



**FOOTHILL-DE ANZA**  
**Community College District**

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

# **ADMINISTRATORS HANDBOOK**

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

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# ACCCA STATEMENT OF ETHICS

## **A Definition of Ethics**

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

## **Importance of Ethics**

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

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

## **Expectations for Ethical Behavior**

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

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

*The consistent exercise of integrity is ethical behavior.*

## **Responsibilities of Administrators**

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

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

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

### **Rights and Due Process for Administrators**

A community college administrator should have the right:

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

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\* as amended by the AMA of Foothill-De Anza Community College District.

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

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## CHAPTER I

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### DEFINITIONS

The purposes of this Handbook:

1. “Academic Year” means that portion of the college year that extends from the beginning of the fall quarter through the end of the spring quarter.
2. “Administrator” means any employee in a position designated by the Board of Trustees as having direct responsibilities for formulating district policies or administering district programs.
3. “AMA” means the Foothill-De Anza Administrative Management Association.
4. “Board” means the Board of Trustees of the Foothill-De Anza Community College District.
5. “Chancellor” means the chancellor of the Foothill-De Anza Community College District.
6. “Classification” means a process by which positions are evaluated to establish the level of the position in the District and through which an appropriate salary level is determined using criteria such as know-how, problem solving and accountability.
7. “College Year” means July 1 through June 30.
8. “Consultation” means the process by which administrators communicate with the Board regarding terms and conditions of employment.
9. “District” means the Foothill-De Anza Community College District, its Board of Trustees, or any employee of the Board who has authority to act on behalf of the District.
10. “Educational Administrator” means an administrator who is employed in a position designated by the Board as having direct responsibility for formulating policy or administering the student and/or administrative services programs of the College or District. An Educational Administrator has direct responsibility for the formulation of the budget, curriculum or program development, and/or has direct responsibility for the supervision and evaluation of faculty and staff associated with the program.
11. “Grant or Categorically Funded Administrator” means an administrator whose salary is contingent upon external, grant or categorical funding and whose position has been so designated by the District. Grant funded administrators are not covered by the provisions of this Handbook except as specifically indicated in the Handbook.
12. “Immediate Family Member” means the husband, wife, domestic partner, mother, father, sister, brother, son, daughter, grandparent, parent-in-law, foster parent, step-parent, step-

child, foster child, brother-in-law, sister-in-law, or any other person living in the immediate household of the employee.

13. “Non-renewal of Contract” means that the term of contract is allowed to expire without extension.
14. “President” means the president of a college or his/her designee.
15. “Program Administrator” means an administrator who is employed in a position designated by the Board as having direct responsibility for formulating policy or administering specific programs within the College or District but does not meet the definition for an educational administrator.
16. “Renewal of Contract” means the extension of the term of the contract beyond the current contract date.
17. “Termination for Cause” means official action taken by the District to institute the severance of the contractual relationship during the term of the contract..
18. “Termination of Contract” means the ending of the contractual relationship during the term of the contract.

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## CHAPTER II

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### TERMS OF THE HANDBOOK

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

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

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## CHAPTER III

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### ASSIGNMENT, REASSIGNMENT, AND CONTRACTS

#### A. EMPLOYMENT STATUS

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

#### B. ASSIGNMENT

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

#### C. ACTING AND TEMPORARY ASSIGNMENT/REASSIGNMENT

1. An administrator may be assigned to a position on a temporary or acting basis or have additional duties and responsibilities added to his/her current position on a temporary basis. In such cases, the administrator shall be paid at the salary level appropriate to the temporary position or the administrator's current position, whichever is higher; or in the case of a temporary assignment of additional duties at a rate that reflects the additional responsibility. In any case, such salary adjustments shall not be less than eight per cent (8%). When an administrator takes on the full range of duties and responsibilities of another position in the same or higher classification, the salary shall be negotiated but shall not be less than ten per cent (10%). Acting assignments shall be approved by the Board of Trustees and any adjustments in salary will be approved by the Board of Trustees. The Board's decision regarding salary adjustments shall be final. Temporary assignments of additional duties that do not result in a change in salary do not require Board action.

2. The contract dates for an administrator on a temporary or acting assignment shall remain unchanged.

D. CHANGES IN ASSIGNMENT

1. REASSIGNMENT

A reassignment is the assignment of an administrator to a different administrative position in the same or different classification level and salary schedule placement.

2. RECLASSIFICATION

A reclassification is a change in duties and responsibilities of a position that significantly change the position usually resulting in a change in the classification level and salary schedule placement of the position. (See Chapter XI for Classification and Reclassification process and procedures.)

3. A change in work location or change in supervisory reporting relationships does not constitute a change in assignment.
4. An administrator will be notified by March 15 if he or she will be released from his/her position and reassigned. Classified administrators may be reassigned by mutual agreement or unilaterally by the Board.
5. When a reassignment occurs, the Board of Trustees may issue a new contract to the administrator for one year.

E. CONTRACTS

1. All contract notices for administrators must be issued by March 15.
2. Initial contracts for new administrators shall normally be for one year during each of the first two years of employment as an administrator in the District and may be increased to a two-year contract thereafter.
  - a. If during the first year of employment, the Board chooses not to issue a contract for a second year, the administrator must be notified by certified letter or by a hand-delivered and receipted letter prior to March 15 or, for contracts not ending on June 30, at least 105 days prior to the expiration of the contract. If such notice is not properly delivered, the administrator's contract will be renewed for one year.
  - b. If during the second year of employment the Board chooses not to issue a contract for one or two additional years, the administrator must be notified by certified letter or by a hand-delivered and receipted letter prior to March 15 or, for contracts not ending on June 30, at least 105 days prior to the expiration of the contract. If such notice is not properly delivered, the administrator's contract will be renewed for one year.

3. An administrator who is reassigned to an administrative position may be granted a contract for up to one year, which is subject to the extension and renewal notifications in E.2.a and E.2.b of this Chapter.
4. Administrators who are employed under the terms of a two-year contract, unless notified by certified letter or by a hand-delivered and receipted letter by the Board prior to March 15 or, for contracts not ending June 30, at least 105 days prior to the expiration of the contract, shall have their contract extended each year for an additional year under the terms and conditions listed herein.
  - a. If the Board elects not to extend the contract for an additional year, the administrator shall be notified by certified letter or by a hand-delivered and receipted letter prior to March 15 or, for contracts not ending June 30, at least 105 days prior to the expiration of the contract. The current contract shall remain in effect through its current term unless mutually agreed upon by the administrator and the Board or in accordance with Chapter III, G. Termination of Contract.

F. NON-RENEWAL OF CONTRACT

1. Before effecting the non-renewal of an administrator's contract, the Board shall make a determination that:
  - a. the administrator's performance, as documented in performance evaluations prepared in accordance with Chapter IV, does not meet the standards of performance established for the administrative position the administrator occupies; or
  - b. the non-renewal of contract contributes to meeting the program or staffing needs of the District.

The Board's determination shall be made in good faith and for reasons that are not arbitrary, capricious, or discriminatory.

2. If an administrator is notified by the Board prior to March 15 or, for contracts not ending June 30, at least 105 days prior to the expiration of the contract, that his/her contract will not be renewed, the administrator, as part of notification, will receive specific and verifiable reasons for such non-renewal of contract in writing.
3. If an administrator is serving under a two-year contract and the Board elects prior to March 15 or, for contracts not ending June 30, at least 105 days prior to the expiration of the contract, not to renew the contract for an additional year, the administrator shall be eligible to apply for training/retraining assistance under the provisions of Chapter X to help in the successful transition of the administrator to another position either within the District or outside the District.

## G. TERMINATION OF CONTRACT

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

## H. LAY OFF

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

- b. Within thirty (30) days of the close of the hearing, the Hearing Officer will prepare a written decision to the chancellor regarding the lay off recommendation and will give a copy to the administrator and the supervisor.
  - c. The decision may be appealed to the Board of Trustees at the request of the administrator or chancellor. The Board or their designee will review all of the written material. No new information shall be presented to the Board, which has not been presented at a previous step in the process. The Board's decision will be final.
4. The Board shall make every effort to assist the administrator whose position has been eliminated in obtaining a new position within the District under provisions contained within Sections I, J, and K of this Chapter.

If the position of a program administrator who has previously attained permanent status in a classified position is being eliminated due to lack of funds or lack of work, the administrator may be reassigned to the classified position in which he/she has gained seniority if a vacancy exists and if such an assignment is requested by the former administrator. If a vacancy is not available in such a position, the program administrator may institute his/her bumping rights in accordance with the Education Code.

#### I. REASSIGNMENT TO FACULTY POSITION

1. An administrator who has gained tenure in the District shall be reassigned to a faculty position as a tenured faculty member provided:
  - a. the administrator has not been "terminated for cause" (see Chapter XVII); and
  - b. the administrator has requested reassignment to a faculty position; or
  - c. the administrator's position is being eliminated due to administrative reorganization or reduction in force, and another suitable administrative position is not available.
2. An educational administrator who was hired after June 30, 1990 and who does not have tenure in this District shall be reassigned to a faculty position as a first-year probationary faculty member provided:
  - a. the administrator has served in this District for at least two years as an educational administrator;
  - b. the administrator has not been "terminated for cause" (see Chapter XVII); and
  - c. the administrator has requested reassignment to a faculty position; or

- d. the administrator's position is being eliminated due to administrative reorganization or reduction in force, and another suitable administrative position is not available.
3. Administrators reassigned to first-year probationary status will be eligible to gain tenure through the Tenure Review Process in place for probationary faculty.
4. A program administrator who possesses the minimum qualifications or the equivalent may be offered a reassignment as a first-year probationary faculty member if the following conditions are met:
  - a. the administrator has served in this District a total of at least two years as an administrator;
  - b. The administrator is not being “terminated for cause” (see Chapter XVI); and
  - c. The administrator is requesting reassignment; or
  - d. The administrator's position is being eliminated due to administrative reorganization or reduction in force and another suitable administrative position is not available.
5. An administrator reassigned to a faculty position shall be placed on the faculty salary schedule in accordance with the regulations governing faculty salary placement except that all years of administrative and faculty service in the District shall be counted and applied toward placement.

J. DETERMINATION OF ELIGIBILITY FOR REASSIGNMENT TO FACULTY POSITION

1. To determine the discipline to which an administrator shall be reassigned, the following shall apply:
  - a. The administrator can be assigned only to a discipline in which he or she has met the minimum qualifications or equivalency as specified by the Education Code, Board of Governors Regulations, and the Board of Trustees.
  - b. The administrator will be assigned to a discipline in which:
    - 1) The administrator has appropriate academic preparation and experience;
    - 2) There is sufficient load to warrant the assignment; and
    - 3) The administrator has an interest as indicated by a statement of the administrator’s own preference for assignment.

- 4) If the administrator does not meet minimum qualifications as specified by the Education Code, Board of Governors regulations, or the Board of Trustees, that administrator may apply for training/retraining assistance in accordance with Chapters III (F.3.) and X, in order to develop necessary and appropriate minimum qualifications provided that the minimum qualifications can be attained in the time allowed.

K. REASSIGNMENT TO A NON-FACULTY POSITION

1. An administrator whose position is being eliminated due to administrative reorganization or reduction in force may be reassigned to other administrative duties, a vacant administrative position, or an appropriate classified position. (See Section H.4.)
2. In all such cases, the reassignment will be based on the needs of the District and qualifications of the employee.

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## CHAPTER IV

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### EVALUATION

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

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

4. Process :
  - a. By the end of each academic year the administrator will meet with the supervisor to establish goals and objectives, agree upon major job functions and responsibilities, and a professional development plan for the next academic year.
  - b. In December of each year the administrator and supervisor will meet to review progress toward goals, and the administrator's professional development plan. Adjustments may be made, as needed.
  - c. If the administrator is scheduled for a comprehensive review, the supervisor will send the evaluation form to participants in the process in January.

