the

officer or employee would have received as a state officer or employee, including any merit raises which would otherwise have been granted during the time the individual was on active duty. (2) All benefits which he or she would have received had he or she not been called to active duty unless the benefits are prohibited or limited by vendor contracts. (c) Any individual receiving compensation pursuant to subdivision (b) who does not return to state service within 60 days of being released from active duty shall have that compensation treated as a loan payable with interest at the rate earned on the Pooled Money Investment Account. This subdivision shall not apply to compensation received pursuant to Section 395.02. (d) This section shall not apply to any active duty served voluntarily after the close of the Iraq-Kuwait crisis.

395.08. (a) In addition to the benefits provided pursuant to Sections 395.01 and 395.02, any officer or employee of the legislative, executive, or judicial department of the state, who, as a member of the California National Guard or a United States Military Reserve organization, is called into active duty as a result of the Bosnia crisis on or after November 21, 1995, shall have the benefits provided for in subdivision (b). (b) Any officer or employee to which subdivision (a) applies, while on active duty, shall, with respect to active duty served on or after November 21, 1995, as a result of the Bosnia crisis, receive from the state, for a period not to exceed 180 calendar days, as part of his or her compensation, both of the following: (1) The difference between the amount of his or her military pay and allowances and the amount the officer or employee would have received as a state officer or employee, including any merit raises that would otherwise have been granted during the time the individual was on active duty. (2) All benefits that he or she would have received had he or she not been called to active duty unless the benefits are prohibited or limited by vendor contracts. (c) Any individual receiving compensation pursuant to subdivision (b) who does not return to state service within 60 days of being released from active duty shall have that compensation treated as a loan payable with interest at the rate earned on the Pooled Money Investment Account. This subdivision shall not apply to compensation received pursuant to Section 395.02. (d) This section shall not apply to any active duty served voluntarily after the close of the Bosnia crisis. (e) Benefits provided under paragraph (1) of subdivision (b) shall only be provided to an employee who was not eligible to participate in the federal Ready Reserve Mobilization Income Insurance Program (10 U.S.C. Sec. 12521 et seq.) or a successor federal program that, in the determination of the Director of Personnel Administration, is substantively similar to the federal Ready Reserve Mobilization Income Insurance Program. For an employee eligible to participate in the federal Ready Reserve Mobilization Income Insurance Program or a successor program, and whose monthly salary as a state employee was higher than the sum of his or her military pay and allowances and the maximum allowable benefit under the federal Ready Reserve Mobilization Income Insurance Program or a successor program, the employee shall receive the amount payable under paragraph (1) of subdivision (b), but that amount shall be reduced by the maximum allowable benefit under the federal Ready Reserve Mobilization Income Insurance Program or a successor program. For individuals who elected the federal Ready Reserve Mobilization Income Insurance Program the state shall reimburse for the cost of the insurance premium for the period of time on active duty, not to exceed 180 calendar days.

395.1. (a) Notwithstanding any other provision of law to the contrary, any officer or employee of the state not subject to Chapter 11 (commencing with Section 19770) of Part 2 of Division 5 of Title 2 of the Government Code, or any public officer, deputy, assistant, or employee of any city, county, city and county, school district, water district, irrigation district, or any other district, political corporation, political subdivision, or governmental agency thereof who, in time of war or national emergency as proclaimed by the President or Congress, or when any of the armed forces of the United States are serving outside of the United States or their territories pursuant to order or request of the United Nations, or while any national conscription act is in effect, leaves or has left his or her office or position prior to the end of the war, or the termination of the national emergency or during the effective period of any order or request of this type of the United Nations or prior to the expiration of the National Conscription Act, to join the armed forces of the United States and who does or did without unreasonable and unnecessary delay join the armed forces or, being a member of any reserve force or corps of any of the armed forces of the United States or of the militia of this state, is or was ordered to duty therewith by competent military authority and served or serves in compliance with those orders, shall have a right, if released, separated or discharged under conditions other than dishonorable, to return to and reenter upon the office or position within six months after the termination of his or her active service with the armed forces, but not later than six months after the end of the war or national emergency or military or police operations under the United Nations or after the Governor finds and proclaims that, for the purposes of this section, the war, national emergency, or United Nations military or police operation no longer exists, or after the expiration of the National Conscription Act, if the term for which he or she was elected or appointed has not ended during his or her absence; provided, that the right to return to and reenter upon the office or position shall not extend to or be granted to any officer or employee of the state not subject to Chapter 11 (commencing with Section 19770) of Part 2 of Division 5 of Title 2 of the Government Code, or any public officer, deputy, assistant, or employee of any city, county, city and county, school district, water district, irrigation district or any other district, political corporation, political subdivision or governmental agency thereof, who shall fail to return to and reenter upon his or her office or position within 12 months after the first date upon which he or she could terminate or could cause to have terminated his or her active service with the armed forces of the United States or of the militia of this state.

