

ADMINISTRATIVE HANDBOOK



West Valley-Mission
Community College District

Revised July 2024

ADMINISTRATIVE HANDBOOK

Administrators' Responsibilities, Rights and Terms and Conditions of Employment

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PREFACE

Managers' Association

The West Valley - Mission Community College District Managers' Association is a Board recognized, self-governing organization whose primary purpose is to address management concerns, issues and rights at the District. The Association agrees to serve in a consultative role to the Board and its agents by providing recommendations on selected policy issues pertaining to management staff employment rights and responsibilities and to the West Valley- Mission Community College District.

The Managers' Association will:

- Provide input and recommendations on selected policy, particularly those pertaining directly to management.
- Continually improve the caliber of management by pursuing management development, training, and recognition.
- Enhance understanding and goodwill among its members at the District and the Colleges.
- Develop ways to foster productive relationships with the Chancellor, Executive Management Team, and the Board of Trustees.

This handbook is designed to provide information to administrators regarding working conditions including, but not limited to, hours of work, wages and benefits, vacation, and leaves. It is to be read in conjunction with applicable board policy, administrative procedures, employment contracts, and local, state, and federal law.

The District agrees to periodically review the contents and language of the Administrative Handbook, the Standard Contract for Administrators and other management-related Board policies and procedures in conjunction with the officers of the Managers' Association. Changes to and additions to existing language will be achieved only after a meet and confer process has been conducted with the Managers' Association, and only after the District has fully considered all input, feedback, or recommendations from the Managers' Association.

Whenever a review process is initiated, or a change proposed, both parties shall have a mutual obligation to meet and confer in good faith. Good faith shall be understood to include a willingness to listen and to provide explanations for positions, requests, or actions, and to attempt to reach agreement before any changes are implemented. The meet and confer process shall provide an appropriate amount of time for both parties to research, discuss, and respond, including time for both parties to meet with, or solicit feedback from, their membership or leadership. Throughout the meet and confer process, nothing shall be understood to limit the right of both parties to make proposals or counter proposals.

SECTION 1 ADMINISTRATIVE DUTIES

Administrative positions are determined by the Board of Trustees. The Chancellor and/or appropriate President or Vice Chancellor has the responsibility to recommend job descriptions and salary ranges for administrative positions to the Board of Trustees.

Administrators will be responsible to the Chancellor and/or his/her direct supervisor for the efficient and effective administration of the programs of the District. They have responsibilities for providing educational leadership and support services, formulating, recommending and implementing District policies, administering District programs, adjudicating grievances, and for supervising and evaluating the performance of District faculty and staff.

The following duties will be included in all Management job descriptions.

In addition to the specific duties in their job descriptions, administrators will be required to:

- Administer college or District programs.
- Implement college or District policies and procedures and make policy and procedural recommendations.
- Manage their budgets effectively.
- Be responsible and accountable for the effective, efficient, ethical and productive utilization of available human and physical resources to accomplish the goals and objectives established for their areas of responsibility.
- Keep informed of developments relative to their areas of responsibility and maintain a creative and experimental attitude toward change.
- Make recommendations regarding the organizational structure and personnel needs for their areas of responsibility.
- Participate in the selection of staff, evaluate employees in a timely manner make recommendations regarding personnel within their areas, and follow-up on personnel related matters.
- Establish and maintain, within their areas of responsibility, a climate which encourages the development and retention of competent personnel and achieves college and District objectives.
- Promote, maintain, and model effective channels of communication with all constituent groups including any conflict resolution necessary.
- Promote shared governance and administrative effort within the College community by working in a cooperative manner with faculty, staff, students and other administrators.

- Establish positive relationships with the communities served by the District and its colleges, and other educational institutions.
- Serve on committees and councils as directed.
- Attend professional meetings.
- Work cooperatively as a member of the management staff of the college and district toward the achievement of its goals and objectives.
- Provide leadership consistent with the mission and function of the College and District.
- Recommend and implement techniques to improve department procedures and practices, increase efficiency, take advantage of opportunities and maintain state-of-the-art practices, keep abreast of current trends and practices in the field.
- Assure smooth operations within the areas of responsibility.
- React to change productively and handle other essential tasks as assigned.
- Immediately report known or likely fraud, illegal acts, violations of provisions of contracts or grant agreements to the appropriate parties.
- Perform other duties assigned or delegated.

SECTION 2

ADMINISTRATIVE EVALUATION

An administrator's contributions will be measured by how well he/she demonstrates leadership in achieving specific objectives and functions consistent with District policies and District and college goals.

A purpose of the evaluation process will be to assist each individual to grow in effectiveness as a member of the Administrative Team. Evaluations shall reflect a constructive attempt to assess strengths and weaknesses, and to suggest ways in which administrative skills, human relations, and professional knowledge can be enhanced.

An administrator and his or her supervisor will create and agree to annual objectives by which he or she can be evaluated. They will reflect the District's and (for college administrators) college's stated visions and goals, program review and pertinent accreditation recommendations, as well as objectives specific to that administrator's responsibilities as described in his/her job description. The process should follow the following cycle and fiscal year timelines:

- August 1 - Each administrator shall establish his or her annual objectives on or before August 1 each year.
- August 31 - The administrator's supervisor should review the objectives and discuss any suggestions or necessary changes by August 31. Otherwise, it is assumed that the objectives are approved as written.
- December 1 - The administrator shall provide a progress report and review of the annual objectives to his or her supervisor on or before December 1.
- December 31 - The supervisor shall review the progress report and provide feedback to the administrator by December 31.
- July 15 - The administrator shall complete a final report of the annual objectives (Administrative Performance Review: Appendix B) and provide a copy to his or her supervisor on or before July 15.
- July 31 - The administrator's supervisor will review the final report of the objectives and then complete a written final annual evaluation of the administrator by July 31.