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

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## CHAPTER V

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### PERSONNEL FILES

#### A. EMPLOYMENT RECORDS

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

#### B. CONFIDENTIALITY

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

#### C. PRE-EMPLOYMENT MATERIALS

Notwithstanding Section A (Employment Records), the Board may retain as confidential all pre-employment materials. "Pre-employment materials" means all materials obtained or prepared before the employment of the administrator or while he or she was an applicant or candidate for another position. Such materials include, but are not limited to, confidential letters of recommendation, notes of pre-employment interviews, and the like.

#### D. ANONYMOUS MATERIAL

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

#### E. MATERIAL ADDED TO THE FILE

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

#### F. CHANGES IN A RECORD

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

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

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## CHAPTER VI

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### SALARY ADMINISTRATION

#### A. SALARY SCHEDULE

1. The salary schedule for administrators appears in Appendix A. The Administrative Salary Schedule is an eight (8) step schedule. Administrative positions shall be placed appropriately on the salary schedule through the District classification process.
2. The Board reserves the right at any time during the term of a contract to increase the annual salary and benefits.
3. The District will meet and confer annually with the Executive Council of the Administrative Management Association to discuss salary adjustments and benefits for administrators.
4. Adjustments to the schedule may be made after analysis of data collected by the Association of California Community College Administrators salary survey and the districts identified as appropriate comparator institutions. This analysis will be performed every three years.

#### B. PLACEMENT

1. New administrators will normally be placed at Step 1 of the salary schedule. However, new administrators may be placed on the salary schedule up to Step 3 of the salary range when recommended by the Vice Chancellor of Human Resources and Equal Opportunity in consultation with the hiring administrator and the president or chancellor. The president or chancellor will provide written justification for the placement. Such justification must be based on the following criteria:
  - a. Education, experience and eminence: education and experience beyond the minimum qualifications that would bring unique contributions to the district/college. Eminence must be verified by written statements from experts in the field and/or evidenced by the production of tangible products (such as published works or invited presentations to professional organizations) that would require a depth and breadth of relevant knowledge and experience to warrant the placement.
  - b. Internal equity considerations that include a review of salary placements of similar administrators.
  - c. The competitiveness of the external market.
2. Whenever an administrator is promoted to a higher level administrative position, the administrator will be placed on a step in the new level that pays the equivalent of at least a five percent (5%) increase in base salary not to exceed the highest step maximum in the new position, not including awards, over the salary earned at the former level (credit for previous awards will be retained).

3. If an administrator's position is reclassified to a higher level on the management salary schedule, that administrator will retain his/her current step at the new level established for the position.
4. If an administrator's position is reclassified to a lower level position the administrator will retain his/her current salary including further step increases and salary schedule enhancements. When the administrator vacates the position, that position will be re-evaluated and classified at the appropriate level.
5. If an administrator's salary exceeds the maximum of the range, the administrator shall be eligible to receive off-schedule salary increases until the salary schedule is increased sufficiently to exceed the administrator's salary.
6. Faculty members and classified staff who are hired for administrative positions shall be placed on the schedule in accordance with these guidelines. If such placements result in less than a five percent (5%) salary increase, the employee shall be placed at the step that shall provide at least a five percent (5%) increase.

#### C. WORK YEAR FOR ADMINISTRATORS

1. The work year for administrators on a twelve (12) month contract is July 1 through June 30. Academic breaks are considered workdays for administrators.
2. The typical work year for administrators on an eleven (11) month contract is July 1 through June 30 with one (1) month (usually August) being a non-work month. This schedule may vary based on the needs of the specific administrative position, but such a schedule change should not increase the number of duty days beyond eleven (11) months. Academic breaks are considered workdays for administrators.
3. The typical work year for administrators on a ten (10) month contract is September 1 through June 30 including academic breaks which are considered workdays for administrators. This schedule may vary based on the needs of the specific administrative position, as long as the schedule change does not increase the number of duty days beyond ten (10) months.
4. All vacation days and leave days except days on unpaid leave of absence are considered days of paid service (or duty days). See Chapter VII for information on leaves.
5. Administrators are entitled to all district holidays that occur during their work year. See Appendix F for a list of the current district holidays.

#### D. WORK WEEK FOR ADMINISTRATORS

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

E. TEACHING ASSIGNMENTS FOR ADMINISTRATORS

1. Educational Administrators listed in Group A in Appendix H may teach one assignment per academic year as part of their management assignment.
2. Administrators listed in Group B in Appendix H may teach up to fifty percent (50%) of an annual full-time teaching load per academic year in their division/program or in a discipline/program in which they previously taught in the District, as part of their management assignment.
3. Administrators listed in Group B in Appendix H may teach one assignment per academic quarter for extra compensation provided that:
  - a. all part-time faculty employees with reemployment preference have been offered the number of assignments for which they are eligible;
  - b. the hours of the assignment are scheduled outside the administrator's regularly scheduled work-day;
  - c. the administrator shall be paid an amount equivalent to what his/her placement would otherwise be as a temporary part-time employee under the guidelines of the appropriate faculty salary schedule;
  - d. with the exception of administrators who have taught in the District in the past three (3) years, administrators who wish to teach for extra compensation shall apply and be hired through the part-time faculty hiring process; and
  - e. in any one (1) quarter of the regular academic year, the total number of assignments within the District taught by administrators for extra compensation shall not exceed three (3).
4. During the summer session, an Educational Administrator listed in Group B, may be eligible for a teaching assignment if (a) all faculty eligible under Article 26.1 have received summer session assignments, and (b) no faculty member is available for the assignment. Such an assignment may not be taught as part of the administrator's annual load. The total number of summer assignments taught by administrators for extra compensation within the District during summer session shall not exceed three (3).
5. Administrators who receive teaching assignments shall be evaluated with the same procedures used to evaluate temporary faculty employees.
6. Administrators who teach as a part of their regular assignment or as an overload assignment are not members of the faculty bargaining unit and may not belong to the faculty organization certified as the exclusive representative for faculty employees.

F. ADVANCEMENT ON SALARY SCHEDULE

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

G. ADMINISTRATIVE ACHIEVEMENT AWARDS

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

H. DOCTORAL STIPEND

Administrators who earn a doctorate shall be eligible to receive an annual stipend of \$2,400 paid in equal monthly installments. Such stipends do not accrue to base salary and are not subject to salary schedule increases.

I. REASSIGNMENT TO FACULTY POSITION

1. As noted in Chapter III (Assignment, Reassignment and Contracts), when an administrator moves from an administrative to a faculty position, the administrator is credited with administrative service by adding a step for each year. If the employee is beyond Step 13 of the salary schedule and has previously served in a faculty position in the District, he/she is given credit for the Professional Recognition Awards he/she could have earned up through June 1986.\*

2. Administrators who are reassigned to faculty positions retain all earned Administrative Achievement Awards and become eligible for Professional Achievement Awards in accordance with the guidelines in Appendix B, items a and b.

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

May 20, 2000

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## CHAPTER VII

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### LEAVES

#### A. PERSONAL NECESSITY LEAVE

An administrator who has been employed by the District for at least one (1) month, may request up to five (5) days of paid personal necessity leave per year. For the purposes of this section, “personal necessity” means obligations or unavoidable duties of an employee that must be performed during scheduled working hours involving:

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

An administrator may request additional days of personal necessity leave for these purposes in appropriate circumstances. Personal necessity leave does not accumulate from year to year.

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

Whenever possible, personal necessity leave must be approved in advance by the administrator’s supervisor.

#### B. BEREAVEMENT LEAVE

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

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

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

C. SICK LEAVE

1. A full-time administrator accrues paid sick leave at the rate of one (1) day of leave for each month of service. An administrator employed less than full-time accrues a proportional amount of leave. Sick leave is cumulative from year to year and shall be advanced at the beginning of each fiscal year.
2. At the request of the District, an administrator who has been on sick leave for five (5) or more consecutive days or has a pattern of sick leave that suggests a chronic illness must submit a statement from his or her physician stating the reason for the absence and the date on which the administrator will or was able to return to work.
3. The Board may grant additional days of sick leave with full pay beyond those to which the administrator is otherwise entitled.
4. Pregnancy, miscarriage, childbirth, or recovery there from are treated as a temporary disability for which sick leave may be utilized. The length of the leave, including its beginning and ending dates, will be determined by the administrator and her physician, based upon the administrator's ability to perform her assigned duties.
5. Sick leave accumulated in other California school districts will be credited to the administrator upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer is made within one year of termination from the former district.

D. EXTENDED SICK LEAVE

1. An administrator is entitled to extended sick leave at the end of all accumulated sick leave or at the end of ten (10) consecutive working days, whichever is later, and continuing for up to 180 calendar days from the first day of absence because of illness or injury. Extended sick leave is granted in increments of not less than one (1) full day for each day of absence due to illness or injury.
2. An administrator on extended sick leave is entitled to compensation as follows:
  - a. for a full month's absence, an amount that equals  $66 \frac{2}{3}$  percent of the administrator's "basic monthly earnings" on the date he or she was last at work,

to a maximum payment of \$6,000 per month. “Basic monthly earnings” means 1/12<sup>th</sup> of the administrator’s annual contract salary.

- b. for less than a full month’s absence, an amount that equals an appropriate fraction of extended sick leave pay, determined by dividing the number of days of absence during the partial month by the number of working days in the month.
3. After the exhaustion of all accumulated and extended sick leave, an administrator may resign, retire, or apply for an unpaid leave of absence. If the administrator applies for an unpaid leave, a leave of up to six (6) months may be granted. If the administrator fails to resign, retire, or apply for a leave or if an extension of a leave is denied, the administrator will be placed on a thirty-nine (39) month re-employment list. During the thirty-nine (39) month period, if the administrator is able to perform the duties of the position, he or she will be employed in the first vacancy in the classification of the previous assignment. In any event, if the administrator remains disabled beyond the period of accumulated and extended sick leave, he or she will receive long-term disability insurance benefits in the manner prescribed in the District’s long-term disability insurance policy.

#### E. SICK LEAVE DONATION

1. An administrator may donate days of sick leave to individual District employees who, due to a serious health condition, have exhausted all accumulated sick leave. Donating administrators must retain a sixty (60) day balance of sick leave after their donation. No employee may receive more than forty (40) days of donated leave per year.
  - a. A “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition which involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider as defined in 29 USC 825.114(a) and as certified by an employee’s physician or other qualified practitioner.
  - b. The Vice Chancellor of Human Resources will verify the certification for eligibility. If the certification from the employee’s physician is insufficient, a certification by a physician of the District’s choosing may be required, at the District’s expense. The District may require additional medical opinions.
2. Donated sick leave must be in one (1) day increments (no less than 8 hours). Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient employee. In the event that the state or federal governments rule that a tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

- a. The donated sick leave may be used only when the employee has exhausted accumulated sick leave and either is not eligible for long-term disability or is eligible but has not begun to receive the long-term coverage.
- b. The Vice Chancellor of Human Resources shall be notified of solicitation of donations. Solicitations of donations may be made by the individual or his or her representative(s).
- c. Donation of sick leave shall be authorized by a signed pledge form prepared by and filed with the District Office of Human Resources. In the event several administrators donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with Human Resources.
- d. If the employee does not use all donated sick leave, the sick leave shall be returned to the donating administrator(s).

F. MILITARY LEAVE, LEGISLATIVE LEAVE, INDUSTRIAL ACCIDENT LEAVE

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

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

G. LEAVE FOR JURY DUTY

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

H. UNPAID LEAVE OF ABSENCE

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

I. PARENTAL LEAVE

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

An administrator on parental leave must notify Human Resources within seven (7) months after the start of the leave whether s/he intends to return to the employment of the District. The District shall attempt – but makes no guarantee – to place the administrator in the same assignment on the same campus as that which was held when the leave began. Unpaid parental leave is not counted in the calculation of salary increments and other service related benefits.

J. FAMILY MEDICAL LEAVE

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

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

Use of family medical leave for a qualifying circumstance, including the administrator’s own serious illness, runs concurrently with other paid and unpaid leaves granted by the district.

The district policy and procedure can be found in Appendix I of this handbook.

K. MONTHLY LEAVE REPORT

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

L. VACATION LEAVE

1. A full-time administrator earns sixteen (16) hours (two days) of paid vacation leave for each calendar month of service. An administrator employed less than full-time receives a proportional amount of leave. If an administrator joins the District after the tenth of the month, vacation leave is computed from the first of the following month.