He or she shall also have a right to return to and reenter upon the office or position during terminal leave from the armed forces and prior to discharge, separation or release therefrom. (b) Upon return and reentry to the office or employment the officer or employee shall have all of the rights and privileges in, connected with, or arising out of the office or employment which he or she would have enjoyed if he or she had not been absent therefrom; provided, however, the officer or employee shall not be entitled to sick leave, vacation or salary for the period during which he or she was on leave from that governmental service and in the service of the armed forces of the United States. If the office or position has been abolished or otherwise has ceased to exist during his or her absence, he or she shall be reinstated in a position of like seniority, status and pay if the position exists, or to a comparable vacant position for which he or she is qualified. (c) Any officer or employee other than a probationer who is restored to his or her office or employment pursuant to this act shall not be discharged from that office or position without cause within one year after the restoration, and shall be entitled to participate in insurance or other benefits offered by the employing governmental agency pursuant to established rules and practices relating to those officers or employees on furlough or leave of absence in effect at the time the officer or employee left his or her office or position to join the armed forces of the United States. (d) Notwithstanding any other provisions of this code, any enlisted person that was involuntarily ordered to active duty (other than for training) for a stated duration shall not lose any right or benefit conferred under this code if he or she voluntarily elects to complete the period of that duty. (e) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4 of Title 1 of the Government Code, the memorandum of understanding shall be controlling without further legislative action, except that if such provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

395.2. Any employee of a board of school trustees or board of education in a position not requiring certification qualifications who enters the active military service of the United States of America or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service created or authorized as such auxiliary by the Congress of the United States of America or by the Legislature of the State of California, or in the full time paid service of the American Red Cross, during any period of National emergency declared by the President of the United States of America or during any war in which the United States of America is engaged, shall regain all rights to his position and shall be reinstated thereto upon his application at any time within six months of the termination of that service, but in any event within one year from the date of a treaty of peace terminating the hostilities in which the United States is now engaged. The provisions of this act shall apply to service in the Merchant Marine as that phrase is now defined in any Federal statute relating to reemployment rights of persons in service in the Merchant Marine.

395.3. In the event that any public officer or employee has resigned or resigns his or her office or employment to serve or to continue to serve in the armed forces of the United States or in the armed forces of this state, he or she shall have a right to return to and reenter the office or employment prior to the time at which his or her term of office or his or her employment would have ended if he or she had not resigned, on serving a written notice to that effect upon the authorized appointing power, or if there is no authorized appointing power, upon the officer or agency having power to fill a vacancy in the office or employment, within six months of the termination of his or her active service with the armed forces; provided, that the right to return and reenter upon the office or position shall not extend to or be granted to any public officer or employee, who shall fail to return to and reenter upon his or her office or position within 12 months after the first date upon which he or she could terminate or could cause to have terminated his or her active service with the armed forces of the United States or of the militia of this state. As used in this section, public officers and employees include all of the following: (a) Members of the Senate and of the Assembly. (b) Justices of the Supreme Court and the courts of appeal, judges of the superior courts and of the municipal courts, and all other judicial officers. (c) All other state officers and employees not within Chapter 11 (commencing with Section 19770) of Part 2 of Division 5 of Title 2 of the Government Code, including all officers for whose selection and term of office provision is made in the Constitution and laws of this state. (d) All officers and employees of any county, city and county, city, township, district, political subdivision, authority, commission, board, or other public agency within this state. The right of reentry into public office or employment provided for in this section shall include the right to be restored to the civil service status as the officer or employee would have if he or she had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive the officer or employee of his or her right to restoration as provided for herein. This section shall be retroactively applied to extend the right of reentry into public office or employment to public officers and employees who resigned prior to its effective date. This section does not apply to any public officer or employee to whom the right to reenter public office or employment after service in the armed forces has been granted by any other provision of law. If any provision of this section, or the application of this section to any person or circumstance, is held invalid, the remainder of this section, or the application of this section to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4 of