At the request of either the administrator or his or her supervisor, an administrative advisory survey (Administrative Performance Survey: Appendix C) of the administrator's working constituents, from a list to be jointly determined, will be conducted by the administrator's supervisor as part of the final evaluation process. Input may be obtained from such surveys to assist the administrator's supervisor to assess the administrator's management style and effectiveness in working with District and/or college staff.

All statements within the evaluation shall pertain to job performance related to the

administrator's assignment during the period of evaluation and shall be supported by specific examples. Complaints brought against an administrator may not be incorporated into the performance appraisal unless they have been previously discussed with the administrator. Survey results are admissible in an administrator's evaluation and do not constitute a complaint.

An administrator may respond in writing to the evaluation at any time after receiving the evaluation. Recommendations and actions resulting from the evaluation and agreed upon by the administrator and his/her supervisor will be incorporated into the following year's management objectives, with progress reviews as necessary prior to December 1. A copy of the evaluation will be kept in the administrator's personnel file.

SECTION 3
PERSONNEL FILES

Materials in personnel files of administrators which may serve as a basis for affecting the status of their employment are to be made available for inspection by the administrator, consistent with the provisions below and requirements provided by law.

Contents. Materials that may be reviewed by the administrator do not include ratings, reports, or records which (1) were obtained prior to employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

Inspection. Every administrator shall have the right to inspect his/her personnel file upon request provided the request is made at a time mutually convenient to the administrator and the Human Resources Department. The administrator is encouraged to schedule an appointment.

Information of a derogatory nature, except material identified in the "Contents" area of this section above shall not be entered or filed unless and until the administrator is given notice. Within ten working days the administrator must be given an opportunity to review and comment thereon. Such review shall take place during normal business hours and the administrator shall be released from duty for this purpose without salary reduction.

SECTION 4 ADMINISTRATIVE CONTRACTS

Each person hired as an administrator will be given a written contract stating the terms and conditions of employment.

Initial Appointment Contracts

1. For appointments made between July 1 and December 31:
The term of this contract agreement will be either from the first date of employment until June 30, or a period of at least a year. The contract will be automatically renewed into at least a two-year contract unless written notice is presented to the Administrator no later than March 15 before the expiration of the term of the contract period.
2. For appointments made between January 1 and June 30:
The term of this contract agreement will be for at least one year, with the starting date being the Administrator's first date of employment and the ending date being June 30 of the succeeding year. The contract will be automatically renewed into at least a two-year contract agreement unless written notice is presented to the Administrator no later than March 15 before the expiration of the term of the contract period.

Contract Duration

1. After the initial appointment contract period, contracts for both Academic and Classified managers/administrators will be issued for at least a two-year period. Contracts will be automatically renewed unless written notice is presented to the Administrator no later than six (6) months before the expiration of the term of the contract period.
2. The length of contracts for positions receiving no unrestricted general fund support may be established at less than two years, based on the projected revenue that supports these positions. In the event the District determines insufficient funds are available to continue the position, written notice of contract expiration must be provided to the Administrator at least one hundred five (105) days prior to termination of contract.
3. The length of contracts for positions funded by grants shall not exceed the extent of grant funding. The District will provide a contract expiration notice of at least 105 days prior to the termination of the contract days for these positions.

At the discretion of the Chancellor a contract may be issued for a longer period of time.

No employment will be effective until both parties have signed the contract.

Salary Schedule Placement and Step Increases

Initial placement on the management salary schedule for staff members new to the District shall be on the appropriate range for their position and on the first step of that range. An individual selected for the position from outside the District shall have comparable previous managerial experience evaluated and credit may be given at the discretion of the Chancellor. (Refer to the administrative position title and the Administrative Salary Schedule)

Staff assigned to a management position from a non-management position or from a lower

level management position within the District shall be placed on the nearest step of the appropriate range for the new position which results in an increase in pay of at least 5%. A manager assigned to a management position as a temporary out-of-class assignment will receive at least 6%. If the position is subsequently reclassified and the salary range changes, the manager in the out-of-class assignment will receive the new salary if he/she meets the minimum qualifications and is assigned to the new position.

A manager applying for and accepting a management position on a lower range shall be placed on the same step as his or her step placement in the current position.

Step Increments

Step increments will be awarded each July 1.

Promotions will not change step increments. For example, if you are promoted on April 1, you will not have to wait an additional year for a step placement; you will receive it the following July 1 (waiting only 3 months).

Longevity

Effective July 1, 2024, administrators will receive \$1,000 after ten (10) years of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and each year thereafter on July 1 until year fifteen is reached; and \$1,500 after fifteen (15) years of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and each year thereafter on July 1. The awards are non-accumulative.

Doctorate Award

Effective July 1, 2024, an annual payment of \$2,000 shall be awarded to each administrator possessing a doctoral degree earned from an accredited college. Honorary doctorates are not included. Awards will become a part of base salary to be prorated monthly; new doctorate completions will be awarded on the subsequent July 1 upon submission of an official transcript received in Human Resources prior to July 1.

Additional Parking Permit

The District shall provide one (1) staff parking permit free of charge to all Association members to park in designated lots. Members may request one (1) additional staff permit at no cost.

SECTION 5

CONFLICT RESOLUTION

For the purposes of this section, a conflict is a specific violation, misinterpretation, or misapplication of a specific provision of the Administrative Handbook.