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

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

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

#### M. ADMINISTRATIVE LEAVE

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

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

- a. an administrative leave for no more than two (2) months at full pay if he or she has rendered service to the District as a permanent or regular or contract faculty member, classified employee, or administrator for at least four (4) consecutive years preceding the taking of the leave and has not taken any other paid professional development leave during that time; or
- b. an administrative leave of not more than ten (10) months at 85% of full pay if he or she has rendered service to the District as regular or contract faculty member, classified employee, or administrator for at least six (6) consecutive years preceding the taking of the leave and has not taken any other paid professional development leave during that time.

- c. In either case, the exact length of the leave will be agreed upon by the administrator and his or her supervisor and approved by the President or the Chancellor, taking into account the employee's professional development need and the reasonable operational needs of the District and the Colleges.
2. No approved absence from service to the District under a paid or unpaid leave of absence shall break the continuity of service required by Section M.1., except for an absence under a paid professional development leave (i.e. an administrative leave, a faculty professional development leave, or a classified staff development leave). However, time spent on any unpaid leave shall not count toward the period of service required.
3. An administrator who wishes to apply for an administrative leave shall file a written application with the Administrative Leave Committee with a copy to the administrator's supervisor and the President or the Chancellor. The written application must be filed at least six (6) months prior to the commencement of the leave. Applications are available in Human Resources and in the Presidents' offices. Application forms are also provided in Appendix J. It is the responsibility of the administrator to deliver the completed and signed application materials and required copies to Human Resources.

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

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

4. The Administrative Leave Committee shall consist of the Vice Chancellor of Human Resources or his/her designee, who shall serve as chairperson; one administrator appointed by the President of De Anza College; one administrator appointed by the President of Foothill College; one administrator appointed by the Chancellor; one administrator appointed by the Executive Council of the Administrative Management Association.
  - a. The Administrative Leave Committee shall review all leave applications and will recommend leave to the Board for action only after determining that the leave will substantially benefit the District, enhance the administrator's job

performance and professional growth, and relate significantly to the administrator's profession, duties and responsibilities or planned reassignment.

- b. The Administrative Leave Committee is also responsible for receiving and reviewing the leave reports required (see #8 below). After reviewing the report, the Committee will file the report with the Board or request further information or refinement of the report from the administrator. If the Committee is unable to determine whether the objectives of the leave were met, the Committee shall make a recommendation to the President or the Chancellor that appropriate remedies be pursued including requiring the administrator to reimburse the district for all or a portion of the leave compensation.
5. No more than six percent (6%) of administrators will be granted administrative leaves during a college year and not more than half of the leaves may be for more than two (2) months.
6. An administrator who is granted an administrative leave of more than two (2) months will not accrue vacation credit for the duration of the leave.
7. As a condition of being granted an administrative leave, an administrator must agree to render service to the District for at least twice the length of the leave following his or her return from the leave. If an administrator fails to perform the required service, he or she will be liable to the District for all amounts paid as compensation during the administrative leave plus other damages, including attorney's fees.
8. Within three (3) months following return from an administrative leave, the administrator must submit a report to the Administrative Leave Committee with a copy to the President or the Chancellor describing the manner in which the objectives of the leave were accomplished.
9. An administrator on paid leave shall receive paid benefits in the same manner as all other full-time contract administrators.

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## CHAPTER VIII

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### PAID BENEFITS

#### A. ELIGIBILITY

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

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

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

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

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

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

#### B. MEDICAL BENEFITS

Each eligible administrator may select one of the following plans at least annually during the established open enrollment period or periods:

1. Kaiser Foundation Health Plan, a Health Maintenance Organization (HMO) is fully paid by the District for the administrator and his or her eligible dependents subject to the following:
  - a. The Kaiser Foundation Health Plan shall include a co-payment of \$10.00 per office visit.
  - b. The Kaiser Foundation Health Plan shall include a co-payment by the employee and dependent of \$50.00 for Emergency Room treatment that does not result in admittance to the medical facility.

- c. The Kaiser Foundation Health Plan shall require a \$5.00 co-payment for each prescription for generic drugs and a \$10.00 co-payment for each prescription for brand-name drugs for employees and dependents.
2. The District Network Only Medical Plan (PPO) allows access only to providers in the Preferred Provider Organization. The Plan is fully paid by the District for the administrator and his or her eligible dependents subject to the following:
  - a. The PPO Plan shall include a co-payment by the employee and dependent of \$20.00 per office visit.
  - b. The PPO Plan shall require deductibles of \$150 annually for each covered individual with a maximum of \$400 annual deductible per family.
  - c. The PPO Plan shall include a co-payment by the administrator and dependent of \$50.00 for Emergency Room treatment that does not result in admittance to the medical facility.
  - d. The PPO Plan shall include a hospitalization co-payment of \$50.00.
  - e. The lifetime limit for any employee or dependent under the PPO Plan shall be \$2,000,000 per insured.
  - f. Services acquired from a non-PPO provider in an emergency or when there is no PPO provider within 30 miles of the insured's primary residence and the care is pre-authorized, the Plan will pay 100% of the usual and customary rate (UCR).
  - g. No benefits are paid for a pre-existing condition unless:
    - 1) At least three (3) consecutive months have elapsed on or after the effective date of insurance during which the insured or insured dependent has incurred no expenses and received no medical treatment or advice or taken any medication in connection with the pre-existing condition; or
    - 2) At least twelve (12) consecutive months have elapsed during which the insured or insured dependent has been continuously insured for these benefits; or
    - 3) With respect to the employee only, at least six (6) consecutive months have elapsed during which the insured has been continuously insured for these benefits actively at work.
3. The District Combined Coverage Medical Plan (PPO+) allows access to both Network and out-of Network (non-PPO) providers. The Plan is fully paid by the District for the administrator only. Administrators who enroll dependents in this plan share the cost of the plan as follows:

The administrator pays the difference in the premium cost between the District Network Only Plan (PPO) described above and the District Combined Coverage Plan (PPO+) for employee plus one and employee plus family.

Coverage is subject to the following:

- a. The PPO+ Plan shall include a co-payment by the employee and dependent of \$20.00 per office visit.
- b. The PPO+ Plan includes an emergency room co-payment of \$50.00 if not admitted to the hospital.
- c. Services acquired from a non-PPO provider shall be paid at 80% of the UCR charges for the first \$10,000 of such medical services annually. Thereafter, the Plan shall pay 100% of the UCR charges consistent with other requirements.

If PPO providers are not available within a thirty-mile (30) radius from the employee or dependent's primary residence, the Plan shall pay 100% of UCR charges for that geographical area.

- d. New employees and dependents covered under the District Self-Insured Medical Plan after July 1, 1993 shall be subject to a "12-month pre-existing condition exclusion" provision consistent with the conditions outlined for the PPO Plan.
- e. The lifetime limit for any employee or dependent under the PPO+ Plan shall be \$2,000,000 per insured.

### C. PRESCRIPTION DRUG BENEFITS

The District PPO and PPO+ plans include coverage for prescription drugs under the following conditions:

1. A \$5.00 co-payment for generic prescriptions and a \$15 co-payment for brand name prescriptions for administrators and their eligible dependents.
2. A \$10.00 co-payment for generic and a \$30.00 co-payment for brand name prescriptions received through mail Order (90 day supply) for administrators and their eligible dependents. There is a \$500 annual cap per individual on Mail Order co-payments.
3. Mail Order is required after three (3) fills of a prescription.

D. VISION CARE BENEFITS

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

E. DENTAL CARE BENEFITS

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

F. LIFE INSURANCE BENEFITS

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

G. LONG-TERM DISABILITY INSURANCE BENEFITS

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

1. Effective January 1, 2008: Income protection insurance provides a benefit equal to 66 2/3 percent of the administrator's basic monthly earnings on the date he or she was disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12<sup>th</sup> of the administrator's annual contract salary.
2. The benefits are payable after the end of all accumulated sick leave and extended sick leave.
3. For administrators with five (5) or more years of STRS service and two (2) or more eligible children on the day of disability, benefits are payable for one (1) year from the date of disability for both accident and illness provided that the management employee is 69 years of age or younger on the date of disability. If the period of disability extends beyond one (1) year, the administrator will receive disability allowance payments from STRS.
4. For all administrators not included under Section G.3, the benefit is payable for ten (10) years from the date of disability for both accident and illness provided the administrator is 55 years of age or younger on the date of disability, the maximum benefit period is in accordance with the schedule set forth in the District's income protection insurance policy.

H. EMPLOYEE ASSISTANCE PROGRAM

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

## I. BENEFITS DURING UNPAID LEAVE OF ABSENCE

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

## J. DOMESTIC PARTNERS

Domestic Partner Benefits are available to the bona fide domestic partner aged over eighteen (18) of an unmarried District employee. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside. (See Appendix D for the procedures for application, qualification, duration and other appropriate information.)

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

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

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

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

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## CHAPTER IX

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### ADMINISTRATIVE ACHIEVEMENT AWARDS

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

#### A. PURPOSE

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

#### B. ELIGIBILITY

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

#### C. REQUIREMENTS

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

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

D. APPLICATION

1. The responsibility for filing a timely and complete application shall be entirely that of the individual administrator. The following documents are required:
  - a. A cover letter of application submitted to the College President for Foothill or De Anza administrators or to the Chancellor for Central Services administrators
  - b. Copies of transcripts and/or evidence of Professional Growth Activities
  - c. An outline of the special service activities for each of the four years of the Award period
  - d. Copies of the most recent performance evaluation including the administrator's self-evaluation
2. Applications must be received no later than April 30 of each year. If approved by the Board the award will be paid in monthly installments beginning with the July payroll.
3. The award shall be granted by the Board of Trustees upon the recommendation of the Chancellor and the appropriate College President or Vice Chancellor. Such

recommendations shall be based on their professional judgment that the eligibility, spirit, and criteria of the award have been met.

E. AWARD AMOUNTS

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

**NOTE:** The program is effective on July 1, 2008. All Administrative Achievement Awards earned through the previous program will continue to be paid under the terms and conditions of the prior program that was discontinued June 30, 1998.

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## CHAPTER X

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### TRAINING/RETRAINING STIPENDS

#### A. PURPOSE

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

#### B. FUND

A fund of \$10,000 shall be appropriated each academic year for this purpose. Any balance shall be carried over into the subsequent year up to a maximum of \$25,000. The fund may be used to defer in whole or in part, the cost of tuition, conference, workshop and application fees, books, or supplies and related expenses other than salary.

#### C. ELIGIBILITY

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

D. PROCESS

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

The plan shall include the specific details of the proposal, the purpose of the stipend, and the amount requested. (See Appendix K)

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

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

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

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

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## CHAPTER XI

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### CLASSIFICATION AND RECLASSIFICATION

#### A. CLASSIFICATION SYSTEM

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

#### B. RECLASSIFICATION PROCESS

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

#### C. PROCEDURE

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

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

D. ADMINISTRATIVE CLASSIFICATION COMMITTEE

1. The Administrative Classification Committee reviews and makes recommendations to the Chancellor on the following:
  - a. The proper classification and salary range for authorized new administrative position;

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

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## CHAPTER XII

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### PRE-RETIREMENT REDUCTION IN CONTRACT

#### A. ELIGIBILITY

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

#### B. LENGTH OF PARTICIPATION

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

#### C. PROVISIONS

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

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

D. PROCESS

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

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## CHAPTER XIII

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### RETIREMENT INCENTIVE PROGRAM

#### A. ELIGIBILITY

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

#### B. PROVISIONS

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

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

2. In return for the compensation specified the retired administrator must provide the District with an appropriate amount of professional services as determined in a written plan mutually agreed upon by the retired administrator and the Board. The retired administrator must consult with the Chancellor or the President annually to develop a proposed plan for the services to be performed during each year of participation in the program. Copies of the plan will be provided to the retired administrator's appropriate supervisor and the Director of Human Resources.
3. A retired administrator who has attained tenure in the District or who taught as part of his/her management assignment may teach as part of the services performed, or as the only assignment with the following provision: that the retired administrator, for the teaching portion of the plan only, be placed on the full-time faculty salary schedule as if he or she were returning to classroom teaching (see Chapter III, I.5, Reassignment to Faculty Position).