Title 1 of the Government Code, the memorandum of understanding shall be controlling without further legislative action, except that if such provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

395.4. Whenever the United States is engaged in war or whenever the Governor finds and proclaims that an emergency exists in preparing for the National defense, any employee or officer, other than an elected officer, of a county, city, political subdivision, school, irrigation, public district, or other local authority or public body whatsoever who enters the armed forces of the United States shall be entitled to a leave of absence for service with such armed forces for the duration of the war or until the Governor finds and proclaims that the emergency no longer exists, and for 90 days thereafter, or until 90 days after the termination of such service.

395.8. Any officer, elective or otherwise, who leaves or shall have left the service of any city in order to enter upon active service with the armed forces of the United States shall be reinstated and restored to his office upon his discharge or release from such active service with the armed forces; provided, such discharge or release is prior to the expiration of the term for which he has been elected or appointed. The rights created by this section shall have no application to any officer who shall have been dishonorably discharged or released from such armed forces, or shall have been so mentally or physically disabled as to be incapable of performing the duties of his office or shall fail to present himself to the legislative body or other appointing authority of such city ready and willing to assume the duties of his office, within six months from the time of his discharge or release from active service with the armed forces. The office from which such officer absents himself to enter upon active service with the armed forces shall not be considered to be vacant but the legislative body or other appointing authority, as the case may be, may appoint an officer to temporarily replace any such officer so absenting himself to enter upon active service with the armed forces. Such temporary officers shall have all of the powers and duties of the office to which he may be temporarily appointed and shall hold said office until the expiration of the term thereof or until the officer returns from service with the armed forces, whichever event first occurs.

395.9. Any public employee and any employee of a corporation, company, firm, or other person who is a member of the State Military Reserve is entitled to a temporary military leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies, or similar inactive duty training for not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

APPENDIX B



CALIFORNIA LAW

**CALIFORNIA EDUCATION CODE
45059**

² 45059. For the purposes of Military and Veterans code Section 395 or any other provision of law providing for the payment of salary or compensation as such employee to an employee of a school district while absent from duty because engaged in ordered military or naval duty, the employee's salary or compensation as such employee for 30 days shall (a) with respect to an employee serving in a position requiring certification qualifications be deemed to be one-tenth of the school salary established for such position and (b) with respect to an employee serving in a position not requiring certification qualifications be deemed to be one month's salary.

APPENDIX C



CALIFORNIA LAW

**CALIFORNIA EDUCATION CODE
88040**

. (a) (1) Notwithstanding Section 88026, the governing board of a community college district may establish the workday and workweek schedules of classified employees with the concurrence of the employee organization, or in the absence of an employee organization, the concurrence of the affected employee.

(2) Notwithstanding Section 88027, if the governing board of a community college district establishes a workday or workweek schedule, or both, pursuant to this section, the overtime rate shall be paid for all hours worked in excess of the required workday or a workweek of 40 hours.

(b) This section applies to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

APPENDIX D



CALIFORNIA LAW

**CALIFORNIA EDUCATION CODE
88205**

88205. Prior to July 1 of any college year, the governing board of any community college district may designate other days during that year as the holidays to which classified employees are entitled in lieu of the holidays on February 12 known as "Lincoln Day," the third Monday in February known as "Washington Day," the last Monday in May known as "Memorial Day," or November 11 known as "Veterans Day" as specified in Section 88203, if the designated days provide for at least a three-day weekend. Classified employees shall be required to work on the regular holiday for which another day is designated pursuant to this section, and for work of eight hours or less, shall be paid compensation at their regular rate of pay.