Actions to challenge or change the policies of the District, as set forth in the rules and regulations of the Board of Trustees or administrative regulations and procedures, must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of the District, are not within the scope of this procedure.

For complaints of unlawful discrimination, refer to procedures for resolving/investigation of prohibited and unlawful discrimination complaints as stipulated in District procedures and Title V regulations. The procedures include informal and formal processes.

Resolution Procedure

Step 1 - Supervisor

Administrators shall make every effort to resolve a conflict related to any provision of this handbook at the lowest level possible. To do so, they are expected to attempt to resolve the issue by communicating to their immediate supervisor, either in person or in writing, the issue and why the administrator feels it conflicts with the handbook. Any requests or suggestions that the administrator believes will resolve the issue should also be included in this communication. This dialogue should continue until the issue is resolved or the supervisor has indicated that the direction or condition at issue will not be changed.

Step 2 - College Vice President/President or District Vice Chancellor

In the event that an administrator is unable to resolve a conflict via dialogue with their supervisor, they may request a meeting with their supervisor's manager up to the Vice President/President or Vice Chancellor.

Step 3 - Managers' Association

The administrator may request the assistance of the Managers' Association to resolve the matter. The request must be made in writing, and must include a detailed summary of the issue, a reference to the applicable section of the handbook, and a summary of the steps already taken in the initial attempt to resolve the issue with the supervisor.

The Managers' Association shall review the submittal within ten (10) working days and may request additional information from, or a meeting with, the administrator to better

understand the issue. In the event that the administrator is unable to resolve a conflict, the administrator and Managers' Association may present the issue to the Vice Chancellor of Human Resources.

The Vice Chancellor of Human Resources shall, within ten (10) working days, review the information presented and respond, in writing, to the Managers' Association with the District's final position on the issue, which concludes the conflict resolution process.

SECTION 6
PAYROLL DEDUCTION

The District, upon appropriate written authorization from an administrator, will deduct and make appropriate remittance for association dues, group insurance premiums, credit union payments, charitable donations, selected individual retirement accounts, scholarship fund contributions, tax sheltered annuity programs and other group plans or programs approved by the Board of Trustees. Other deductions, required by law, do not require written authorization from the administrator.

SECTION 7
TEACHING ASSIGNMENTS

Administrators may instruct classes up to an instructional load value of .4 (or the equivalent load value for a non-instructional faculty within the District per semester or summer session when such an assignment is deemed beneficial to the District and/or the professional development of the administrator. The assignment may take either of two forms:

1. Wherein the assignment is contained within the administrator's expected duties and is compensated from within his/her regular salary; or
2. Wherein the assignment is beyond his/her normal administrative assignment and is remunerated separately at the rate for associate faculty. In this case, the teaching assignment must be considered in addition to the normal workday of the administrator. Such assignments cannot be banked and must be approved by the administrator's supervisor and the College President.

SECTION 8

WORK SCHEDULE

Work Year

The work year begins on July 1 and ends on June 30. The exact number of work days in a work year will be determined by the District calendar adopted by the Board of Trustees.

Work Week

The normal work week for administrators is a minimum of forty hours, but the number of hours in any individual work week may vary according to the demands of the department. Individual daily and weekly work schedules may also vary according to the demands of the position as determined by the administrator and immediate supervisor.

On rare occasions, a short-term need of the department may necessitate a short-term work schedule that is significantly more than that of the normal work week for the position. In such circumstances, and in recognition of both the work performed and the importance of an appropriate work-life balance, the administrator may take an amount of time off up to the excess amount worked. Such time off is not guaranteed and may only be taken after consideration of the department's operation needs and with the approval of the administrator's supervisor. Vacation or other leave types need not be used, however, the time must be taken in proximity to the excess hours worked and may not be banked or otherwise carried forward.

Work Day

Pursuant to applicable law, exempt administrators shall not receive overtime pay for the performance of regular duties. Administrators may receive pay, at a rate equivalent to their standard hourly rate of pay, when required to work an external third-party non-college special event occurring on district property. Any such external event pay must be approved by the administrator's supervisor prior to the event.

Holiday Work

When work demands require an administrator to work on a designated holiday, the administrator will be given comparable time off within a reasonable time period. Time off for working on a designated holiday may be scheduled only after consideration of operation needs and with the approval of the administrator's supervisor.

Evening/Night Administration

With advance approval from their supervisor, administrators that are required to work mandatory, prescheduled, night administration shifts that occur largely outside of their normal work schedule may flex their start time on the day of such a shift to ensure that the total hours worked remains comparable to a normal workday for that position. Supervisors should make every effort to approve such requests when reasonably possible.

**SECTION 9
HOLIDAYS**

Administrative employees will be entitled to the following paid holidays:

- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day
- New Year's Day
- Floating Holiday

All working days between Christmas and New Year's Day are paid time off.

When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

When a holiday falls on a Sunday the following Monday will be observed as the holiday.

The administrators will also observe any additional holidays provided to other District collective bargaining groups.

SECTION 10
HEALTH AND WELFARE BENEFITS

Effective January 1, 2025, the District's annual contribution to the premium payments for health benefit plans inclusive of insurance coverage for medical, dental, vision, prescription, and long-term disability insurance provided to active unit members shall be limited at \$14,297 for single coverage, \$27,152 for 2-party coverage, and \$34,865 for family coverage, annually. Employees shall pay any costs beyond the District's annual contribution for each of these coverages. The District will make available all medical plan options provided by CalPERS.