C. PROCESS

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

D. TERM

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

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## CHAPTER XIV

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### EARLY NOTICE INCENTIVE

#### A. ELIGIBILITY

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

#### B. AMOUNT OF INCENTIVE

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

#### C. PROCEDURE FOR FILING

1. The annual notice filing period will open on the first day of the Fall quarter and close on the last day of the Fall quarter. A notice is not filed until it is actually received in the Office of Human Resources. If the limit set on the maximum number of participants in any given year is lower than the number of retirement notices filed between the first day of the Fall quarter and October 1 of that year, those administrators who have the most years of service in the District will be selected as participants. If years of service is an inadequate criterion by which to distinguish among prospective participants, years of service in California public schools will be used as criterion. If those criteria are still inadequate, selection among the employees with equal years of service in the District and California public schools will be made by lot. If the limit imposed by the amounts allocated for the Early Notice Incentive as

a part of the annual budget process has not been reached by October 1, participation will be on a first come, first served basis.

2. If, after filing an initial retirement notice, an administrator changes his or her retirement plans and submits an amended retirement notice (or files a letter of retirement with a retirement date that is different from the date specified in his or her initial retirement notice), the initial notice will be entirely disregarded and all amounts accumulated in the Early Notice Incentive account established for the employee will remain the property of the District. However, if it otherwise qualifies, the amended notice will be treated as if it were a new initial notice.
3. Continued eligibility for the Early Notice incentive is conditional upon each participant submitting an irrevocable letter of retirement to the Board of Trustees for the Board's formal acceptance. The letter of retirement must be submitted to the Chancellor at least twelve (12) months before the participant's retirement and must specify a retirement date that is the same as the date contained in the participant's notice of retirement. Once the letter of retirement is accepted by the Board, the administrator must retire on the date specified in the letter.
4. The Early Notice Incentive will be payable in January following the participant's retirement.

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## CHAPTER XV

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### PAID BENEFITS FOR RETIRED ADMINISTRATORS

#### A. ELIGIBILITY

1. The Board provides each retired administrator including each grant and categorically funded administrator, hired before July 1, 1997 who is eligible under the terms of this chapter, and his or her eligible dependents including domestic partners, health and hospital benefits, prescription drug benefits, vision care benefits, and dental care benefits as provided in this chapter.
2. An eligible retired administrator is:
  - a. An administrator who is age 55 or older, who has retired under the State Teachers' Retirement System or the Public Employees' Retirement System (or who has applied for and is eligible to receive a service retirement from either retirement system) and who has rendered service to the District at least half-time as a contract or regular certificated employee or a probationary or permanent classified employee of ten (10) or more years immediately preceding his or her retirement; or
  - b. An administrator who has retired from the State Teachers Retirement System (STRS) or the Public Employees' Retirement System (PERS), and who has rendered service to the District at least half-time as a regular or contract faculty member, classified employee or administrator for ten (10) or more years immediately preceding his or her disability.
3. No absence from the service of the District under a leave of absence and no period of reduced service is deemed as a break in the continuity of service required by this section. Time spent on an administrative leave, a faculty professional development leave, or a classified staff development leave is deemed to be full-time service for the purpose of this chapter.
4. The benefits provided to eligible dependents under this chapter cease at the end of the calendar month in which the death of the retired administrator occurs or, if death occurs after the twelfth working day of the month, at the end of the following calendar month. However, a surviving spouse or domestic partner may continue to receive benefits by reimbursing the District quarterly, in advance, for the full premium or its equivalent for all of the benefits provided.

#### B. BENEFIT PROVISIONS

1. The benefits provided under this chapter remain in accordance with the District Medical Plan or the Kaiser Medical Plan under which the retired administrator was

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

C. BRIDGE PROGRAM

1. Qualified administrators employed after July 1, 1997 are eligible for a health benefits bridge program to cover the period of time between retirement and eligibility for Medicare coverage. So long as the eligible Medicare recipient has fulfilled the requirements of this Section, the bridge shall remain in effect during the period of any delay in initial receipt of Medicare benefits which is not the fault of the recipient.
2. A qualified administrator under this program is one:
  - a. Who is age 55 or older, who has retired from the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS) (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District at least half-time as a contract or regular employee for fifteen (15) or more years immediately preceding his or her retirement. No absence from the service of the District under a leave of absence and no period of approved reduced service shall be deemed as a break in the continuity of service required by this program. Time spent on any Administrative Leave under Chapter VII shall be deemed to be full-time service for the purpose of the program; and
  - b. Who has provided evidence that he or she has Medicare coverage.
3. A qualified spouse or bona fide domestic partner is one:
  - a. Who is at the time the qualified administrator retired under this Program and thereafter the spouse or bona fide domestic partner of the employee; or

- b. Who was the spouse or bona fide domestic partner of the qualified employee on the date of the employee's retirement and is at the time of death of the retiree and thereafter, the surviving unmarried spouse or bona fide domestic partner of the retiree; or
    - c. Who was the spouse or bona fide domestic partner of an employee who at the time of his or her death was at least 55 years of age and rendered sufficient service as defined in this Chapter to qualify for paid benefits upon retirement and is an un-remarried surviving spouse or qualified domestic partner while receiving benefits.
4. Each retired administrator who qualifies under the terms of this Chapter and his or her eligible spouse or bona fide domestic partner as defined shall be eligible for District health and hospital benefits, prescription drug benefits, vision care benefits and dental care benefits as provided in this Chapter and described in Chapter VIII, Paid Benefits.
5. After retirement, under this program the District shall contribute monthly towards the payment of the retiree's benefits as defined herein:
  - a. During each month of eligibility under the program the monthly contribution shall be one twelfth of the annual sum of 2.8% of level "M"/step 8 of the Administrator Salary Schedule (Appendix A) based on a twelve-month (12) annual contract unless a lower percentage is allowed (see #5.d. below).
  - b. If the administrator has a spouse or qualified domestic partner on the date of retirement, and the spouse or domestic partner has no medical benefits coverage as a primary insured, the District will contribute up to 5.6% of the Administrator Salary Schedule for the premiums for the retiree and the spouse/domestic partner. The monetary equivalent of the applicable percentage shall be applied to payments for these benefits of the covered retired employee, spouse, surviving spouse or domestic partner.
  - c. Should the actual cost of the benefits selected cost more than the above, the covered individual(s) shall pay the difference to the District each month.
  - d. Should the actual cost of the benefits selected by a covered individual amount to less than the allowed percentage then the actual percentage shall be that which reflects the actual cost of the selected benefits.
6. The benefits provided to eligible administrators and spouses and bona fide domestic partners under this program shall cease when the employee, unmarried surviving spouse or bona fide domestic partner as the case may be qualifies for and begins receiving Medicare coverage consistent with C.1. (Bridge Program) above.

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

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## CHAPTER XVI

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### GRIEVANCE PROCESS

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

#### A. INFORMAL RESOLUTION

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

#### B. FORMAL PROCESS

##### 1. LEVEL I

If the informal process does not reach an acceptable result, the grievant, within fifteen (15) workdays, must present the grievance in writing, using the Administrative Grievance Form (Appendix L), to the immediate supervisor of the person occasioning the grievance. If the president is the person accused of occasioning the grievance, see Level III process. The statement must include a clear and concise statement of the grievance, the circumstances involved, the decision reached at the informal level, and the specific remedy sought.

The recipient of the grievance will communicate his/her decision in writing to the employee within ten (10) workdays after receiving the grievance.

2. LEVEL II

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

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

3. LEVEL III

If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) workdays of receiving written notification of the decision, appeal to the chancellor of the District. The appeal must include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal. If the president is the person occasioning the grievance, the grievant is allowed to directly use the appeal method outlined in Level III. The Chancellor, in consultation with the Executive Council of The Administrative Management Association, will determine the resolution to be implemented and will forward a decision within ten (10) workdays.

4. LEVEL IV

If the grievant or respondent is not satisfied with the decision at Level III, the decision may be appealed to the Board of Trustees within ten (10) workdays. The appeal must include a copy of the original grievance, the decision rendered at Level III, and a clear, concise statement of the reasons for the appeal. The Board, or designated Reviewing Officer, will review the grievance file and make a final determination in writing within thirty (30) workdays of receipt of the appeal.

C. GUIDELINES

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

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## CHAPTER XVII

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### TERMINATION AND DISCIPLINARY ACTION

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

#### A. CAUSE FOR DISCIPLINE

1. An educational administrator who has tenure in the District as a faculty member may be disciplined only for causes stated in the Education Code Section 87732. (See Chapter XVIII, Termination and Disciplinary Action for Educational Administrators).
2. A program administrator or other classified manager may be released without cause during the probationary period.
3. A permanent program administrator may be disciplined for the following causes:
  - a. Failure, refusal, or inability to perform the normal and reasonable duties of the position or failure to comply with lawful requests from the District;
  - b. Discourteous treatment of employees, students, or other persons;
  - c. Sexual harassment of an employee, student or other person;
  - d. Making threats against an employee, student, or other person.
  - e. Dishonesty;
  - f. Use of District time, facilities, equipment, or supplies for private gain or advantage;
  - g. Unprofessional conduct;
  - h. Participation in any activity or enterprise or acceptance of any employment that is inconsistent, incompatible, in conflict with or inimical to the duties of the position;
  - i. Conviction of any crime involving moral turpitude or controlled substances or conviction of a felony;
  - j. Evident unfitness for service;

k. Possession, use or distribution of any controlled substance on District property or while on District business unless such possession or use is under a valid written physician's prescription.

l. Unexcused or excessive absenteeism or tardiness.

B. IMMEDIATE SUSPENSION

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

C. DUE PROCESS FOR DISCIPLINE

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

6. Within thirty (30) days of the close of the hearing, the Hearing Officer will prepare a written decision to the chancellor on the recommendation for discipline and will give a copy to the administrator and the supervisor.
7. The decision may be appealed to the Board of Trustees at the request of the administrator or chancellor. The Board will review all of the written material. No new information shall be presented to the Board which has not been presented at a previous step in the process. The Board's decision with regard to discipline of the administrator will be final.

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## CHAPTER XVIII

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### TERMINATION AND DISCIPLINARY ACTION FOR EDUCATIONAL ADMINISTRATORS

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

#### A. EDUCATIONAL ADMINISTRATORS

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

#### B. CAUSE FOR DISCIPLINE

Discipline may be imposed for the following causes upon an educational administrator who has tenure in the District as a faculty member or any other educational administrator during the term of his or her contract.

1. Immoral or unprofessional conduct.
2. Dishonesty.
3. Unsatisfactory performance.
4. Evident unfitness for service.
5. Physical or mental condition that makes him or her unfit to instruct or associate with students.
6. Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the Board of Governors or by the Board of Trustees of Foothill-De Anza Community College District employing him or her.
7. Conviction of a felony or any crime involving moral turpitude.
8. Conduct specified in Section 1028 of the Government Code.

#### C. IMMEDIATE SUSPENSION

1. Upon the filing of written charges, duly signed and verified by the person filing them with the Board of Trustees of the Foothill-De Anza Community College District, or

upon a written statement of charges formulated by the Board of Trustees, an academic employee of the District who is alleged to have engaged in dishonesty, immoral conduct, been convicted of a felony or a crime involving moral turpitude, is incompetent due to mental disability, or willfully refuses to perform regular assignments without reasonable cause, the Board of Trustees may, if it deems such action necessary, immediately suspend the employee from his or her duties and give notice of that suspension, and that thirty (30) days after service of the notice he or she will be dismissed, unless he or she demands a hearing in accordance with this chapter.

2. If any employee is charged with offenses enumerated in Education Code Section 87736, any suspension or a leave of absence shall be in accordance with that article. Any statement of charges issued for offenses under Section 87736 shall have a copy of that code section attached.