If any classified employee would be entitled to the regular paid holiday but would not be in a paid status during any portion of the working day immediately preceding or succeeding the day so designated in lieu of that holiday and therefore would not be entitled to a day in lieu of the holiday, he or she shall be entitled to the regular holiday; however, if the employee is required to work on that holiday, he or she shall be paid compensation at the rate of time and one-half of his or her regular rate of pay in addition to the regular pay received for the holiday.

This section shall not be construed to authorize the maintenance of colleges on holidays other than as provided in Article 3 (commencing with Section 79020) of Chapter 8 of Part 48.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

APPENDIX E**CALIFORNIA LAW****CALIFORNIA EDUCATION CODE
79020**

79020. Except as otherwise provided the community colleges shall continue in session or close on specified holidays as follows:

(a) The community colleges shall close on January 1st, the third Monday in January, commencing in the 1989-90 fiscal year, known as "Dr. Martin Luther King, Jr. Day," February 12th known as "Lincoln Day," the third Monday in February known as "Washington Day," the last Monday in May known as "Memorial Day," July 4th, the first Monday in September known as "Labor Day," November 11th known as "Veterans Day," that Thursday in November proclaimed by the President as "Thanksgiving Day," and December 25th.

(b) Any contractual provision between any community college district and its employees in effect on the effective date of the act that adds this subdivision shall prevail over any conflict regarding Dr. Martin Luther King, Jr. Day until the termination date of the contract or upon termination by mutual agreement of the parties, whichever occurs first.

(c) The Governor in appointing any other day for a public fast, thanksgiving, or holiday may provide whether the community colleges shall close on the day. If the Governor does not provide whether the community colleges shall close, they shall continue in session on all special or limited holidays appointed by the Governor, but shall close on all other days appointed by the Governor for a public fast, thanksgiving, or holiday.

(d) The community colleges shall close on every day appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday.

(e) The community colleges shall continue in session on all legal holidays other than those designated by or pursuant to this section, and shall hold proper exercises commemorating the day.

(f) When any of the holidays on which the schools would be closed fall on Sunday, the community colleges shall close on the Monday following, except that (1) if Lincoln Day falls on a Sunday, the community colleges may observe this holiday on the preceding or following Friday, the following Monday, or the following Tuesday, and maintain classes on the date specified in subdivision (a) where applicable, or (2) if Lincoln Day falls on a Monday, the community colleges may observe this holiday on the preceding or following Friday, that Monday, or the following Tuesday, and maintain classes on the date specified in subdivision (a) where applicable.

(g) When any of the holidays on which the schools would be closed, except Lincoln Day, fall on Saturday, the community colleges shall close on the preceding Friday, and that Friday shall be declared a state holiday.

(h) If any holiday on which the community colleges are required to close pursuant to subdivision (a) occurs under federal law on a date different than the date specified in subdivision (a), the governing

board of any community college district may close the community colleges of the district on the date recognized by federal law and maintain classes on the date specified in subdivision (a).

(i) When Veterans Day would fall on Tuesday, the governing board of a community college district may close the colleges on the preceding Monday, and maintain classes on the date specified in subdivision (a). When Veterans Day would fall on Wednesday, the governing board of a community college district may close the colleges on either the preceding Monday or the following Friday, and maintain classes on the date specified in subdivision (a). When Veterans Day would fall on Thursday, the governing board of a community college district may close the colleges on the following Friday, and maintain classes on the date specified in subdivision (a).

(j) When Lincoln Day would fall on Tuesday, the governing board of a community college district may close the colleges on the preceding Monday, the preceding Friday, or the following Friday, and maintain classes on the date specified in subdivision (a) where appropriate. When Lincoln Day would fall on Wednesday, the governing board of a community college district may close the colleges on the preceding Monday, the preceding Friday, or the following Friday, and maintain classes on the date specified in subdivision (a). When Lincoln Day would fall on Thursday, the governing board of a community college district may close the colleges on the preceding Friday or the following Friday, and maintain classes on the date specified in subdivision (a). When Lincoln Day falls on Saturday, the governing board of a community college district may close the colleges on the preceding Friday or the following Friday, and maintain classes on the date specified in subdivision (a) where appropriate.