A benefit plan at least equal in value to that available to the District's bargaining units will be provided. Employee contribution levels, if any, will be established by the Board of Trustees. The District will provide health insurance, and any other programs, as determined by the Board. The District reserves the right to change carriers, levels of coverage, and employee contribution rates as circumstances warrant.

The District will consult with the Managers' Association to discuss any anticipated changes prior to implementation.

SECTION 11

LEAVES

Administrative staff shall be eligible for application and utilization of the following types of leaves. Administrators will submit the appropriate absence form for all absences.

Sick Leave

1. Each full-time administrative employee shall receive paid sick leave at the rate of one day of leave for each month of service. An administrative employee employed less than full-time shall receive a proportional amount of paid sick leave based upon the percentage of a full-time assignment for which he or she is employed. Sick leave shall be cumulative from year to year.
2. The Board of Trustees may, at its discretion, grant additional days of sick leave with full pay beyond that to which the administrator is otherwise entitled under this section.
3. The administrator may use in any calendar year accrued sick leave, in an amount not more than the amount earned during six (6) months employment, to attend to the illness of a child, parent, spouse or domestic partner of the administrator.

Personal Necessity Leave

An administrative employee who has been employed by the District for at least six months may be granted up to seven days of personal necessity leave. Such days are not cumulative from year to year. These days are deducted from sick leave each fiscal year when it is required for one of the following reasons:

1. Emergencies related to the administrator's home or immediate family members.
2. Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours.
3. Personal Business: Administrative staff may be granted (2) personal necessity days for personal business leave each school year. The worker need not disclose the reason for personal business. Scheduling of this leave shall be subject to the approval of the immediate supervisor. Advance approval of the leave is required but requests shall not be denied, except for operational/business concerns.

Vacation Leave

1. Each full time administrator shall earn 14.67 hours per month of paid vacation for each calendar month, or more than half a month, of completed service (22 days per 12 month year). Upon completion of five years of administrative service to the District, this amount will increase on July 1 to 16.67 hours per month of paid vacation days per calendar month of completed service for a total of 25 vacation days per year.
2. Each administrator shall be allowed to accrue no more than two (2) year's earned vacation benefit, based on each manager's eligibility. Administrators who have accrued

the maximum vacation benefit shall accrue no more benefit unless authorized in writing by the Chancellor.

Bereavement Leave

1. Each administrator shall be entitled to a paid leave of absence not to exceed three days, or five days if out-of-state travel is required, on account of the death of any member of his or her immediate family.
2. "Immediate family member" means the husband, wife, domestic partner, mother, father, sister, brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, or any person living in the immediate household of the administrator.
3. The Chancellor has discretion to grant additional days of bereavement leave with full compensation in cases of demonstrated need.

Unpaid Leave of Absence

1. An administrator may be granted an unpaid leave of absence for periods not exceeding three years. A leave without pay of one month or more must be recommended by the Chancellor, or designee, and approved by the Board of Trustees. Unpaid leaves of less than one month require the approval of the Chancellor or designee.
2. During an unpaid leave of absence exceeding one month, an administrator may continue to participate in District-sponsored health benefits at his/her own expense. The employee's payment schedule will be determined by the District.

Family Leave

The District agrees to comply with all provisions of the Family Medical Leave Act.

Legal and Civic Duties

1. An administrator shall be granted a leave of absence with pay to appear as a witness in court, (other than as a litigant), to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee. At the conclusion of the worker's service, the worker must obtain a jury duty verification form which must be attached to the absence report.

Legislative Leave

1. Any administrator elected to the State Legislature/US. Congress shall be granted a leave of absence without pay or benefits for the duration of his/her elected term of office, if requested by the administrator.
2. The administrator must resume his/her full duties within six (6) months after his/her term of office expires.
3. Compensation for any part-time service by an administrator on legislative leave shall be on a pro-rata basis of the administrator's full time salary at the beginning of the legislative leave.
4. Within six (6) months after the term of office of the administrator expires, the administrator shall be entitled to return to the position held by the administrator at the time of the administrator's election, at the salary to which the administrator would have

been entitled had the administrator not been absented from the service of the District under this section. (Education Code 87701)

5. Any individual employed to take the place of an administrator who has been granted a legislative leave shall have no right to such position following the return of such administrator to the position.

Military Leave

1. Administrators will be granted military leave in accordance with provisions of the Education Code and Military and Veterans Code upon submission of official orders to the District by the affected employee.

Professional Leave

1. Administrators who have served the District for six (6) consecutive years may apply for an unpaid professional leave of up to six months. Professional leaves are intended to allow an administrator to attain an education goal, such as the completion of a dissertation, or to participate in an extended and/or intensive education or training program that would not otherwise be possible. The exact length of the leave shall be agreed upon by the administrator and the administrator's supervisor, and approval from the administrator's chain of command, up to and including the Chancellor, shall be required. Consideration for a professional leave shall take into account the employee's stated professional development needs, the benefit of the education or training to the District, and the reasonable operational needs of the District and the Colleges.
2. Time spent on Professional Leave shall not constitute a break in service. Administrators who have taken a development leave must return to the District for a period of at least one (1) year upon completion of the leave.

Professional Exchange Leave

1. Upon recommendation of the Chancellor and approval by the Board of Trustees, a leave of absence on a yearly basis may be granted to an administrator for professional exchange, provided the applicant agrees in advance to return to full-time service of the District for at least one (1) year upon completion of the exchange. Credit for such service on the salary schedule and all other fringe benefits shall be granted on a year-to-year basis.