#### D. DUE PROCESS FOR DISCIPLINE

1. The Board of Trustees shall not act upon charges of unprofessional conduct or unsatisfactory performance unless during the preceding term or half college year prior to the date of the filing of the charge, and at least ninety (90) days prior to the date of the filing, the Board, or its authorized representative, give the employee written notice of the unprofessional conduct or unsatisfactory performance.
2. The disciplinary notice, shall be in writing and be served upon the employee personally, or by United States registered mail addressed to the employee at his or her last known address. If the employee demands a hearing within thirty (30) days, the matter shall proceed to arbitration or hearing in accordance with this chapter.
3. If the employee objects to the decision of the Board of Trustees or the reasons therefore on any ground, he or she shall notify the Board of Trustees, the Chancellor, and the President of the College with those objections within thirty (30) days of the date of service of the notice. Service is defined as the date upon which he is personally served with the notice of the date the service was mailed.
4. Within thirty (30) days of receipt by the Board of Trustees of the employee's demand for a hearing, the employee and the Board of Trustees shall agree upon an arbitrator to hear the matter. Where there is an agreement as to the arbitrator, the employee and the Board of Trustees shall enter into the records of the Board of Trustees written confirmation of the agreement signed by the employee and an authorized representative from the Board of Trustees. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter.
5. The arbitrator shall conduct proceedings in accordance with Chapter 5, commencing with Section 11500, Part 1 of Division 3 of the Title II of the Government Code, except for the right of discovery of all parties shall not be limited to those matters set forth in Section 11507.6 of the government code but shall include rights and duties of

any party in a civil action brought in Superior Court. In all cases, discovery shall be completed prior to one week before the date set for hearing.

6. The arbitrator shall determine whether there is cause to dismiss or penalize the employee. If the arbitrator finds cause, the arbitrator shall determine whether the employee shall be dismissed, or the precise penalty to be imposed, and whether the decision should be imposed immediately or postponed pursuant to Section 87672 of the Education Code.
7. No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence produced relating to matters that occurred more than four (4) years prior to the date of the filing to the notice. Evidence of records regularly kept by the Board of Trustees concerning the employee may be introduced, but no decision relating to the dismissal or suspension of any employee shall be made on charges of evidence of any nature relating to matters occurring more than four (4) years prior to the date of filing a notice.
8. The district alone shall pay the arbitrator's fees and expenses, and the cost of the proceedings as determined by the arbitrator. The cost of the proceedings does not include any expenses paid by the employee for his or her counsel, witnesses, or preparation of presentation of evidence on his or her behalf.
9. If within thirty (30) days of receipt of the notification by the Board of Trustees, no written confirmation of agreement of the employee and the Board of Trustees as to an arbitrator has been submitted to the Secretary of the Board of Trustees for entry into its records, the Board of Trustees shall certify the matter to the Office of Administrative Hearings and request the appointment of an Administrative Law Judge.
10. The Administrative Law Judge shall conduct proceedings in accordance with the section governing arbitration in this chapter.
11. The Administrative Law Judge shall determine whether there is cause to dismiss or penalize the employee. If the Administrative Law Judge finds cause, the Administrative Law Judge shall determine whether the employee shall be dismissed, or the precise penalty to be imposed, and whether the decision should be imposed immediately or postponed pursuant of Section 87672 of the Education Code.
12. The decision of the arbitrator or Administrative Law Judge, as the case may be, on petition from either the Board of Trustees or the employee, be reviewed by a Court of competent jurisdiction under the procedures set forth in Section 87682.
13. Prior to imposing discipline, the conditions which are specified in Education Code Section 87682 shall be satisfied.

## APPENDIX A

### 2006-2007 ADMINISTRATIVE MONTHLY SALARY SCHEDULE

LEVEL	Step	Amount	Step	Amount	Step	Amount	Step	Amount	Step	Amount	Step	Amount	Step	Amount	Step	Amount	
N	A		B	\$10,476.01	C	\$10,999.43	D	\$11,549.26	E	\$12,126.81	F	\$12,490.44	G	\$12,864.12	H	\$12,992.45	
M	A		B	\$10,024.29	C	\$10,525.09	D	\$11,051.03	E	\$11,603.38	F	\$11,950.65	G	\$12,309.24	H	\$12,431.30	
L	A		B	\$9,631.74	C	\$10,112.36	D	\$10,616.93	E	\$11,147.90	F	\$11,481.34	G	\$11,824.82	H	\$11,943.10	
K	A		B	\$9,297.05	C	\$9,761.32	D	\$10,249.54	E	\$10,761.63	F	\$11,083.71	G	\$11,417.17	H	\$11,531.66	
J	A		B	\$8,878.04	C	\$9,322.22	D	\$9,787.75	E	\$10,277.21	F	\$10,585.48	G	\$10,902.56	H	\$11,010.75	
I	A		B	\$8,058.94	C	\$8,461.59	D	\$8,884.35	E	\$9,328.50	F	\$9,607.83	G	\$9,895.97	H	\$9,994.10	
H	A		B	\$7,334.23	C	\$7,700.34	D	\$8,085.36	E	\$8,489.27	F	\$8,743.43	G	\$9,005.14	H	\$9,095.74	
G	A		B	\$6,712.65	C	\$7,047.33	D	\$7,399.63	E	\$7,769.55	F	\$8,002.32	G	\$8,242.65	H	\$8,324.45	
F	A		B	\$6,166.58	C	\$6,474.85	D	\$6,798.21	E	\$7,137.92	F	\$7,351.83	G	\$7,572.02	H	\$7,764.53	
E	A		B	\$5,706.05	C	\$5,990.42	D	\$6,291.14	E	\$6,605.69	F	\$6,803.24	G	\$7,007.07	H	\$7,076.26	

## **APPENDIX B**

### **ADMINISTRATIVE ACHIEVEMENT AWARD**

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

In establishing an eligibility date, the following guidelines will be used:

- A. A faculty member who is reassigned from faculty to administrator may use a faculty year(s) towards eligibility for an Administrative Achievement Award. However, the administrator may not receive eligibility for both an Administrative Achievement Award and a Professional Achievement Award for the same years of service or for the same professional growth or service activities. The faculty member retains all prior PAA awards but is entitled to no more than a total of 4 awards.
- B. An administrator who is reassigned from an administrator to a faculty position may use administrative years(s) towards eligibility for a Professional Achievement Award. However, the faculty member may not receive eligibility for both an Administrative Achievement Award and a Professional Achievement Award for the same years of service or for the same professional growth or service activities. An administrator retains all prior AAA awards but is entitled to no more than a total of four (4) awards.
- C. Administrators who are hired at a step other than Step A and who do not have other eligible years in another district position, shall not be eligible for an Administrative Achievement Award until they have completed four (4) years of required service.
- D. Years as an “acting” administrator can count towards Administrative Achievement Award eligibility if the conditions of A or B are met.
- E. Grant-funded administrators are eligible for an Administrative Achievement Award if the grant funds are available to support the award.

## APPENDIX C

### FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

#### *ADMINISTRATIVE PERFORMANCE APPRAISAL FORM*

*Philosophy and Policy*

The performance of all Foothill-De Anza Community College District administrators shall be evaluated annually. Evaluations shall be thorough, fair, and objective. It shall be designed to improve the overall operation of the organization and to assist the administrator in the growth and development of professional abilities, as well as to identify areas of strengths and weaknesses. The process will aid the administrator in the improvement of performance and provide a basis for performance pay adjustments.

The evaluation process promotes and supports appropriate management and leadership skills, and assures that administrators have goals which are in line with the overarching goals of the Foothill-De Anza Community College District.

*Communication*

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

Administrators are evaluated in three categories: Position Responsibilities, Annual Goals, and Behavioral Skills. In addition to this, each administrator must complete a self-evaluation which includes a professional development plan. Effective administrators possess strong communication skills, leadership, teamwork, professional knowledge and expertise, administrative skills and diversity leadership.

*Rating*

The performance review will affect the administrator's step advancement and should be fully and carefully considered. In order to provide the most consistent and objective ratings, the following definitions are provided:

<b>EX</b>	<b>Excellent</b>	Performance is outstanding in all areas of position responsibility. In one or more of these areas, job performance is noticeably remarkable, superior, or noteworthy. Evaluator must provide written verification/explanation of this rating.
<b>GSP</b>	<b>Good Solid Performance</b>	Performance is sound and reliable; produces results consistent with expectations; fulfills management standards of the district. Performance of duties is fully effective in all areas.
<b>NI</b>	<b>Needs Improvement</b>	Performance is deficient in one or more areas of position responsibility and falls short of achieving primary goals and objectives. A plan for development or additional experience on the job is needed to achieve good, solid performance. This rating must be substantiated by supporting observations and examples and the evaluator must provide specific recommendations for improvement.
<b>U</b>	<b>Unsatisfactory</b>	Performance consistently fails to meet job expectations. Improvement is essential to continued employment in position. The evaluator must provide specific examples of unsatisfactory performance and a specific plan for improvement.
<b>NA/O</b>	<b>Not Applicable or Observable</b>	This rating is given when the rating factor does not apply or when job performance has not been observed.

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

**ADMINISTRATOR PERFORMANCE APPRAISAL FORM**

(continued)

<i>Procedures</i>	<p>The ratings on the previous page are used for two major sections of the form: Position Responsibilities, and Annual Goals. Each of the four to seven Position Responsibilities are reviewed and an overall evaluation rating provided. The same procedure is followed for Annual Goals.</p> <p>The Comprehensive Evaluation form provides an opportunity to assess behavioral skills in the following areas: 1) Administrative Skills, Planning and Organization; 2) Leadership; 3) Teamwork and Supervision; and 4) Knowledge, Experience and Communication. The rating for the comprehensive portion of the evaluation is determined by the administrator's supervisor after a review of all the forms received.</p> <p>The Overall Rating for the evaluation is determined by the administrator's supervisor who must provide a written rationale for the overall rating.</p> <p>Each administrator must complete a self-evaluation in a format mutually agreed upon between the administrator and the supervisor. The self evaluation is an opportunity for the administrator to identify performance strengths, note circumstances that may have affected performance either positively or negatively, and inform the supervisor of particular accomplishments that may not be reflected in other portions of the evaluation.</p>
<i>Implementation</i>	<p><b>Immediate Supervisor and Administrator Meet (Before end of the Academic Year)</b></p> <ul style="list-style-type: none"> <li>&gt; Review District and College goals</li> <li>&gt; Develop annual administrator goals and related objectives</li> <li>&gt; Review job description and identify current major responsibilities</li> <li>&gt; Review feedback from comprehensive evaluation</li> </ul>
<i>Mid-Year Review</i>	<p><b>Immediate Supervisor and Administrator Meet (December)</b></p> <ul style="list-style-type: none"> <li>&gt; Review progress toward goals and adjust as needed</li> </ul>
<i>Review/Summation Session</i>	<p><b>Immediate Supervisor and Administrator Meet (Completed by March 1st)</b></p> <ul style="list-style-type: none"> <li>&gt; Formal evaluation on previous year's performance only             <ul style="list-style-type: none"> <li>* Major position responsibilities</li> <li>* Goals</li> <li>* Behavioral skill areas</li> <li>* Administrator's self evaluation</li> </ul> </li> <li>&gt; Establish new goals for the subsequent year</li> <li>&gt; Issue written evaluation with placement</li> </ul>
<i>Three-Year Reviews</i>	<p>Every third year, the administrator and supervisor will prepare a list of individuals to participate in the administrator's evaluation pool. The individuals identified should include persons within the administrator's sphere of influence and/or persons who are knowledgeable of the administrator's work, including all full time faculty and a representative number of part time faculty in a particular division or department, staff, peers, students, and, where appropriate, community members, vendors or service providers. Each individual will be asked to complete a comprehensive evaluation form.</p>

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

Performance Evaluation Key: **EX:** Excellent **GSP:** Good Solid Performance  
**NI:** Needs Improvement **U:** Unsatisfactory  
**NA/O:** Not Applicable/Observed

**POSITION RESPONSIBILITIES**

*Implementation*

*Review*

LIST 4-7 MAJOR POSITION RESPONSIBILITIES	SUPERVISOR'S COMMENTS
1.	
2.	
3.	
4.	
5.	
6.	
7.	
<b>Position Responsibility Rating</b>	

## ANNUAL GOALS

*Implementation*

*Review*

<b>LIST 3-5 GOALS* FOR PERFORMANCE PERIOD *</b> *identify measurable objectives with supervisor	<b>SUPERVISOR'S COMMENTS</b>
1.	
2.	
3.	
4.	
5.	
<b>Annual Goal Rating</b>	

How do these goals relate to the overall organizational goals? ( <i>Implementation phase</i> )
What problems/challenges are anticipated in reaching these goals? ( <i>Implementation phase</i> )

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
COMPREHENSIVE ADMINISTRATOR EVALUATION FORM**

**Administrator** \_\_\_\_\_

**Position** \_\_\_\_\_

**Division/Department** \_\_\_\_\_

**Evaluation Period:** From: \_\_\_\_\_ To \_\_\_\_\_

The District promotes high professional standards among its administrators. This performance evaluation is designed to improve the overall operation of the organization and to assist the administrator in the growth and development of professional abilities. Please take the time to evaluate this administrator by completing the evaluation. Please be thoughtful and candid in your responses. Use the comments section to expand on your evaluation as needed.