(k) In addition to the holidays specified in subdivision (a), a community college may close on March 31 known as "Cesar Chavez Day" if the governing board, pursuant to a memorandum of understanding reached pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, agrees to close the community college for that purpose.

(l) In addition to the holidays specified in subdivision (a), a community college may close on the fourth Friday in September known as "Native American Day" if the governing board, pursuant to a memorandum of understanding reached pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, agrees to close the community college for that purpose.

(m) Nothing in this section is to be interpreted as authorizing a community college district governing board to maintain community colleges in its district for a lesser number of days during the college year than the minimum established by law.

APPENDIX F**CALIFORNIA LAW****CALIFORNIA EDUCATION CODE 87356**

87356. (a) The board of governors shall adopt regulations to establish and maintain the minimum qualifications for service as a faculty member teaching credit instruction, a faculty member teaching noncredit instruction, a librarian, a counselor, an educational administrator, an extended opportunity programs and services worker, a disabled students programs and services worker, an apprenticeship instructor, and a supervisor of health. (b) The Legislature finds and declares that this section does not create a state-mandated local program because compensation of faculty will continue to be determined through the collective bargaining process or meet and confer sessions.

CALIFORNIA EDUCATION CODE 87458

87458. A person employed in an administrative position that is not part of the classified service, who has not previously acquired tenured status as a faculty member in the same district and who is not under contract in a program or project to perform services conducted under contract with public or private agencies, or in other categorically funded projects of indeterminate duration, shall have the right to become a first-year probationary faculty member once his or her administrative assignment expires or is terminated if all of the following apply: (a) The process by which the governing board reaches the determination shall be developed and agreed upon jointly by representatives of the governing board and the academic senate, and approved by the governing board. The agreed upon process shall include reasonable procedures to ensure that the governing board relies primarily upon the advice and judgment of the academic senate to determine that the administrator possesses the minimum qualifications for employment as a faculty member. The process shall further require that the governing board provide the academic senate with an opportunity to present its views to the governing board before the board makes a determination and that the written record of the decision, including the views of the academic senate, shall be available for review pursuant to Section 87358. (b) Until a joint agreement is reached pursuant to subdivision (a), the district process in existence on January 1, 1989, shall remain in effect. (c) The administrator has completed at least two years of satisfactory service, including any time previously served as a faculty member, in the district. (d) The termination of the administrative assignment is for any reason other than dismissal for cause. (e) This section shall apply to every educational administrator whose first day of paid service in the district as a faculty member or an administrator is on or after July 1, 1990.

APPENDIX G**CALIFORNIA LAW****CALIFORNIA EDUCATION CODE 87787**

87787. Governing boards of community college districts shall provide by rules and regulations for industrial accident and illness leaves of absence for all academic employees. The governing board of any district which is created or whose boundaries or status is changed by an action to organize or reorganize districts completed after January 1, 1976, shall provide by rules and regulations for those leaves of absence on or before the date on which the organization or reorganization of the district becomes effective. The rules or regulations shall include all of the following provisions: (a) Allowable leave shall be for not less than 60 days during which the schools of the district are required to be in session or when the employee would otherwise have been performing work for the district in any one fiscal year for the same accident. (b) Allowable leave shall not be accumulated from year to year. (c) Industrial accident or illness leave shall commence on the first day of absence. (d) When an academic employee is absent from his or her duties on account of an industrial accident or illness, the employee shall be paid the portion of the salary due him or her for any month in which the absence occurs as, when added to his or her temporary disability indemnity under Division 4 (commencing with Section 3201) or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to the employee of not more than his or her full salary. The phrase "full salary," as utilized in this subdivision, shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable. (e) Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. (f) When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him or her for the same illness or injury. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 87780, 87781 and 87786, and, for the purposes of each of these sections, his or her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. However, if the employee continues to receive temporary disability indemnity, he or she may elect to take as much of his or her accumulated sick leave which, when added to his or her temporary disability indemnity, will result in a payment to the employee of not more than his or her full salary. The governing board, by rule or regulation, may provide for additional leave of absence for industrial accident or illness, as it deems appropriate. During any paid leave of absence, the employee may endorse to the district the temporary disability indemnity checks received on account of his or her industrial accident or illness. The district, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by the salary warrants. Any employee receiving benefits as a result of this section, during periods of injury or illness, shall remain within the State of California unless the governing board authorizes travel outside the state. In the absence of rules and regulations adopted by the governing board pursuant to this section, an employee shall be entitled to industrial accident or illness leave as provided in this section but without limitation as to the number of days of leave.