Disability Leave

1. An administrator shall be granted a disability leave when required to be absent from duty because of a medical disability.
2. Length of leave will be for the period of actual disability as determined by the administrator's physician.
3. A medically disabled administrator is entitled to use his or her accumulated sick leave and entitled to other health or disability benefits as are received by other employees who are temporarily disabled, but only to the extent that such benefits are received by other temporarily disabled employees.

Child Rearing Leave

A personal leave with one hundred percent (100%) of the District-required fringe benefit payments may be granted by the Board of Trustees for a maximum of six (6) months for a child rearing leave when in an unpaid leave status. Child rearing leave available under the California Family Rights ACT (CFRA) may be taken for a maximum of 12 weeks, following pregnancy disability leave. Such leave may also be taken on an intermittent basis in minimum increments of two weeks for a total of 12 weeks of leave within one year of the birth, adoption, or foster care placement of a child. Leave available under CFRA shall run concurrent with the six (6) month leave under this section.

Service Credit for Leaves

All leaves may have implications for STRS and PERS service credit and other financial considerations. These implications should be evaluated by the administrator and his/her financial advisor prior to taking any leave. This also applies to renewal leaves and professional development leaves.

SECTION 12**ADMINISTRATIVE INTERNSHIPS**

For the purposes of leadership development and response to emergency needs, the District and colleges may on occasion offer temporary administrative assignments to specific certificated, classified or administrative staff. All temporary assignments require Board approval and will adhere to appropriate participatory governance processes. Upon completion of such an assignment the temporary administrative assignee will return to his/her original unit in the same comparable position.

SECTION 13

RETIREMENT BENEFITS

It is the policy of the Board of Trustees to recognize the length of service and contribution made to the District by retiring administrative staff who are participating members of CalPERS or CalSTRS. This is acknowledged through a compensation program of a fully paid retirement benefits package for pre-1994 hires.

Retirement Benefits

Medical Coverage for Qualified Annuitants

An employee who retires from the District as a qualified annuitant as regulated by the Public Employees Retirement System or California State Teachers' Retirement System will receive the District contribution to medical insurance as specified by Resolution No. 14091603, in accordance with the unequal contribution method described therein.

- Medical and dental benefits for retirees shall include a spouse/domestic partner or surviving spouse, eligible dependents and/or eligible dependents of domestic partner.
- Retirees not eligible for District-paid medical and dental benefits may participate in District medical and dental plans at their expense.
- A change in medical plan may result in plan changes – retirees changing plans as a result of a move are entitled to the level of service offered in the new area. Eligible choices will be restricted to the plans available in the new area.

Tier One – Unit Members Hired Prior to January 1, 1994

Association members hired prior to January 1, 1994, who meet the eligibility requirements listed in Tier One Eligibility, shall receive, in retirement, the paid benefits package which was in effect upon the date of their retirement and the District will pay 100% of the member's annual premium costs.

Tier One Eligibility

To qualify for District-paid lifetime medical and dental benefits, a unit member hired prior to January 1, 1994, must fulfill the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through California Public Employees Retirement System or California State Teachers Retirement System.
- c. Service to the District must immediately precede retirement.
- d. Enrollment in all parts of Medicare when initially eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.
- e. Completion of the following service requirement:
 1. Employees retiring who were hired before November 1, 1990 must have completed ten (10) years of service with the District to receive District-paid benefits.

50% = 5 years 80% = 8 years

60% = 6 years 90% = 9 years
 70% = 7 years 100% = 10 years

2. Employees retiring who were hired on or after November 1, 1990, but prior to January 1, 1994, must have completed fifteen (15) years of service with the District to receive fully paid District medical and dental benefits. The District's contribution to medical and dental benefits as described below for employees with at least ten (10) years and less than fifteen (15) years of service will be prorated according to the following scale:

50% = 10 years 80% = 13 years
 60% = 11 years 90% = 14 years
 70% = 12 years 100% = 15 years

Tier One Benefits

The Board of Trustees authorizes the payment of medical and dental benefits for retired employees and their surviving spouses and eligible dependents, or a surviving spouse until such time as the surviving spouse remarries or dies (See Eligibility). Retirees shall continue to receive the fully paid medical and dental benefits package in effect upon the date of their retirement.

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091603, the District will provide the contribution defined below to Tier One Retirees (hired before January 1, 1994) who meet eligibility requirements described herein.

The District's contribution shall consist of:

- 100% of the retiree's annual medical and dental insurance premiums, minus the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091603. If the employee has not met the years of service requirement for benefits to be 100% paid by the District, they will receive a percentage contribution from the district as outlined in Tier One Eligibility.

Tier Two- Unit Members hired Prior to January 1, 1994 and who retire on or after January 1, 2015.

To qualify for District-paid lifetime medical and dental benefits a retiree hired prior to January 1, 1994 must meet the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through California Public Employees Retirement System or California State Teachers Retirement System.
- c. Service to the District must immediately precede retirement.
- d. Enrollment in all parts of Medicare when initially eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.
- e. Completion of the following service requirement:
 1. Employees retiring who were hired before November 1, 1990 must have completed ten (10) years of service with the District to receive District-paid

benefits.

| | |
|---------------|-----------------|
| 50% = 5 years | 80% = 8 years |
| 60% = 6 years | 90% = 9 years |
| 70% = 7 years | 100% = 10 years |

2. Employees retiring who were hired after November 1, 1990, but prior to January 1, 1994, must have completed fifteen (15) years of service with the District to receive fully-paid District medical and dental benefits. The District's contribution to medical and dental benefits as described below for employees with at least ten (10) years and less than fifteen (15) years of service will be prorated according to the following scale:

| | |
|----------------|-----------------|
| 50% = 10 years | 80% = 13 years |
| 60% = 11 years | 90% = 14 years |
| 70% = 12 years | 100% = 15 years |

Tier Two Benefits

The Board of Trustees authorizes the payment of medical and dental benefits for retired association members and their surviving spouses and eligible dependents, or a surviving spouse until such time as the surviving spouse remarries or dies (See Eligibility). Retirees shall continue to receive the fully paid medical and dental benefits package offered to active association members.