Using the following scale, please rate each item for the administrator.

- A** = strongly agree
- B** = agree
- C** = disagree
- D** = strongly disagree
- E** = no opinion or not applicable

<b><u>In the areas of Administrative Skills, Planning, and Organization, this administrator:</u></b>	<b><u>Rating</u></b>
1. Develops achievable objectives and goals consistent with the goals and mission of the college and the district.	
2. Plans work and implements the plan to move toward a defined vision.	
3. Makes efficient use of resources.	
4. Is organized.	
5. Works effectively under pressure.	
6. Schedules and conducts effective meetings.	

Comments:

<b><u>In the area of Leadership, this administrator:</u></b>	<b><u>Rating</u></b>
7. Inspires confidence, respect, enthusiasm and cooperation.	
8. Performs duties and responsibilities with integrity and high professional standards.	
9. Uses sound judgment and makes good decisions.	
10. Supports and facilitates the District's commitment to diversity and cultural richness.	

Comments:

<b><u>In the area of Teamwork and Supervisory Skills, this administrator:</u></b>	<b><u>Rating</u></b>
11. Develops objectives and goals in a collaborative process.	
12. Works with all parties, with respect and consideration, to resolve disputes or conflicts in a 'win-win' fashion whenever possible.	
13. Encourages faculty, staff and students to excel; provides opportunities for staff development.	
14. Supports a multicultural environment.	
15. Welcomes different opinions and ideas and considers them during decision making processes.	
16. Effectively supervises the work and the faculty and staff who perform the work.	

Comments:

<b><u>In the area of Knowledge, Experience and Communication Skills, this administrator:</u></b>	<b><u>Rating</u></b>
17. Communicates clearly orally and in writing.	
18. Is sensitive to different styles of communication and seeks to improve communication with employees and students.	
19. Listens well and considers a diversity of opinions.	
20. Has general knowledge of all areas supervised.	
21. Understands the College and District visions and integrates those in their plan.	

Comments:

<b><u>Overall:</u></b>	<b><u>Rating</u></b>
22. This administrator's performance meets the expectations of the job.	

Comments:

**What areas in this administrator's job performance are noteworthy?**

**What specific suggestions would you have for improvement for this administrator?**

**What additional comments or examples can you provide that are relevant to the administrator's job performance?**

***COMPUTATION OF OVERALL RATING***

<b>Category</b>	<b>Rating</b>
Position Responsibilities	
Annual Goals	
Behavioral Skills	
<b>Overall Rating</b>	

***RATIONALE FOR OVERALL RATING***

A large empty rectangular box with a double-line border, intended for providing the rationale for the overall rating.

**ADMINISTRATIVE PERFORMANCE APPRAISAL**

**SIGNATURE PAGE**

This ( \_\_\_ **Annual** \_\_\_ **Comprehensive**) Performance Appraisal was conducted in accordance with Chapter IV of the Administrators Handbook.

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

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Signature of Administrator conducting the evaluation:

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

Signature of President or Chancellor\*

\_\_\_\_\_  
President Date

\*If there is a level of supervision between the Administrator conducting the evaluation and the President, or Chancellor, that individual must initial here to indicate that he/she has reviewed the evaluation. \_\_\_\_\_

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

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

\_\_\_\_\_ I disagree with the evaluation

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

Comments:

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

Signature of Administrator being evaluated:

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

**FOOTHILL-DE ANZA ADMINISTRATIVE PERFORMANCE EVALUATION**

TO: PARTICIPANTS IN THE COMPREHENSIVE PERFORMANCE EVALUATION

FROM: \_\_\_\_\_

RE: PERFORMANCE EVALUATION OF \_\_\_\_\_

The Administrative Performance Evaluation process for administrators in the Foothill-De Anza Community College District is designed to promote and support appropriate leadership and management skills, to improve the overall operation of the organization, to assist the administrator in the growth and development of professional abilities, and to identify areas of strength and challenge. This process recognizes the effectiveness of the administrator and assists the administrator in the improvement of performance.

The Administrative Performance Evaluation consists of three components of evaluation: major job duties and responsibilities; annual goals; and behavioral skills. In addition, each administrator completes a self-evaluation. You are being asked to participate in the assessment and evaluation of the administrator's behavioral skills. As someone within this administrator's sphere of influence or as someone knowledgeable of the administrator's work, you are asked to complete the attached form objectively and honestly.

Please read each statement carefully and then indicate the rating that best reflects your assessment of the administrator's performance in that area. A comment section is provided for each behavioral skill area. You are also asked to indicate areas of noteworthy performance and to provide suggestions for improvement.

You must sign below when submitting your response. Be assured that confidentiality will be observed throughout this process. **No individual responses will be shown to the administrator whose performance is being evaluated.** Only the supervisor and/or members of the Evaluation Committee will see your response and this page will be removed prior to review. The supervisor will summarize the responses of those who participate.

Please return the completed questionnaire with this signed cover sheet to me by \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

I am a (circle one) Administrator Faculty Classified Staff Other \_\_\_\_\_

\_\_\_\_\_ I do not wish to participate in this process because \_\_\_\_\_

**FOOTHILL-DE ANZA ADMINISTRATIVE PERFORMANCE EVALUATION**

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TO: PARTICIPANTS IN THE COMPREHENSIVE PERFORMANCE EVALUATION

FROM: \_\_\_\_\_

RE: PERFORMANCE EVALUATION OF \_\_\_\_\_

The Administrative Performance Evaluation process for administrators in the Foothill-De Anza Community College District is designed to promote and support appropriate leadership and management skills, to improve the overall operation of the organization, to assist the administrator in the growth and development of professional abilities, and to identify areas of strength and challenge. This process recognizes the effectiveness of the administrator and assists the administrator in the improvement of performance.

The Administrative Performance Evaluation consists of four components of evaluation: major job duties and responsibilities; annual goals and objectives; behavioral skills; and professional growth and development. You are being asked to participate in the assessment and evaluation of the administrator's behavioral skills. As someone within this administrator's sphere of influence or as someone knowledgeable of the administrator's work, you are asked to complete the attached form objectively and honestly.

Please read each statement carefully and then indicate the rating that best reflects your assessment of the administrator's performance in that area. A comment section is provided for each behavioral skill area. You are also asked to indicate areas of noteworthy performance and to provide suggestions for improvement.

You must sign below before submitting your response. Be assured that confidentiality will be observed throughout this process. **No individual responses will be shown to the administrator whose performance is being evaluated.** Only the supervisor will see your response and this page will be removed prior to review. The supervisor will summarize the responses of those who participate.

Please return the completed questionnaire with this signed cover sheet to me by \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

I am a (circle one) Administrator Faculty Classified Staff Other \_\_\_\_\_

\_\_\_\_\_ I do not wish to participate in this process because \_\_\_\_\_

---

## APPENDIX C.1

### FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

#### *PROCEDURES FOR CONDUCTING A COMPREHENSIVE EVALUATION FOR AN ADMINISTRATOR*

A supervisor may select one of the following procedures to conduct the comprehensive evaluation of an administrator. Regardless of the procedure selected, the administrator and the supervisor will identify the participants.

##### **OPTION 1**

The administrator's supervisor (or designee) conducts at least one Evaluation Session to provide participants an opportunity to respond to the Comprehensive Evaluation. The Supervisor will invite all of the participants identified by the administrator and the supervisor to the Evaluation Session. The invitation will include the name/title of the administrator being evaluated, a short presentation of the goals for that three-year period, a soft copy of the evaluation instrument and an explanation of the choices for participation. Additional sessions may be offered at the discretion of the administrator's supervisor. At the beginning of each session participants will sign in on a participants roster. The participants will complete separate evaluations without discussion or comment. At the end of the session the forms will be collected and the signed roster will be submitted with an equal number of completed forms.

Participants who are unable to attend may submit the instrument in either paper or soft copy format along with the signature page without attending the Evaluation Session. In no case shall the administrator include an anonymous response.

The administrator's supervisor will tabulate all responses and develop a comprehensive summary to be discussed with the administrator. The summary shall be included with the evaluation form submitted to Human Resources for inclusion in the Personnel file.

##### **OPTION 2**

The administrator's supervisor convenes an Evaluation Committee consisting of one faculty member, one classified staff member and one administrative peer. Each member of the committee is responsible for distributing and collecting the evaluation form to/from his/her constituency. The Committee members tabulate the responses from each employee group, summarize the comments and provide the summary to the administrator's supervisor. In no case shall the committee consider an anonymous response.

The administrator's supervisor will develop a comprehensive summary to be discussed with the administrator. The summary shall be included with the evaluation form submitted to Human Resources for inclusion in the Personnel file

##### **OPTION 3**

The administrator's supervisor distributes the comprehensive evaluation forms to the participants jointly selected with the administrator. The forms are returned to the administrator who separates the signed cover sheet from the evaluation before reading the evaluation. In no case shall the administrator include an anonymous response.

The administrator's supervisor will tabulate all responses and develop a comprehensive summary to be discussed with the administrator. The summary shall be included with the evaluation form submitted to Human Resources for inclusion

## APPENDIX D

### FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

#### ELIGIBILITY CRITERIA FOR DOMESTIC PARTNERS' BENEFITS

##### I. DEFINITIONS

Domestic Partnership Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

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

##### II. ELIGIBILITY AND ENROLLMENT CRITERIA

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

8. The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must also disclose the address of that residence.
9. The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other, which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
10. The domestic partners must intend that the circumstances which render them eligible for enrollment will remain so indefinitely.
11. The domestic partners must acknowledge that they understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partner.
12. The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
13. The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
14. The employee must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.
15. The domestic partners must agree to notify the District within thirty (30) days if there is any change of circumstances arrested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The non-employee domestic partner must agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the view of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be the sole responsibility of that employee to make such notification.
16. The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the district suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.

17. The domestic partners must acknowledge that the District Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

**Affidavit for Enrollment of Domestic Partnership**

I,

\_\_\_\_\_  
(print name of employee)

and

I,

\_\_\_\_\_  
(print name of non-employee domestic partner)

certify that:

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

Domestic Partnership Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnership.

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

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

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

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

5. Neither of us is married.

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

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

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

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

of the domestic partners to recover its losses, including reasonable attorneys' fees and court costs.