APPENDIX H



CALIFORNIA LAW

CALIFORNIA EDUCATION CODE 88192

88192. Governing boards of community college districts shall provide, by rules and regulations, for industrial accident or illness leaves of absence for employees who are a part of the classified service. The governing board of any district that is created or whose boundaries or status is changed by an action to organize or reorganize districts completed after January 1, 1975, shall provide, by rules and regulations, for such leaves of absence on or before the date on which the organization or reorganization of the district becomes effective for all purposes. The rules and regulations shall include all of the following provisions: (a) Allowable leave shall not be for less than 60 working days in any one fiscal year for the same accident. (b) Allowable leave shall not be accumulative from year to year. (c) Industrial accident or illness leave of absence will commence on the first day of absence. (d) Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day. (e) Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation. (f) When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary. The governing board, by rule or regulation, may provide for additional leave of absence, paid or unpaid, as it deems appropriate and during that leave the employee may return to the person's position without suffering any loss of status or benefits. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the district wage loss benefit checks received under the workers' compensation laws of this state. The district, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorize contributions. Reduction of entitlement to leave shall be made only in accordance with this section. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person, if not placed in another position, shall be placed on a reemployment list for a period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. The governing board may require that an employee serve, or have served continuously, a specified period of time with the district before the benefits provided by this section are made available to the person. However, that period shall not exceed three years. All service of an employee prior to the effective date of this section shall be credited in determining compliance with the requirement. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state. In the

absence of rules and regulations adopted by the governing board pursuant to this section, an employee shall be entitled to industrial and accident or illness leave as provided in this section but without limitation as to the number of days of that leave and without any requirement of a specified period of service. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

APPENDIX I

ADMINISTRATIVE ASSOCIATION SELECTION COMMITTEES MEMBERSHIP/COMPOSITION

Membership/Composition

1. Selection Committees for Executive Administrative positions will be established and convened by the Superintendent/President and shall have representation from the faculty, classified staff, administration, confidential and supervisory team and students as noted. The Faculty Senate, the CCE/AFT, the Administrative Association, the Confidential and Supervisory Team and the ASG shall make the appointments of their members to the selection committee upon the request of the Superintendent/President or designee.
 - a. Assistant Superintendent/Vice President for Instruction: The Selection Committee shall have at least one faculty member from each instructional division, the Library/Media Center/ETV, and Student Services; one member from the Administrative Association, one member from the Confidential and Supervisory Team; two classified employees from the bargaining unit represented by the CCE/AFT to include one from Instruction and one at-large representative, two Instructional Deans appointed by the Superintendent/President and two students. The Superintendent/President may appoint additional members of the committee.
 - b. Assistant Superintendent/Vice President for Student Services: The Selection Committee shall have four faculty members to include two from Student Services and two at-large, one member from the Administrative Association, one member from the Confidential and Supervisory Team, four classified employees from the bargaining unit represented by the CCE/AFT to include three from Student Services at one at-large, one Student Services Dean and one Student Services Director appointed by the Superintendent/President, and two students. The Superintendent/President may appoint additional members of the committee.
 - c. Assistant Superintendent/Vice-President for Finance and Administrative Services: The Selection Committee shall have four faculty members to include three instructional faculty and one Student Services faculty member, one representative from Student Services appointed by the Assistant Superintendent/Vice President for Student Services, one representative from Instruction appointed by the Assistant Superintendent/Vice President for Instruction, two Administrative Services directors appointed by the Superintendent/President, one member from the Administrative Association, one member from the Confidential and Supervisory Team, four classified employees from the bargaining unit represented by the CCE/AFT to include three from Administrative Services and one at-large, and two students. Additional members of the committee may be appointed by the Superintendent/President.
 - d. Assistant Superintendent/Vice-President for Human Resource Services: The Selection Committee shall have five faculty members, one Instructional Dean appointed by the Assistant Superintendent/Vice-President for Instruction, one Student Services Dean appointed by the Assistant Superintendent/Vice-President for Student Services, one Administrative Services Director appointed by the Assistant Superintendent/Vice-President for Finance and Administrative Services, one representative from the Administrative Association, one representative from the Confidential and Supervisory Team, four representatives from the employees in the bargaining unit represented by the CCE/AFT, one representative from Human Resource Services appointed by the Superintendent/President, and two students. The Superintendent/President may appoint additional members of the committee.