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091603, the District will provide the contribution defined below to Tier One Two Retirees (hired before January 1, 1994) who meet eligibility requirements described herein.

The District's contribution shall consist of:

- 100% of the retiree's annual medical and dental insurance premiums, minus the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091603. If the employee has not met the years of service requirement for benefits to be 100% paid by the district, they will receive a percentage contribution from the district as outlined in Tier Two Eligibility.

Tier Three - Unit Members Hired on or after January 1, 1994 and who retire on or after January 1, 2015

Tier Three Eligibility – Established Pursuant to California Government Code Section 22895

To qualify for receipt of the District's minimum monthly employer contribution towards medical coverage, retirees hired on or after January 1, 1994 and who retire on or after January 1, 2015 must meet the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through California Public Employees Retirement System or California

State Teachers Retirement System.

- c. Service to the District must immediately precede retirement.
- d. Enrollment in all parts of Medicare when initially eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.
- e. Completion of the following service requirement: sixty (60) years of continuous credited service with the District.

Tier Three Benefits

Tier Three Retirees who meet the eligibility requirements listed under Tier Three Eligibility shall receive the District's minimum monthly employer contribution towards medical coverage as determined by CalPERS in accordance with Board Resolution No. 14091609. Tier Three Retirees may purchase dental coverage at their own expense.

Retiree Medical/Dental Bridge Plan

Eligibility

Employees that are 55 years old or older, and with at least ten (10) years of consecutive full-time employment with the district at the time of retirement, and that have retired from STRS/PERS, shall be eligible to continue receiving the fully paid medical and dental benefits package offered to active association members. The bridge plan will be effective July 1, 2022. The district will continue to offer this plan for eligible employees through June 30, 2033.

Benefits

Eligible employees who opt into the plan will receive medical and dental coverage for themselves, their spouse/domestic partner, and their qualifying dependents until the qualifying employee is eligible for Medicare.

The benefits provided to eligible employees and spouses/registered domestic partners under this article shall cease:

1. when the employee, surviving spouse/registered domestic partner qualifies for Medicare coverage, or
2. when the qualified District retiree, surviving spouse/registered domestic partner is covered under another plan outside of the District.

SECTION 14
RETIREMENT INCENTIVES

All management employees will be eligible to receive any District retirement incentives offered to other employee groups other than PERS and STRS incentives that may be offered. Any PERS and STRS incentives will be provided based on the participation in one of the retirement plans.

SECTION 15**BANKED LOAD, RETREAT RIGHTS and BUMPING RIGHTS****Banked Load:**

Administrators who were formally full-time faculty within the District and currently possess banked load will be paid in the same manner as identified in the WVMFT collective bargaining agreement at the time they resign or retire. The pay calculation will be based on his/her faculty salary placement he/she would earn if faculty. When determining salary placement, the administrator will receive year-for-year administrator service and professional education salary adjustments earned while serving as an administrator. The banked load will be paid in a separate check at the time of separation or, at the request of the employee, defer the payment to the following July 30. The July 30 payout amount will not be subject to salary adjustments as a result of meet and confer.

Retreat Rights:

1. An educational administrator may return to faculty in order to use earned banked load providing they have a minimum of 1.0 (one semester) balance, they make a written request to the college president or Chancellor as appropriate, and the requested date of return to faculty is acceptable to the District. Any partial banked load will be paid at the associate pay rate.
2. A tenured faculty employee when assigned to an educational administrative position shall retain his/her status as a tenured faculty member.
3. An educational administrator who has not previously acquired tenured status as a faculty member in the District, shall have the right to become a first-year probationary faculty member once his/her administrative assignment expires or is terminated.

Classified Administrators and Bumping Rights:

Classified administrators shall be subject to layoff for lack of work or lack of funds. If they have served in other classified positions in the District, they shall have bumping rights. The bumping shall be consistent with the respective classified collective bargaining agreement. Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in preference to new applicants in accordance with Education Code Section 88128.

SECTION 16

GROWTH INCENTIVE

Professional growth opportunities shall be any activity that partially or primarily prepares a unit member for improved performance in present or future roles in higher education constituting achievement of the institutional development mission.

The program applies to all permanent members of the Managers' Association. The central feature of this program will be to provide work related opportunities to upgrade individual unit member skills through a variety of credit and non-credit coursework, projects, workshops, or other related activities and/or complete college level certificates or degrees.

Eligibility

All permanent members of the Managers' Association who have served a minimum of one year with the district in any capacity and that have received a satisfactory performance appraisal shall be eligible to participate in the Growth Incentive Program.

An association member who has earned growth incentive points and transfers into a new position in the district and remains within a unit that has a comparable growth incentive program, before completing the nine (9) points required for an increment, shall be allowed to carry over all points earned into the new position.

Professional growth increments can be earned during each two (2) years of service. Nine (9) points are necessary for each award.

A maximum of five (5) growth increment steps may be earned.

Points

A professional growth increment will be awarded after an association member has completed nine (9) points of approved study.