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

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

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

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

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

State of California     )  
  ) ss.  
County of Santa Clara )

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

\_\_\_\_\_, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared  
\_\_\_\_\_ personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person(s)  
whose name(s) \_\_\_\_\_ subscribed to the within instrument  
and acknowledged to me that \_\_\_he\_\_\_\_\_ executed  
the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or entity  
upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF CALIFORNIA  
My commission expires: \_\_\_\_\_

## APPENDIX E

### ADMINISTRATIVE CLASSIFICATIONS

JOB TITLE	LEVEL
EXECUTIVE DIRECTOR, FACILITIES, OPERATIONS AND CONSTRUCTION MANAGEMENT	M
VICE PRESIDENT, EDUCATIONAL RESOURCES AND INSTRUCTION	M
VICE PRESIDENT, FINANCE AND COLLEGE SERVICES	M
VICE PRESIDENT, INSTITUTIONAL RESEARCH AND INSTRUCTION	M
VICE PRESIDENT, INSTRUCTION	M
VICE PRESIDENT, STUDENT DEVELOPMENT AND INSTRUCTION	M
VICE PRESIDENT, STUDENT SERVICES AND INSTITUTIONAL RESEARCH	M
VICE PRESIDENT, TECHNOLOGY AND INSTRUCTION	M
CONTROLLER	K
DEAN, FACULTY AND STAFF	K
DEAN, LEARNING TECHNOLOGIES AND INNOVATIONS	K
DIRECTOR, INFORMATION SYSTEMS AND OPERATIONS	K
DIRECTOR, SYSTEMS AND NETWORKS	K
DIVISION DEAN, BIOLOGICAL, HEALTH AND ENVIRONMENTAL SCIENCES	K
DIVISION DEAN, BUSINESS/COMPUTER SYSTEMS	K
DIVISION DEAN, LANGUAGE ARTS (DE ANZA)	K
DIVISION DEAN, PHYSICAL SCIENCE, MATHEMATICS AND ENGINEERING (DE ANZA)	K
DIVISION DEAN, SOCIAL SCIENCE AND HUMANITIES	K
DIVISION DEAN, SPECIAL EDUCATION AND APPLIED TECHNOLOGIES	K
EXECUTIVE DIRECTOR, FOOTHILL-DE ANZA COMMUNITY COLLEGES FOUNDATION	K
EXECUTIVE DIRECTOR, INSTITUTIONAL RESEARCH AND PLANNING	K
DEAN, ACADEMIC SERVICES	J
DEAN, COUNSELING AND MATRICULATION	J
DEAN, COUNSELING AND STUDENT SUPPORT	J
DEAN, INTERNATIONAL EDUCATION	J
DEAN, MIDDLEFIELD CAMPUS	J
DIRECTOR, BOND PROGRAM MANAGEMENT	J
DIRECTOR, COLLEGE SERVICES	J
DIRECTOR, CONSTRUCTION PROGRAM MANAGEMENT	J
DIRECTOR, DISTRICT SAFETY AND SECURITY	J
DIVISION DEAN, ADAPTIVE LEARNING AND DISABLED SERVICES	J
DIVISION DEAN, BIOLOGY AND HEALTH SCIENCES	J
DIVISION DEAN, BUSINESS AND SOCIAL SCIENCES	J
DIVISION DEAN, COMPUTERS, TECHNOLOGY AND INFORMATION SYSTEMS	J
DIVISION DEAN, CREATIVE ARTS	J
DIVISION DEAN, FINE ARTS AND COMMUNICATION	J
DIVISION DEAN, INTERCULTURAL/INTERNATIONAL STUDIES	J
DIVISION DEAN, LANGUAGE ARTS (FOOTHILL)	J
DIVISION DEAN, PHYSICAL EDUCATION AND ATHLETICS	J
DIVISION DEAN, PHYSICAL EDUCATION AND HUMAN PERFORMANCE	J
DIVISION DEAN, PHYSICAL SCIENCE, MATHEMATICS AND ENGINEERING (FOOTHILL)	J

## APPENDIX E

### ADMINISTRATIVE CLASSIFICATIONS (Continued)

JOB TITLE	LEVEL
DEAN, ADMISSIONS AND RECORDS	I
DEAN, COMMUNITY EDUCATION	I
DEAN, EOPS/CARE AND STUDENT DEVELOPMENT	I
DEAN, FOOTHILL GLOBAL ACCESS	I
DEAN, LIBRARY SERVICES	I
DEAN, STUDENT OUTREACH AND RETENTION	I
DEAN, STUDENT AFFAIRS AND ACTIVITIES	I
DIRECTOR, BUDGET OPERATIONS	I
DIRECTOR, FACILITIES AND OPERATIONS (CENTRAL SERVICES)	I
DIRECTOR, FOOTHILL FACILITIES AND OPERATIONS	I
DIRECTOR, HUMAN RESOURCES	I
DIRECTOR, MARKETING, COMMUNICATIONS AND DEVELOPMENT	I
DIRECTOR, MARKETING, PUBLIC RELATIONS AND DESIGN SERVICES	I
DIRECTOR, PROFESSIONAL AND WORKFORCE DEVELOPMENT	I
ASSOCIATE DIRECTOR, DEVELOPMENT	H
DIRECTOR, CAMPUS SAFETY AND SECURITY	H
DIRECTOR, ENVIRONMENTAL HEALTH AND SAFETY	H
DIRECTOR, FINANCIAL AID AND EOPS	H
DIRECTOR, HIGH TECH CENTER TRAINING UNIT	H
DIRECTOR, PURCHASING SERVICES	H
DIRECTOR, RISK MANAGEMENT	H
MANAGER, BENEFITS	H
ASSOCIATE DIRECTOR, FACILITIES, OPERATIONS AND CONSTRUCTION MANAGEMENT	G
DIRECTOR, BUDGET AND PERSONNEL	G
DIRECTOR, CAMPUS BOOKSTORE (DE ANZA)	G
DIRECTOR, CAMPUS BOOKSTORE (FOOTHILL)	G
DIRECTOR, CAMPUS CENTER	G
DIRECTOR, CHILD DEVELOPMENT CENTER	G
DIRECTOR, FINANCIAL AID AND SCHOLARSHIP	G
DIRECTOR, SMALL BUSINESS DEVELOPMENT	G
DIRECTOR, FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT INTERNSHIP PROGRAM	F
DIRECTOR, PRINTING SERVICES	F
MANAGER, CUSTODIAL OPERATIONS	F

## APPENDIX F

### DISTRICT HOLIDAYS

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

July	Independence Day
September	César Chávez Day (Friday before Labor Day)
September	Labor Day
November	Veteran's Day
November	Thanksgiving (2 days)
December	Christmas Eve (last working day before Christmas)
December	Christmas Day
December	Day after Christmas
December	December Holiday*
December	New Year's Eve
January	New Year's Day
January	Dr. Martin Luther King, Jr. Day
February	Lincoln's Day
February	Washington's Day
May	Memorial Day

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

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

## APPENDIX G

### CLASSIFICATION AND APPEAL GUIDELINES

*(Please reference Chapter XI)*

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

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

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

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

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

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

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

*Thinking Environment* which describes the degree of freedom permitted to the job to initiate the thinking process as a result of external and internal conditions. It considers the rules, instructions, practices, precedents, standards, principles, policies, goals and objectives that create the context in which a job is authorized to deal with unusual situations. Thinking environment can be rated from “strict routine” to “standardized” to “generally defined.”

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

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

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

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

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



3. Changes in accountability

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

5. Other factors I would like the Committee to consider

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

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

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

Supervisor's Comments:

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

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

*Additional sheets may be attached if needed.*

**CLASSIFICATION REVIEW**

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

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

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

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

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

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

Deletion of or a significant decline in programs/services that affects the level of know-how, problem solving, and/or accountability of your position; or

The transfer of duties and responsibility for programs and services to another position; or

A reclassification of another position that impacts your position.

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

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

1. Changes in knowledge requirement:

2. Changes in problem solving requirements:

3. Changes in accountability:

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

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

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

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

Supervisor's Comments:

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

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

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

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

**CLASSIFICATION REVIEW APPEAL**

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

PLEASE TYPE OR PRINT LEGIBLY

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

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

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

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

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

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

1. Appeal Rationale

2. Additional/Clarifying Information

a. Knowledge requirements:

b. Problem solving requirements:

c. Accountability:

3. Other factors I would like the Committee to consider

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

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

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

Supervisor's Comments:

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

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

*Additional sheets may be attached if needed.*

## APPENDIX H

### TEACHING ASSIGNMENTS FOR ADMINISTRATORS

#### GROUP A

Vice President, Educational Resources and Instruction  
Vice President, Instruction  
Vice President, Institutional Research and Instruction  
Vice President, Student Development and Instruction  
Vice President, Student Services  
Vice President, Technology and Instruction  
Vice Chancellor, Human Resources and Equal Opportunity  
Vice Chancellor, Business Services  
Vice Chancellor, Educational Technology Services  
President  
Chancellor

#### GROUP B

Dean, Academic Services  
Dean, Adaptive Learning and Disabled Student Services  
Dean, Biology, Health and Environmental Sciences  
Dean, Biological and Health Sciences  
Dean, Business and Social Sciences  
Dean, Business/Computer Systems  
Dean, Child Development and Education  
Dean, Computers, Technology and Information Systems  
Dean, Counseling and Matriculation  
Dean, Counseling and Student Services  
Dean, Creative Arts  
Dean, Distance and Extended Learning  
Dean, Distance and Mediated Learning  
Dean, Faculty and Staff  
Dean, Fine Arts and Communication  
Dean, Humanities and Social Sciences  
Dean, Intercultural and International Studies  
Dean, Language Arts  
Dean, Physical Education and Athletics  
Dean, Physical Education and Human Performance  
Dean, Physical Sciences, Math and Engineering  
Dean, Special Education and Applied Technologies  
Dean, Student Affairs and Activities  
Dean, Student Development/EOPS

## APPENDIX I

### FAMILY MEDICAL LEAVE

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
Board of Trustees, Policy 4169, Approved September 1995

#### FAMILY MEDICAL LEAVE ACT - 1993

##### **POLICY:**

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

**NOTE:** Family Medical Leave is not an additional leave. This means that the leave is granted only to ensure a total of twelve (12) weeks of leave with benefits. For example, if an employee has taken personal necessity leave of one (1) week, the Family Medical Leave will be for eleven (11) weeks, making a total of twelve (12) weeks of leave.

##### **ELIGIBILITY:**

Employees who have been employed for at least one (1) year of continuous service by the District are eligible for this leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by employees in that job classification. 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 Medical Leave until he or she completes another year of service.

##### **QUALIFYING EVENTS FOR PURPOSE OF FAMILY MEDICAL LEAVE:**

The conditions for which Family Medical Leave may be taken are:

- a) Birth or adoption of a child, or the receipt of a child into foster care, within one (1) year of such birth or placement, or
- b) The employee's own serious health condition that makes it impossible to perform essential job functions, or
- c) A serious health condition of an employee's child, spouse, parent or member of the immediate household, which requires the employee to care for the family member.

##### **ELIGIBLE CHILD:**

An eligible child is defined as:

- a) A biological, adopted or foster child under the age of 18, or
- b) A disabled child of any age, or

- c) A child under 18 who is treated as the employee's child or for whom the employee has been "in loco parentis."

### **APPLICATION FOR LEAVE:**

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

### **CONDITIONS OF LEAVE:**

An employee who requests medical leave for his or her own serious health condition is required to use all accrued sick leave and extended sick leave if applicable. Because Family Medical Leave is limited to twelve workweeks, it is unlikely that an employee will run out of extended sick leave within the duration of this leave. An employee who requests Family Medical Leave to care for his or her spouse, child, parent or member of the immediate household with a serious medical condition must first use all available personal necessity and then sick leave to the extent allowed in the employee's relevant bargaining unit agreement for care of family members. At the exhaustion of all paid leaves, the remainder of the leave - up to a maximum of twelve (12) weeks - will be unpaid. District paid benefits, if applicable, will continue through the duration of the leave on the condition that the employee returns to work after the leave. An employee may choose to use vacation time and/or compensatory time if he or she chooses before using unpaid leave.

Only one (1) Family Medical Leave may be taken in each twelve (12) month period. This twelve (12) month period is a forward rolling leave calculated from the date on which the last Family Medical Leave started, or in the case of the first leave, the first date on which the employee becomes eligible and has a qualifying reason.

The District may require the employee to obtain a second medical opinion at District expense. If the two (2) medical opinions conflict, the opinion of a third medical provider, approved jointly by the employee and the District, may be required at District expense, and the third opinion will be final and binding.

Leave taken because of the serious health condition of an employee, spouse, child, parent or member of the immediate household may be taken intermittently or on a reduced medical schedule when medically necessary. Leave may be counted in full or partial days or full or partial weeks. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave unless expressly approved by the Director of Human Resources.

While in unpaid status under Family Medical Leave, an employee will not accrue additional benefits such as sick leave, vacation, or seniority. However, Family Medical leave is counted as active work status for the purposes of pension vesting or eligibility in pension plans.

If both a husband and wife work for the District, their leave is limited to a combination of twelve (12) weeks for the qualifying event of a birth, adoption, or foster care placement.

### **MEDICAL CERTIFICATION STATEMENT:**

An application for leave based on the serious health condition of the employee or the employee's spouse, child, parent or member of the immediate household must be accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If leave is for the care of a family member, it should also estimate the amount of time that the employee will be needed to care for the patient. If leave is for the employee's own health condition, certification should also state that the employee is unable to perform the functions of his or her own position. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with these procedures.

### **RETURN FROM OR FAILURE TO RETURN FROM LEAVE:**

The employee is expected to return to work on the date stated in the application for leave. If the employee wishes to return earlier, both the employee's administrator and the office of Human Resources should be notified at least five (5) days before the employee's planned return. Failure to return from leave without notification may be construed as an abandonment of the employee's position. The District will require a certification that the employee is physically able to return to work upon return from leave due to the employee's own serious health condition. However, if an employee returning from Family Medical Leave due to his or her own serious medical condition is unable to perform the essential functions of his or her job because of a physical or mental condition, the District's obligations to that employee may be governed by the American's with Disabilities Act.

### **REINSTATEMENT RIGHTS:**

An employee on Family Medical Leave is entitled to be returned to the same position held prior to the leave, if still available, or to a position with equivalent pay, benefits, if applicable, and other terms and conditions of employment, subject to provisions of the contract with the relevant bargaining unit. An employee on Family Medical Leave will not suffer the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

### **HEALTHCARE BENEFITS (if applicable):**

District paid benefits will continue during the period of Family Medical Leave. If the employee does not return from leave and employment is terminated, District paid benefits shall terminate in accordance with the "12 days in paid status" rule.

### **COORDINATION WITH PREGNANCY DISABILITY LEAVE:**

Family Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees may be entitled to a disability leave in addition to the Family Medical Leave. An eligible employee may be entitled to take a pregnancy disability leave of up to four (4) months and a Family Medical Leave of up to twelve (12) weeks for a combination of approximately seven (7) months.

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

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



**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
MEDICAL CERTIFICATION STATEMENT**

Name of Employee: \_\_\_\_\_

Is this Certification for the Employee \_\_\_\_\_ or for ill family member \_\_\_\_\_

Name of ill Family Member (patient): \_\_\_\_\_

Date Condition Began: \_\_\_\_\_

Date Condition Ended (or is expected to end): \_\_\_\_\_

Medical facts regarding the condition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explanation of extent to which employee is needed to care for ill family member (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Explanation of extent to which employee is unable to perform the functions of his or her job:

\_\_\_\_\_  
\_\_\_\_\_

Health Care Provider Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_ Office Phone Number: \_\_\_\_\_

**Medical Release:**

I authorize the release of any medical information necessary to process the above request.

Patient's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Please return this form to Foothill-De Anza Community College District, Office of Human Resources at 12345 El Monte Road, Los Altos Hills, CA 94022.

**APPENDIX J**

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
APPLICATION FOR ADMINISTRATIVE LEAVE  
(Please type or print clearly)**

It is the administrator's responsibility to submit this application to the Office of Human Resources at least six months prior to the commencement of the leave. Applications will be forwarded to the Administrative Leave Committee for review and recommendation to the Board of Trustees.

**For details see Chapter VII, Section M of the Administrators Handbook.**

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

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

Position: \_\_\_\_\_

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

Date of first employment as an administrator: \_\_\_\_\_

Date of first employment with the District: \_\_\_\_\_

Date of last administrative leave: \_\_\_\_\_

Length of leave requested:

\_\_\_\_ 1) up to 2 months @ full pay \_\_\_\_ months

\_\_\_\_ 2) up to 10 months @ 85% pay \_\_\_\_ months

From: \_\_\_\_\_ To: \_\_\_\_\_

**NOTE:**

I agree to render a period of service in the employ of the District following my return from this leave that is equal to at least twice the period of the leave as specified in Chapter VII, M.7 in the Administrator's Handbook.

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

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

Signature: \_\_\_\_\_

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

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

**Objective I:**

Activities to meet objective:

Calendar/timetable for Objective I:

Means to report or verify achievement:

**Objective II:**

Activities to meet objective:

Calendar/timetable for Objective II:

Means to report or verify achievement:

**Objective III:**

Activities to meet objective:

Calendar/timetable for Objective III:

Means to report or verify achievement:

*Use additional sheets if necessary.*

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

**Benefits to the District:**

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**To be completed by administrator's supervisor**

- 1) Length of leave:        \_\_\_\_\_ approve    \_\_\_\_\_ disapprove
- 2) Demands of position:    \_\_\_\_\_ can    \_\_\_\_\_ cannot be reasonably met during the leave
- 3) Comments:

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Signature

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Date

**APPENDIX K**  
*(Please reference Chapter X)*

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**  
**ADMINISTRATOR APPLICATION FOR TRAINING/RETRAINING STIPEND**  
**(Please type or print clearly)**

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

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

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

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

1. Purpose of stipend: (See Chapter X, Section A of AMA Handbook)

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

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

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***For Office Use Only:***

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

Comments:

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

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

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

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

\_\_\_\_\_  
Date

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**Supervisor's Comments**

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

- B. Do you recommend approval? Yes  No

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

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

**APPENDIX L**

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
ADMINISTRATIVE GRIEVANCE**

In accordance with Chapter XVI of the Foothill-De Anza Community College District Administrators Handbook, an administrator wishing to file a formal grievance must complete this form and present it to the immediate supervisor of the person occasioning the grievance. If the president is the person accused of occasioning the grievance, the grievant will submit this form to the Chancellor. A copy of Chapter XVI of the Administrators Handbook is attached to this form.

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

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

Location: FH DA CS District Phone #: \_\_\_\_-\_\_\_\_-\_\_\_\_ Date: \_\_\_\_\_

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

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**Statement of Grievance:**

1. Please state your grievance. (Be specific regarding dates, times, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Identify the specific District policy (Policy # or Handbook Chapter) that was violated, misinterpreted, or misapplied to you. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Explain in what manner you have been treated unfairly or adversely affected by the violation, misinterpretation or misapplication of the specific District policy identified in #1:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Is this grievance brought against a specific individual? If yes, who is the grievance brought against?

\_\_\_\_\_

**Notice of Administrative Grievance**

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

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

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

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

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

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

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

**CONSTITUTION AND BYLAWS**  
of the  
**ADMINISTRATIVE MANAGEMENT ASSOCIATION**  
of the  
**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

**ARTICLE I - NAME**

The name of this organization shall be the Administrative Management Association of the Foothill-De Anza Community College District.

**ARTICLE II - PURPOSES**

The purposes of the Association are

Section 1. The general purpose for which the Association is formed is to unify all elements of management in the District and on the Campuses in order to consolidate common goals and objectives of persons identified as managers.

Section 2. The specific and primary purposes of this Association shall be

1) Professional:

- a) Establish a program for continued professional improvement of district and campus managers.
- b) Establish a program for the improvement of professional relations with district, college, and community groups.
- c) Establish professional affiliations with local, state, and national organizations.

2) Educational:

Formulate, implement, and promote a program of action most beneficial to the community college movement at local, state, and national levels.

3) Welfare:

Establish a vehicle for management personnel consultation with the District Governing Board on salary, working conditions, and fringe benefits.

4) Financial:

Establish the dues structure necessary to accomplish the stated purposes of this Association.

### **ARTICLE III - MEMBERSHIP**

- Section 1. All personnel whose service is determined as *managerial* by the District Governing Board shall be eligible for membership.
- Section 2. Any recommendations for changes in eligibility for membership shall be made by the Executive Board and ratified by the membership.

### **ARTICLE IV - DUES**

- Section 1. The amount of dues shall be determined by the Executive Board and ratified by vote of the membership at the first biannual meeting.
- Section 2. Dues shall be paid on or before November 15 of each year or by payroll deduction. Failure to comply will result in suspension of membership.

### **ARTICLE V - OFFICERS**

- Section 1. Officers of this organization shall be president, vice-president, secretary, and treasurer.

### **ARTICLE VI - EXECUTIVE BOARD**

- Section 1. The Executive Board shall be composed of the elected officers of the Association, immediate past president, and one representative from the District and from each College in the District.
- Section 2. The Executive Board shall be vested with full authority and responsibility for the executive and business administration of all Association affairs.
- Section 3. The Executive Board shall have authority to cooperate with other organizations or associations in promoting the interests and purposes of the Association.
- Section 4. The Executive Board may establish such *ad hoc* committees as may be necessary to accomplish the purposes of the Association.

### **ARTICLE VII - MEETINGS**

- Section 1. The time and place of association meetings shall be determined by the Executive Board.
- Section 2. Biannual meetings shall be held, and other meetings may be called at the discretion of the Executive Board or by written petition to the President of 10% of the membership.

- Section 3. The first biannual meeting shall be held prior to October 15 of each year.
- Section 4. Notice of each biannual association meeting will be sent to all members at least ten days in advance of the meeting day.
- Section 5. Twenty-five percent (25%) of the membership of the Association shall constitute a quorum sufficient to transact association business.
- Section 6. Officers shall be nominated for the ensuing year at the second biannual meeting of the Association.

### **ARTICLE VIII - NOMINATIONS AND ELECTIONS**

- Section 1. The Executive Board shall appoint a three-member Nominating Committee.
- Section 2. The Nominating Committee shall select its own chairperson.
- Section 3. The Nominating Committee shall submit to the Association at large at least one candidate per office and one candidate for each additional member of the Executive Board except the position of past president. Additional nominations may be made from the floor.
- Section 4. The election of officers and additional members of the Executive Board shall be balloted within ten days of the second biannual meeting.
- Section 5. Officers of the Association shall take office on July 1 of each year.

### **ARTICLE IX - OFFICE VACANCY**

- Section 1. Vacancy will be filled by action of the Executive Board.

### **ARTICLE X - AMENDMENT**

- Section 1. Any part of this Constitution or Bylaws may be amended or repealed by a two-thirds ballot vote of the membership.

## **BYLAWS**

### **ARTICLE I - COMMITTEES**

- Section 1. The membership of each standing committee of the Association shall be determined by the Executive Board. The standing committees are as follows:
- 1) Political Action Committee shall be responsible for formulating, implementing, and promoting a program of political action most beneficial to the community college movement at local, state, and national levels.
  - 2) Constitution and Bylaws Committee shall be responsible for reviewing the Association's Constitution and Bylaws and making recommendations to the Executive Board and to receive proposed constitution and bylaws changes from the Association's membership.
  - 3) Salary and Welfare Committee shall be responsible for being informed of the Governing Board's proposals as well as viewpoints of the Association in all matters relating to management salary, working conditions, and benefits, and will communicate the Association's viewpoints to the Governing Board.
  - 4) Professional Relations Committee will consider cases involving the Association or its individual members where questions of professional ethics are involved.
  - 5) Management Development Committee shall be responsible for establishing a program for continued professional improvement of district and campus managers.
- Section 2. The membership of *ad hoc* committees shall be determined by the Executive Board.

### **ARTICLE II - ASSOCIATION YEAR**

- Section 1. The official year of the Association will run from July 1 through June 30.

### **ARTICLE III - ASSOCIATION ADDRESS**

- Section 1. The official address of the Association will be Foothill-De Anza Community College District, 12345 El Monte Road, Los Altos Hills, California, 94022.

### **ARTICLE IV - RULES OF PROCEDURE**

Section 1. Rules of procedure at all meetings shall be governed by Roberts' Rules of Order most recently revised.

**ARTICLE V - ENABLING ACT**

Section 1. This Constitution and its Bylaws shall be in effect if ratified by a majority vote of the management personnel of the Foothill-De Anza Community College District.