2. Section Committees for Senior Administrative positions will be established by the appropriate Vice President in consultation with the Superintendent/President and the Associate Vice President for Human Resource Services. Senior administrative positions, which have a broad impact on faculty and the instructional programs, will have appropriate representation of the faculty most likely to be affected by the administrator. The Faculty Senate President shall be consulted to determine the appropriate faculty representation for Instructional positions. The Faculty Senate will appoint all faculty representatives.
3. Selection Committees for Academic and Classified Administrators as well as for Supervisory and Confidential positions will be established by the appropriate Senior or Executive Administrator in consultation with the Assistant Superintendent/Vice-President for Human Resource Services.
4. Selection Committees for Interim Appointments for Senior and Executive Administrative Positions shall have the same composition of membership as noted above. Selection Committees for Interim Appointments for Academic and Classified Administrators, Supervisory and Confidential positions shall be formed by the Senior or Executive Administrator in consultation with the Assistant Superintendent/Vice-President for Human Resource Services.

The Selection Committee Chairperson

1. For Executive and Senior Administrative Positions in Instruction, co-chairs will be appointed from the committee membership: one by the Superintendent/President or the appropriate Vice-President, and one by the Faculty Senate. For other Executive and Senior Administrative positions the Superintendent/President from the committee membership will appoint the chairperson. The committee may decide whether to elect a co-chair.
2. For Academic and Classified Administrator positions the chairperson will be appointed by the appropriate senior administrator or vice-president. The committee may decide whether to elect a co-chair.
3. The chairperson or co-chairs will be voting members of the committee.

Convening the Committee

The Assistant Superintendent/Vice-President for Human Resource Services will convene the first meeting of the Selection Committee. The appropriate senior or executive administrator will attend the first meeting of the Selection Committee. The following training and information will be provided:

- a) The philosophy and commitment of the District to staff diversity and meeting the goals of the District Affirmative Action Plan;
- b) The roles and responsibilities of all members of the Selection Committee

APPENDIX J

**ADMINISTRATIVE ASSOCIATION TEAM MEMBERS
SPRING 2003**

Ruth Barnaba	Ron Haines	Teri Safranek
Patricia Barrett	Sherilyn Hargraves	Mary San Agustin
Michelle Barton	Janet Hoffmann	Mollie Smith
Donna Baughn	Kelley Hudson-MacIsaac	Dr. Lorie Sousa
Norma Bean		Anne Stadler
Rico Bianchi	Kenneth Jay	Jim Stoney
Bruce Bishop		
Theo Brockett	Kiely Keane-Alt	Michelle Taramasco
Pamela Brown	Frank Kroncke	Brandi Taveuveu
Angie Cerda	Pat Larmer	Brett VanWey
Phil Cerda	Herman Lee	Jose Vargas
Jayne Conway		Diane Veach
Ben Echeverria	Scott McClure	Dr. Darla Wilson
Mike Ellis	Bonni McCrea	John Woods
	Tom Model	
	Lois Meyer	
Lisa Faas	Dr. George Mozes	
Judy Fish	Dr. Michael Norton	
Esperanza Flores		
	Yasue O'Neill	
Katherine Gannett	Tom Plotts	
Calvin One Deer Gavin		
Suzanne Gavin		
Laura Gropen		