Two (2) years must elapse from the date an increment is granted before an association member is eligible for the next increment, during which time the association member must complete an additional nine (9) points.

If association member acquires units in excess of the nine (9) points, two (2) may be carried over to the next two year award period. Growth incentive points may be earned by completing any of the following:

- Coursework at any Accredited Community College, College or University.
- Coursework in Adult education/vocational training, or community development.
- Professional workshops, conferences or classes.
- Other courses approved by the Vice Chancellor, or Staff Development Coordinator at each campus.

Credit

Each semester college unit shall constitute one growth incentive point.

Each quarter college unit shall constitute 0.66 growth incentive point.

Only those courses completed with a grade of "C" or higher will be eligible for growth incentive points.

Points shall be awarded for job-related non-credit college courses, adult educational or vocational training, and professional workshops, seminars, conferences, or classes as follows:

- a. Each four hours of in-class time will entitle the association member to one quarter point;
- b. Hours accumulated from two or more classes, seminars, conferences, or workshops may be combined to accumulate points.

Only those classes taken in excess of the minimum required to maintain an employee's position may be credited toward growth incentive points.

Procedure

Association members wishing to obtain Growth Incentive credit must comply with the following procedure:

Complete Growth Incentive application form at least ten (10) days prior to the beginning of the course. The form shall be completed and signed by the applicant and submitted to the Human Resources Department. Serious consideration will be given to each request and no request will be unreasonably denied. If the request is denied, the unit member may appeal by providing additional justification for consideration. The application will be approved/disapproved within fifteen (15) days or prior to the first day of class. The association member will be informed in writing of the decision.

Requests received after the application deadline will be evaluated on the same criteria as noted above and must include a written justification for late submittal.

Growth Incentive credit will not be granted until official course documents are received by Human Resources Department.

It is the association member's responsibility to see that transcripts are submitted within thirty (30) calendar days of receipt.

Credit will not be given for courses taken while the unit member is on release time, or for courses for which the District pays unit members expenses. This does not exclude 10/11 month unit members who take courses during the summer.

Awards

Effective July 1, 2018, a professional growth increment award based on completion and approval of the above requirements shall be \$45.00 per month. Awards will be included in the first January 31 or the first July 31 paycheck (whichever occurs first) following completion of the requirements of the activity, and submission of proof of completion to the Vice Chancellor of Human Resources. This amount will be included in each subsequent paycheck of the employee during his or her employment with the District.

If the course, training, etc. is paid for by the District in order for the employee to attend or if the employee is released from work duties to attend, then it does not qualify for this program. The employee must cover all costs associated and must attend during non-scheduled work hours in order to be eligible for application to this program. If the employee is participating in an alternative district-provided reimbursement program that also disqualifies the course, training, etc., under the guidelines of the program.

Educational Awards

Effective July 1, 2024, a permanent association member, upon receipt of any of the following while employed by the District, shall receive the specified cash award:

- A permanent association member who completes a GED/High School diploma will receive a one-time cash award of \$100.00.
- A permanent association member who completes an AA or AS degree will receive a one-time cash award of \$250.00.
- A permanent association member who completes a Baccalaureate degree will receive a one-time cash award of \$500.00.
- A permanent association member who completes a Master's degree will receive a one-time cash award of \$1,000.00.
- A permanent association member who completes a Doctoral degree will receive a one-time cash award of \$2,000.00.

APPENDIX A DEFINITIONS

Unless otherwise provided, the following definitions govern the interpretation and construction of these administrative regulations.

- “Chancellor” means the Chancellor of the West Valley-Mission Community College District or his or her designee.
- “District” means the West Valley-Mission Community College District, its Board of Trustees, or any employee of the Board of Trustees who has authority to act on behalf of the District.
- “Administrator(s)” refers to an employee or employees of the District who are retained in positions designated as administrative by the Board of Trustees pursuant to Government Code Section 3540.1(g) which reads as follows:
- “Administrative employee” means any employee in a position having significant responsibilities for formulating District policies or administering District programs. Administrative positions shall be designated by the public school employer subject to review by the (Public) Employment Relations Board.
- “Classified administrator” is an administrator who is employed by the Board of Trustees in a position having direct responsibility for supervising the operation of or formulating policy for, functions and services that support the instructional and student services components of the District.
- “Educational administrator” refers to an administrator who is employed in an academic position by the Board of Trustees of the District as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of a college or the District.
- “President” means the president of a college or his or her designee.
- “Vice Chancellor” means a Vice Chancellor of the West Valley-Mission Community College District or his or her designee.
- “Classification” or “Class” means a group of positions that are sufficiently similar in duties, responsibilities, and authority that the same or similar job titles, minimum qualifications, and salary level are appropriate for each of the individual positions in the class.
- “Day” means regular workdays, exclusive of holidays.

ADMINISTRATOR PERFORMANCE REVIEW
Human Resources - West Valley-Mission Community College District

Administrator: _____

Position: _____

Location: West Valley College

Review Period: From July To June

| | |
|---------------|--|
| PART I | PROGRESS OF PREVIOUS YEAR'S GOALS |
|---------------|--|

GOAL #1:

GOAL #2:

GOAL #3:

GOAL #4:

GOAL #5:

Additional projects completed or in progress:

| |
|--|
| |
|--|

Administrator Signature: _____ Date: _____

Immediate Supervisor Signature: _____ Date: _____

RATING SCALE: Please use the following scale when rating the administrator.

5 = Outstanding; exceeds all job standards

4 = Good; meets all job standards; exceeds some

3 = Adequate; meets job standards

2 = Needs improvement in some key areas

1 = Unsatisfactory; not acceptable; does not meet job standards

A. Leadership and Supervision:

- Leads by example through meaningful and civil communication, behavior, and action.
- Plans and acts in alignment with organizational values, vision, mission, goals, and objectives.
- Recognizes and celebrates the abilities and accomplishments of others.
- Provides professional development opportunities for training and career enhancement.
- Develops and maintains effective work teams.
- Holds staff and self accountable.
- Effectively supervises personnel: encourages new ideas; motivates, guides, and directs employees toward common goals; and ensures collaboration with all areas of the Colleges and District.
- Completes performance reviews appropriately and as scheduled.

B. Communication and Collaboration:

- Writes and speaks clearly and coherently; is a good listener; and keeps supervisor, employees, and coworkers informed as necessary.
- Works in a positive and respectful manner with others from the Colleges and the District; supports group decisions in discussion with others.
- Encourages and values diverse points of view and ideas.
- Develops and maintains constructive relationships; establishes rapport; is approachable; and helps others address their challenges.
- Interacts in a positive, inclusive, and constructive manner that encourages creativity and innovation.

C. Work Attitude and Mindfulness:

- Willing to adapt and change; has a positive attitude; and accepts constructive criticism in a positive manner.
- Focuses on the situation, issue, or behavior, and not on the person; is respectful, considerate, and compassionate when interacting with others.
- Expresses confidence in the abilities and potential of others and shows concern for the problems and feelings of others.
- Maintains the self confidence and self esteem of direct reports, students, colleagues, supervisors, and others.
- Shows openness to ideas of others and works well with different perspectives, people of different backgrounds, and is inclusive of all ideas, groups, and individuals.

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D. Vision and Innovation

- Takes initiative, takes advantage of opportunities, and takes sensible risks.
- Demonstrates flexibility.
- Responds creatively, effectively, and quickly to changing conditions.
- Looks for and implements unconventional and creative solutions that result in new ways of accomplishing desired results.

PART IV GOALS/OBJECTIVES FOR UPCOMING YEAR (Must be finalized by May 1)

Please identify **3 to 5** goals and objectives for the upcoming year and include specific and measurable outcomes.

GOAL #1:

GOAL #2:

GOAL #3:

GOAL #4:

GOAL #5:

This performance review has been discussed with me:

Administrator's signature

Date

Reviewer's signature

Date

Reviewer's Supervisor's signature

Date

Comments:

*Disagreement with performance review requires written comment.

Comments:

It is only necessary to continue beyond this point if the administrator disagrees with the review and requests an appeal.

President/Vice Chancellor/Director signature

Date

Comments: Agreement with reviewer's recommendation _____

Disagreement with reviewer's recommendation* _____

*Disagreement with performance review requires written comment.

Comments:

Chancellor's signature

Date

Comments: Agreement with reviewer's recommendation _____

Disagreement with reviewer's recommendation* _____

*Disagreement with performance review requires written comment.

Comments:

NOTE: Signature of administrator acknowledges only that the review was discussed. The signature is not an indication that the administrator concurs with the contents. A copy will be provided to the administrator after all signatures have been obtained. The administrator has a right to respond to any of the comments made at any level.

Distribution:

ORIGINAL Human Resources
1st COPY Reviewer
2nd COPY Administrator

West Valley-Mission Community College District

Administrative Performance Survey

Administrator: _____

Date:

Instructions

Please use the rating scale below to circle responses for statements listed. Written comments are requested for ratings other than "Satisfactory". You may use the lines provided below each numbered response or the space at the end of the form for comments.

| Rating Scale |
|-----------------------|
| 5 = Outstanding |
| 4 = Good |
| 3 = Satisfactory |
| 2 = Needs improvement |
| 1 = Unsatisfactory |
| N/A = Not applicable |

This Administrator:

1. Encourages open and appropriate involvement in decision-making.

N/A 1 2 3 4 5

2. Encourages individual innovation, creativity; promotes high morale.

N/A 1 2 3 4 5

-
-
3. Facilitates activities that encourage individuals to make contributions commensurate with their full capabilities.

N/A 1 2 3 4 5

4. Assumes leadership in dealing with problems directly and fairly.

N/A 1 2 3 4 5

5. Is systematic in planning, organizing, and evaluating decisions, consistent with policies and goals of the college/district.

N/A 1 2 3 4 5

6. Demonstrates through actions a commitment to the total community, not just to the area to which he/she has been assigned.

N/A 1 2 3 4 5

7. Treats others with dignity, respect, and concern for individual worth.

N/A 1 2 3 4 5

8. Listens, hears, and then asks questions to ensure an understanding of the points of view of other persons and groups

N/A 1 2 3 4 5

9. Demonstrates the necessary written and verbal communications skills for the position.

N/A 1 2 3 4 5

10. Delegates appropriate responsibility and authority to staff.

N/A 1 2 3 4 5

11. Responds promptly to requests for information and assistance.

N/A 1 2 3 4 5

12. Sets high personal and professional standards for self and others.

N/A 1 2 3 4 5

13. Is accessible to staff for consultations/appointments.

N/A 1 2 3 4 5

14. Encourages teamwork.

N/A 1 2 3 4 5

15. OVERALL RATING of this administrator.

N/A 1 2 3 4 5

16. My perception of this administrator's performance is based on:

- _____ My interaction with this administrator as my immediate supervisor.
- _____ Having worked directly with this administrator on committees and projects.
- _____ No direct work experience; only casual contact.
- _____ I don't really know this administrator.

GENERAL COMMENTS:
