

# VICTOR VALLEY COLLEGE

## HANDBOOK FOR MANAGEMENT GROUP (ADMINISTRATIVE, MANAGEMENT, CONFIDENTIAL)

# VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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## **MANAGEMENT VALUES STATEMENT**

This values statement represents a group consensus and is considered an acknowledgment of the beliefs toward which the Victor Valley College Management Group strives. Unless otherwise noted, the "Management Group" refers to educational and classified management and confidential employees.

### **WE SEEK EXCELLENCE AND QUALITY**

We believe in striving for excellence  
We have a commitment to superior quality and service  
We believe in promoting a positive and honest image of Victor Valley College  
We support innovation and appropriate risk-taking by the staff and our fellow managers.

### **WE RECOGNIZE THE IMPORTANCE OF THE INDIVIDUAL**

We believe in the importance of people as individuals.  
We place emphasis on effective communications, both formal and informal.

### **WE SEEK TO PROMOTE EFFECTIVENESS**

We emphasize the importance of the details of execution.  
We acknowledge that there are five primary considerations in decision-making:

- THE EDUCATIONAL GOAL
- THE REQUIRED RESOURCES
- THE HUMAN DIMENSION
- THE POLITICAL IMPLICATIONS
- THE LEGAL REQUIREMENTS

## PURPOSE AND OBJECTIVES

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The Board of Trustees of the Victor Valley Community College District recognizes the importance of establishing a management staff for the purpose of fulfilling the legal responsibility of the management of public education in the Victor Valley Community College District. The purpose of the management staff is:

to guide, strengthen, support, and facilitate educational service programs of the District through sound management practices which carry out board policy and state and federal laws.

The management staff is comprised of classified and educational managers specified by the Board of Trustees. Members of the management staff have significant responsibilities for promoting and fostering leadership, formulating and recommending District policies or administrative regulations, and programs. By definition, managers employ, promote, transfer, suspend, discharge, supervise, and evaluate employees, as well as adjudicate grievances or, as appropriate, recommend the above noted actions in accordance with board policy and law.

The specific objectives of the administrative staff are:

- to encourage and provide the leadership necessary to achieve the educational goals, purposes, and objectives of the District.
- to apply all available knowledge, information, and human resources to support the improvement of District resources and educational programs.

## WORKING CONDITIONS

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The official work year for the Management Group is 220 days, excluding earned vacation days, paid holidays, and Board-given days.

Approved holidays are listed in Appendix D, including an annual (fiscal year) floating holiday which shall not be accrued from year to year.

Winter Recess: This is the period of time between December 26 and December 31. When there are three workdays in this week, three days will be Board-given days. (This section will continue as long as winter recess is approved.)

Vacation for twelve-month Management Group members shall be twenty-two (22) days per year. Management Group members working fewer than twelve months shall accrue vacation days on the basis of 1.83 days per month. The accrual of annual leave shall be in accordance with the Education Code. All Management Group members are limited to 44 days of accrued vacation as of June 30 each year. Classified management and confidential employees have a vested right to their accrued vacation.

If the Management Group member is at or below 44 days ending each June 30, 22 days will be advanced each July. If above 44 days ending June 30, only a proportionate number of days which keeps the Management Group member from exceeding the 44-day limitation by year's end shall be advanced. In the event of a District emergency, an exception may be made upon written approval of the Superintendent/President.

On July 1, 2003, all vacation hours in excess of 22 days earned up through 6/30/03 and held by any Classified Management Group member shall be placed in a separate holding account to be used by said Management Group member. Vacation placed in the holding account under this section shall be referred to as *banked vacation*. All remaining vacation up to 22 days' worth outside of *banked vacation* shall be referred to as a Classified Management Group's member's *vacation balance*. This *vacation balance* shall be subject to limitation on further accrual as described above.

All vacation sought to be used by a Management Group member shall first be drawn from the *vacation balance*. When the *vacation balance* has been used in its entirety, any additional vacation sought to be used shall be drawn from the *banked vacation*. The *vacation bank* is a one-time *bank* and will either remain the same balance until reduced by vacation usage or paid out on termination.

Management Group members shall not receive additional compensation for overtime unless provided for by federal or state law.

For the purpose of determining any pro-rata salary amount due for any period or any day, the numerator of the fraction shall be the number of days of the period in question, and the denominator shall be 242 for Management Group members that work 220 service days excluding earned vacation days, paid holidays, and Board-given days.

## EVALUATION PROCESS

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### EVALUATION PROCESS FOR *EDUCATIONAL* MANAGEMENT

The current evaluation process is being rewritten for clarity.

### EVALUATION PROCESS FOR *CLASSIFIED MANAGEMENT AND CONFIDENTIAL EMPLOYEES*

Classified management and confidential employees will be evaluated at least once every **other** year after completing a one-year management probationary period.

In July of each evaluation year, all classified management and confidential employees will complete their goals and objectives for the current academic year.

Each supervisor will review with the employees the goals and objectives which have been agreed upon and both parties will sign-off. This should be done no later than August 31 of each year.

During the month of May, the employee will complete the self-evaluation form and submit it to their supervisor.

Each supervisor will review the self-evaluation form with the employee and both parties should sign-off no later than May 31.

During the month of June of the same academic year, supervisors will prepare a written evaluation based on the employee's goals, objectives, and self-evaluation forms.

Each supervisor will review the evaluation with the employee and both parties should sign the form no later than June 30. This date may be extended if mutually agreed upon.

## **RIGHTS AND RESPONSIBILITIES**

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### PERSONNEL FILES

#### Management Group

- A. One personnel file shall be maintained for each Management Group member by the Director of Human Resources. Disciplinary actions may not be taken against a Management Group member based on materials which are not in the personnel file.
- B. A Management Group member shall have the right, at any time, to examine and/or obtain copies of any materials from his/her personnel file.
- C. All personnel files shall be kept in confidence and shall be available for inspection only to authorized administrators of the District when actually necessary in the proper administration of the District's affairs or supervision of the administrator.
- D. Material(s) derogatory to a Management Group member's conduct, service, character, or personality shall not be entered in the employee's personnel file unless and until the Management Group member is given notice. The employee shall have the right to prepare a statement and have it attached to any derogatory materials placed in their personnel file as required in Education Code Section 87031. An employee has the right to file a complaint regarding any derogatory materials placed in their personnel file (See Personal Right-Complaint Process, page 7).

### REASSIGNMENT

To be submitted as an addendum after further review.

### ADMINISTRATIVE RETREAT RIGHTS

Pending Senate approval.

## **RIGHTS AND RESPONSIBILITIES**

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### DUE PROCESS

#### Management Group

##### Disciplinary Procedure:

- A. Management Group discipline is defined as suspension, demotion, transfer, dismissal, and/or voluntary resignation in lieu of dismissal. All discipline shall be in proportion to the action or offense committed, and ordinarily, progressive discipline will be applied.
- B. When, in the judgment of the Superintendent/President, the employee's performance warrants a conference or hearing for the purpose of considering disciplinary action against the employee, that employee is entitled to advance written notice of the conference and such notice is to include:
  - 1. All charges, violations and/or conduct which has precipitated the conference.
  - 2. Copies of all supporting documents and evidence, where feasible.
  - 3. A statement advising the employee of his/her right to representation at such conference.
- C. This procedure will ordinarily be used except in cases of an emergency nature.

##### Personal Rights Complaint Process:

- A. Grievance - a written allegation that there has been a misinterpretation, a misapplication, or a violation of a specific provision of this handbook and that the grievant has been adversely affected.
- B. A supervisor is defined as the individual who assigns, reviews, and directs the work of the complainant.
- C. A complaint may be filed whenever an employee alleges that his/her personal rights have been violated.
- D. The failure of the employee to act on any complaint within the prescribed time limits will act as a barrier to any further appeal. The District's failure to give a decision within the time limit shall permit the complainant to proceed to the next step. The time limits may be extended by mutual agreement.



## RIGHTS AND RESPONSIBILITIES

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- E. Processing of any complaint shall be conducted so as to result in minimum interference with, or interruption of, District operation and the related work of the complainant or of the staff.
- F. **Days** shall mean calendar days.
- G. The beginning level of the grievance procedure depends on the reporting relationship of the grievant.

## GRIEVANCE PROCEDURE

### Management Group

- A. Informal Level: A grievant may submit the grievance orally to the grievant's supervisor. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to the formal level.
- B. Formal Level I: Within fifteen (15) days after the occurrence of the alleged act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her supervisor, or the right to grieve the incident is forfeited.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

The supervisor shall communicate his decision to the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

- C. Formal Level II: In the event the alleged violation is not satisfactorily resolved at Level I, within fifteen (15) days of the supervisor's oral decision, the complainant shall file a written complaint with the next level of administration. This written complaint shall be on the Complaint Form provided by the District, and such forms are provided upon request from the District Personnel Office. On said Complaint Form, the employee shall set forth the alleged violation and the remedy sought.

## RIGHTS AND RESPONSIBILITIES

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Within twelve (12) days from the date of filing of the written complaint, the administrator shall meet with the employee in an attempt to solve the alleged violation. Within twelve (12) days from the date of such meeting, the administrator shall provide a written decision to the employee.

- D. Formal Level III: In the event the grievant is not satisfied with the decision, he/she may appeal the decision on the appropriate form to the Superintendent/President within ten (10) days. This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for the appeal.

The Superintendent/President shall communicate his decision to the grievant within ten (10) days after receiving the appeal.

### Conditions

- A. If the employee files any complaint without using this procedure, the district shall not be required to process said claim or set of facts.
- B. Whenever an officer of the District is named in this process, and is directly involved in an earlier step of the procedure, he/she shall be disqualified from subsequent hearing responsibility, and the complainant shall have access to the next step.
- C. Time limits specified at each level should be considered maximums and every effort should be made to expedite the process.

## LEAVES

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### EDUCATIONAL MANAGEMENT PROFESSIONAL LEAVE

The purpose of educational management professional leave is to allow for educational management employees to carry out an approved program which will enable the employee to provide improved service to the District and its students. Approved programs shall include, but not be limited to: organized study research, work experience, or travel. Activities should be related either to the employee's current position; professional, technical, or managerial skills; or anticipated future job responsibilities.

A committee shall be formed to review and recommend requests for Educational Management Professional Leave to the Superintendent/President. This committee will consist of the following:

One Vice-President (appointed by the Superintendent/ President)

Two Deans (appointed by the Deans)

Length: The length of leave shall be for a period not to exceed one year.

Eligibility: Members may apply for leave under this section upon completion of six years continuous employment with the District as an educational management employee.

No more than one educational management employee may be on a one-year leave at any given time. Arrangements for a qualified substitute may be made by the District for leaves exceeding a month or more. No more than 10% of the group may be granted leave at one time. The total number of leaves to be granted in any one year will be contingent upon the economic well being or best interests of the district, by mutual consent of committee members.

First priority shall be given to applicants who have not had a previous leave. If there are remaining openings, they will be filled according to the following point system:

- A. The applicant seeks to attend a program offered on a onetime basis (3 points).
- B. Management seniority (1 point per year of service in a management position at Victor Valley College).
- C. Previous leave (1 point per year since last leave).

## LEAVES

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Priority will be established in order of the points awarded, with the employee with the highest number of points receiving the highest priority.

Upon completion of a leave, the employee will not be eligible to apply again until he/she has completed an additional five years of continuous employment with the District. There will be no waiting period required, to apply for an additional leave, by an employee who has completed a leave of less than four (4) months.

Request for Leave: Requests for leave of less than four (4) months should be submitted to the committee at least sixty (60) days in advance of the beginning date of the proposed leave. Requests for leave of more than four months should be submitted to the committee at least four months in advance of the beginning date of the proposed leave. Recommendations from the committee will be forwarded to the Superintendent/ President who will make the final decision.

Compensation and Benefits: An employee on leave for two (2) semesters shall receive 60% of the salary he/she would have received on regular, full-time duty in the District, and any employee on leave for one (1) semester shall receive 80% of the salary he/she would have received on regular, full-time duty in the District. Employees granted leave shall be entitled to all current District fringe benefits plus retirement contributions on the ratio of salary actually received by the unit members.

Employees are not prohibited from employment for income while on leave if it directly relates to the leave. Income from such employment, when added to the compensation received for leave, shall not exceed 100% of the normal salary. The District compensation will be reduced so that the total compensation does not exceed 100% of salary.

Any employee who is granted a professional leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the employee while on leave in the event the employee does not return to the District. Further, the employee shall render a period of service in the employ of the Governing Board of the District following his return from the leave of absence which is equal to twice the period of leave. The employee shall, unless otherwise agreed, be reinstated in the position he/she held before the leave.

## LEAVES

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Reporting: Upon return from leave, the employee shall submit to the Educational Management Professional Leave Committee a written report covering the leave activity. When applicable, a transcript or other evidence of completion of the planned program shall accompany this report. The committee will forward the report to the Superintendent/President.

Educational management professional leave benefits are not vested and may be terminated or amended at any time at the sole discretion of the district.

### BEREAVEMENT LEAVE

#### Educational Management

The definition of "Immediate Family" includes: spouse, mother, mother-in-law, father, father-in-law, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, brother, sister, or a person who has resided in the household of the employee for two or more years.

Length of Leave: Employees shall be entitled to a maximum of four (4) days leave. Bereavement leave may be extended to a maximum of five (5) days when out-of-state travel is necessary or travel beyond a 300-mile radius, and six (6) days when travel is beyond a 1,000-mile radius.

Compensation: The employee shall receive full pay while on bereavement leave.

Notification: The employee shall notify the appropriate area administrator.

#### Classified Management and Confidential Employees

Definition: Bereavement is the loss by death of a member of the immediate family of the employee or his/her spouse.

Immediate family shall include, but not be limited to: spouse, mother, mother-in-law, father, father-in-law, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchildren, brother, sister, step-parents, stepchildren, foster parents, foster children, children's father or mother or relatives residing in the immediate household of the employee.

Immediate household shall be the primary residence of the employee.

## LEAVES

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Length of Leave: Employees shall be granted bereavement leave not to exceed three (3) days, or five (5) days when out-of state travel or travel beyond a three hundred (300) mile radius is necessary, unless otherwise approved by the Superintendent/President.

Compensation: No deduction shall be made from the salary of the employee nor shall such leave be deducted from leave granted by other sections of this article or other leaves provided for by the District.

Notification/Request: The employee shall notify the appropriate area administrator of bereavement leave for those persons specifically mentioned in "Definition" above.

Request shall be made to the appropriate area administrator for bereavement leave for those persons not specifically mentioned in "Definitions" above.

### INDUSTRIAL ACCIDENT OR JOB-INCURRED ILLNESS LEAVE:

#### Educational Management

Educational Management employees' allowable leave shall be limited to sixty (60) working days in any one fiscal year for the same accident.

Establishment of eligibility for temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed proof of the employee's entitlement to this leave.

When an employee incurs an industrial accident or illness, he/she shall report to his/her immediate supervisor before the close of the working day in which the accident or illness occurs. A Workman's Compensation form shall be filed with Human Resources within twenty-four (24) hours following the knowledge that an accident or illness has occurred.

## LEAVES

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An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

An employee absent from their duties due to an industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability, indemnity will result in a payment to him/her of not more than his/her full salary. During such paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received due to his/her industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

Upon termination of the industrial accident or illness leave, an educational management employee shall be entitled to the benefits provided in Education Code Sections 87780, 87781, and 87786 and for the purpose of these sections, his absence shall be deemed to have commenced on the date of termination of the industrial accident leave. Provided the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which will result in payment to him/her of not more than his/her full salary.

Any employee receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California.

Allowable Industrial Accident and Illness Leave shall not be accumulated from year to year.

### Classified Management and Confidential Employees

The provisions pertaining to this leave shall become effective upon regular employment.

Classified management and confidential employees' allowable leave shall be limited to sixty (60) working days in any one fiscal year for the same accident.

All provisions of Education Code Section 88192, as it applies to classified employees, shall be the rules and regulations of the District in matters pertaining to industrial accident and industrial illness leave.

## LEAVES

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Establishment of eligibility for temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed proof of the employee's entitlement to this leave procedure to be followed.

When an employee incurs an industrial accident or illness he/she shall report to his/her supervisor before the close of the working day in which the accident or illness occurs. A Worker's Compensation form shall be filed with Human Resources within twenty-four (24) hours of the time such accident or illness occurs.

An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

An employee absent from his/her duties because of an industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary. During such paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received because of the industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions (Education Code 88192).

Upon termination of the industrial accident or illness leave, an employee shall be entitled to the benefits provided in section 88191 of the Education Code, and for the purpose of this section his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. Provided the employee continued to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary (Education Code 88192).

Any employee receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California (Education Code 88192).



## LEAVES

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In the case of employees, when all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months, and shall be employed in a vacant position for which he/she qualifies, over all other available candidates except for persons on a reemployment list established because of lack of work or lack of funds in which case the person shall be listed in accordance with appropriate seniority regulations.

An employee who has been placed on a re-employment list, as provided herein, and who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed (Education Code 88192).

Allowable industrial accident and illness leave shall not be accumulated from year to year (Education Code 88192).

### JURY SERVICE LEAVE

#### Management Group

Definition: Management Group members are subject to be called for jury service.

An employee who is called to service during duty hours will be granted a leave of absence.

Length of Leave: Leave shall be granted for the lapsed time of attendance required in court and reasonable travel as certified by the clerk or other authorized officer of such jury or court.

Compensation: Payment shall be made for such leave and shall be up to, but not more than, the difference between the employee's regular earnings and any amount received for jury duty.

Notification: Notification of jury service leave shall be made to the area administrator, accompanied by the presentation of the official order.

## LEAVE

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### MATERNITY LEAVE

#### Educational Management

Authority: Power to grant leaves of absence for pregnancies is vested with the Governing Board, per Education Code Section 87766.

Definition: Required absence from duty because of pregnancy, childbirth, and recovery therefrom.

Leave Request: The employee shall submit a written request for leave to the Office of the Superintendent/President or his designee with a copy to the area administrator, said request to include a medical statement from the employee's physician, setting forth the minimum leave requirements.

Length of Leave: The length of leave shall be the same as for any other temporary disability.

Compensation: Compensation shall be treated in the same manner as for other temporary disabilities.

#### Classified Management and Confidential Employees

See PERSONAL ILLNESS LEAVE.

### FAMILY CARE LEAVE

Per Board Policy and Federal/State Laws.

## LEAVES

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### PERSONAL ILLNESS AND INJURY LEAVE

#### Educational Management

- A. Definition: An illness leave is granted to an employee who is unable to work due to personal illness, injury, or quarantine.
- B. Accrual of Leave: Each full-time contract employee shall be entitled to one (1) day's illness leave for each month's service rendered during the fiscal year, plus any amount not taken in previous years.
- C. Compensation and Illness-Leave Charge:
  - 1. For each contract day of absence, employees shall receive their regular daily salary and have a day charged against their accumulated Illness-leave account. For partial days of absence, the charge to Illness-leave shall be in the ratio of that day's assignment to the hours absent.
  - 2. A contract employee who is absent beyond his/her accumulated leave shall be paid a sum 50% of the daily rate of pay for each day of absence for a period of up to five school months including the accumulated sick leave period (Education Code 87786).
- D. Notification: Notification of illness shall be made to the area administrator.
- E. Certification Requirements: Prior to approving any request for paid leave, the District may require the employee to submit a doctor's statement, personal affidavit or other documentation, on district-printed form, as a verification of the legitimacy of the leave application.
- F. Physical Examination: In the event of absence due to illness for a period of over two (2) weeks, the employee shall furnish a statement from a physician certifying his or her fitness to resume duty. The District may require that the employee be examined by the school physician, in which case the opinion of the school physician will be official.

## LEAVES

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- G. Accumulated Illness Leave: Accumulated illness leave shall be transferred to other districts within California according to provisions of Education Code Section 87782.

### Classified Management and Confidential Employees

Definition: An illness leave is granted to an employee who is unable to work due to personal illness, injury, or medical quarantine.

Length of Leave: Each person employed by the District forty hours per week shall accrue one (1) day's illness leave for each month of service rendered during the fiscal year, prorated on relationship to full-time employment. Persons employed five (5) days a week, who are employed for less than a full fiscal year, are entitled to that proportion of twelve (12) days leave of absence for illness, injury, or medical quarantine as the number of months they are employed bears to twelve. Persons employed less than five (5) days per week or forty (40) hours per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence for illness, injury, or medical quarantine as the number of days or hours they are employed per week bears to five (5) days or forty (40) hours per week.

Compensation: Employees on illness leave shall receive their regular salaries.

Credit for Sick Leave: Upon employment and at the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible until the first day of the calendar month after completion of the six (6) months of active service with the District.

Transfer of Illness Leave: New employees coming from other school districts shall be permitted to transfer accumulated sick leave from the district of previous employment.

Medical or Dental Appointments: Employees who take time off during the work day for medical or dental appointments shall utilize sick leave, vacation time, compensatory time previously accrued, or with the permission of the supervisor be allowed the alternative of making up the time, at the discretion of the appropriate vice president or dean.

## LEAVES

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Administrative Leave: Employees may be required to submit to medical examinations, at the district's expense, at the discretion of the district. This section shall apply in cases where the employee's behavior or performance on the job indicate a lack of physical or mental capacity to adequately perform required duties. Where the employee is directed to undergo a medical examination, he/she shall be granted paid administrative sick leave for the day or part of the day on which the examination is given.

Extended Illness Leave: Pursuant to Education Code Section 88196, when an employee has exhausted all earned sick leave as provided for in this article and continues to be absent on account of the same illness or accident, the employee shall be granted additional non-accumulated leave not to exceed 100 working days at fifty percent (50%) of the employee's regular salary.

The 100 working days shall commence with the first day of illness or injury.

Only one 100 day period of extended illness or injury may be taken for the same illness or injury.

The employee shall be required to submit an attending physician's verification of illness in order to receive extended illness or injury leave benefits.

Nothing in this section shall prevent an employee from using other paid leaves. If, after exhausting all paid leaves, an employee is not medically able to assume the duties of his/her position, the employee may apply for a non-paid leave of absence, for retirement, if eligible or resign.

No absence under leave provisions of this article shall be considered as a break in service. All benefits accruing under the provision of this Agreement shall continue to accrue during such absence.

Notification/Verification: Notification of illness shall be made to the employee's area administrator who will inform Human Resources.

If there is reason to doubt the validity of the employee's assertion of illness, the District may require, at District expenses, a doctor's verification from a doctor of the District's choice prior to approval of the paid leave.

Where the District has reason to question the physical or mental ability of an employee to effectively fulfill his/her job duties, the District may require the employee to be examined by a district-appointed physician at no expense to the employee. Upon the physician issuing a full medical release, the employee shall immediately return to work.

## LEAVES

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For purposes of this section, the term "full medical release" means the district-appointed physician's written certification that the employee is physically and mentally able to fully perform his/her job responsibilities without any restrictions.

An employee absent for more than five (5) workdays shall notify the District of their approximate return date.

This section shall not be used in lieu of disciplinary procedures.

Definition - Physician: For the purpose of this article, physician shall include medical doctor, physician's assistant, nurse practitioner or other certified medical personnel.

### PERSONAL NECESSITY LEAVE

#### Educational Management

An educational management employee may use not more than six (6) days of accumulated sick leave in any academic year in the following cases of personal emergency:

- A. Death of a member of his/her immediate family. The immediate family includes spouse, mother, mother-in-law, father, father-in-law, grandfather, grandmother, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, brother, sister, or a person who has resided in the household of the employee for two or more years.
- B. An accident involving his/her person, property, or the person or property of his/her immediate family.
- C. Appearance of the employee in court as a litigant, other than as a defendant in a job-related case.
- D. serious or critical illness of a member of the immediate family.
- E. other personal emergencies as approved by the Superintendent/ President.

A request for Personal Necessity Leave shall be made to the Superintendent/President or his designee in advance when appropriate.

## LEAVES

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### Classified Management and Confidential Employees

In accordance with the provisions of Education Code Section 88207, any employee may use not more than seven (7) days of accumulated sick leave in the following cases of personal necessity:

- A. Death of a member of his/her immediate family. Immediate family shall include, but not be limited to: spouse, mother, mother-in-law, father, father-in-law, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchildren, brother, sister, step-parents, step-children, - foster parents, foster children, children's father or mother or relatives residing in the immediate household of the employee. This shall be in addition to established bereavement leave.

Immediate household shall be the primary residence of the employee.

- B. An accident involving his/her person or property or the person or property of his/her immediate family.
- C. Serious or critical illness of a member of his/her immediate family.
- D. Other personal necessities as approved by the Superintendent/President. The request shall be made in writing to the appropriate Director, Dean, or vice president explaining the nature of the personal necessity.

## LEAVES

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### PERSONAL LEAVE FOR EDUCATIONAL MANAGEMENT

A personal leave is a leave granted to an employee for personal reasons (matrimony, urgent business affairs, family illness, religious holiday observance, attendance at non-school connected affairs, etc.).

Length of Leave: Maximum leave is six (6) working days. Leave may be extended upon approval of the Board of Trustees. These days may be charged to sick leave.

Request Procedure: Request for a personal leave shall be made in writing to the Superintendent/President or his designee in advance.

### WITNESS LEAVE

#### Educational Management

Definition: Witness leave is a leave granted to allow an employee to appear as a witness summoned by subpoena or court order, or as a defendant on a job-related case.

Length of Leave: Leave shall be granted for the lapsed time of attendance required in court and reasonable travel as certified by the clerk or other authorized officer of such jury or court.

Compensation: Payment shall be made for such leave but not more than the difference between the employee's regular earnings and any amount received for witness service.

School Business: An employee ordered to represent the District, or in any case involving the District, shall be deemed to be on official school business and shall be paid his/her regular salary.

Notification and Certification: Notification and certification shall be by presentation of the official order to the appropriate area administrator.

#### Classified Management and Confidential Employees

Definition: Witness leave is a leave granted to allow an employee to appear as other than a litigant in the case in response to an official order from governmental jurisdiction.



## LEAVES

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Length of Leave: Leave shall be granted for attendance in court as certified by the clerk or other authorized officer of such jury or court. Proof of attendance shall be by presentation of a certificate signed by such clerk or officer.

The hours that an employee is required to perform service for the District shall be reduced by the number of hours actually spent participating as a witness and reasonable travel time from place of court to place of employment.

Compensation: Pay for any day of absence taken under this section shall be the employee's regular salary less any amount received as witness fees, excluding court awarded allowance for meals, mileage and/or parking.

Notification and Certification: Notification and certification shall be by presentation of the official order to the appropriate area administrator or dean of the employee.

## DEDUCTIONS FOR UNAUTHORIZED ABSENCES

### Management Group

An unauthorized absence is an absence from assigned duties which has not been reported and approved by the appropriate administrator prior to its occurrence, or a reported absence that is not chargeable as a leave of absence. Unexcused absences will result in payroll deductions.

## ADDITIONAL LEAVE OF ABSENCE

### Management Group

The District may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence for such purposes and periods of time as it deems advisable.

## UPWARD MOBILITY

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The purpose of the Victor Valley College management group “Upward Mobility” program is to assist and enable permanent management group employees to further their educational and professional goals. Activities should be related either to the employee’s current position; professional, technical, or managerial skills; or anticipated future job responsibilities.

The Upward Mobility program will include career planning and/or continuance; reimbursement of fees; educational or professional leave for classified management and confidential employees; in-service training time; career counseling; mentoring and job shadowing opportunities. (Educational management professional leave is available for educational management group members. All other sections of this program apply to academic, classified, and confidential members.)

A committee shall be formed to review and recommend Upward Mobility program eligibility and leave requests. The committee shall be comprised of one Vice-President, one Dean, two managers, and one confidential employee. The committee will establish a process for requests and forward them to the Superintendent/President.

### Career Planning and/or Continuance

The opportunity will be provided to all management group employees to identify their career plan, including educational and professional goals. The employee will formulate a plan for reaching his/her career, educational or professional goals which will specify coursework, degrees, job shadowing and/or mentoring opportunities which will prepare the employee for his/her goal(s). Certificate programs and/or continuing education courses other than degree-oriented may also be considered in a career plan. A copy of the career plan is to be provided to the employee’s supervisor, and to the office of Human Resources, where the official plan will be retained. If necessary, the plan is to be updated and revised to reflect goal changes.

### Reimbursement of Fees

The employee will be reimbursed for the cost of the required books, course materials, and registration fees upon satisfactory class completion with a grade of “C” or better for upper division and graduate coursework taken at any accredited four year college or university which is part of the employee’s career plan. Fees may not exceed those in effect at California State University at San Bernardino, at the time of enrollment.

Reimbursement will be requested on District forms with supervisor signature, accompanied by receipts. Requests for reimbursement will be submitted to the Office of Human Resources to correlate with the career plan. The Office of Human Resources will then forward to Fiscal Services for payment.

## UPWARD MOBILITY

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### EDUCATIONAL/PROFESSIONAL TRAINING LEAVE FOR CLASSIFIED MANAGEMENT/CONFIDENTIAL GROUP.

The purpose of the educational/professional training leave is to allow for classified management and confidential employees to carry out an approved program which will enable to employee to provide improved service to the District and its customers. Approved programs shall include but not be limited to completion of degree programs, work experience, or travel.

The Upward Mobility Committee shall review and recommend Educational/Professional training leave requests to the Superintendent/President and the Board of Trustees. The Board of Trustees may grant such leaves contingent upon the financial situation and/or best interests of the District. The length of leave shall be for a period of up to one year. Classified management group and confidential employees who have completed five years of continuous full-time service are eligible to apply for leave under this provision. The employee must agree to continue employment with the District for at least two years after returning to service. Upon completion of the leave, the employee will be eligible for another leave after completing an additional five years of continuous employment with the District. There will be no waiting period required to apply for another leave if the employee has completed a leave of less than four (4) months. Upon completion of a leave of any duration, the employee shall, unless otherwise agreed, be reinstated in the position he/she held before the leave, seniority and benefits intact.

Employees granted leave under this section shall be entitled to all current District fringe benefits plus retirement contributions on the ratio of salary actually received by the employee. The employee on leave for a period of nine to twelve months shall receive 80% of employee's regular pay; for leaves of less than nine months, the employee shall receive 100% of regular pay.

Employees are not prohibited from employment for income while on leave, if it directly relates to the leave. Income from such employment, when added to the compensation received for leave, shall not exceed 100% of the normal salary. District compensation will be reduced so that the total compensation does not exceed 100% of salary. When granted a professional leave, the employee shall agree in writing to file a bond with the District which will enable the District to reclaim any remuneration granted the employee while on leave, in the event the employee does not return to District service.

Upon return from leave, the employee shall submit to the Upward Mobility committee a written report covering the leave activity. When applicable, a transcript or other evidence of completion of the planned program shall accompany this report. The committee will forward the report to the Superintendent/President.

Educational/Professional training leave benefits are not vested and may be terminated or amended at any time at the sole discretion of the District.

## UPWARD MOBILITY

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### In-Service Training

All management group employees may participate in VVC Staff Development workshops, seminars, and other training opportunities which relate to their current job responsibilities and/or professional goals. This includes but is not limited to continuing education or certificate programs.

### Career Counseling, Mentoring, and Job Shadowing

The VVC counseling program and Student Development Center will be available without charge for employees to assist them in formulating career and/or educational plans.

The District will establish a pool of mentors from which management group employees will be encouraged to select an appropriate mentor to help guide and fortify his/her career, educational, or professional development.

Job shadowing opportunities will be provided which relate to the career goal, for the purpose of clarifying and crystallizing professional goals as well as preparing the employee for a particular position and/or future job responsibilities.

## LONGEVITY

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Following initial placement on the Management Group Salary Schedule, employee will progress from Step A through Step F based on each full year of experience in a management position with the Victor Valley Community College District.

Following six (6) years of service with the district, employees will receive a monthly stipend in addition to their normal salary for that month. Stipends will begin on the employee's anniversary date as follows:

<b>MANAGEMENT LONGEVITY SCHEDULE (Effective 1/28/03)</b>
2.5% after 6th yr
3% after 7th yr
3.5% after 8th yr
4% after 9th yr
5% after 10th yr
5.5% after 11th yr
6% after 12th yr
6.5% after 13th yr
7% after 14th yr
8% after 15th yr
8.5% after 16th yr
9% after 17th yr
9.5% after 18th yr
10% after 19th yr
11% after 20th yr
11.5% after 21st yr
12% after 22nd yr
12.5% after 23rd yr
13% after 24th yr
15% after 25th yr
maximum amount

Longevity is not vested and may be terminated or amended at any time at the sole discretion of the district.

## **DISTRICT FLEX PLAN AND HEALTH BENEFITS**

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The District sponsors a Internal Revenue Code Section 125 a qualified flex plan for varied qualified insurance premiums, health care, and dependent care expenses. Amounts included in the flex plan would not be subject to federal, state, or social security taxes, per state and federal laws.

The District provides a district-paid comprehensive family medical, dental, vision package, in addition to a \$100,000 life insurance policy for the employee.

## **RETIREMENT**

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The following retirement benefits for Management Group members who retire from the District and are eligible for STRS/PERS retirements and who have a minimum of ten consecutive years of full-time service at Victor Valley College at the time of retirement from the District, will include:

District-paid health benefit premiums paid for employee, ~~and~~ spouse, and dependent children (as long as the premium does not exceed the cost of the retiree plus spouse, as is the case with a composite rate) until the effective date of Medicare for the employee.

Should a covered retiree subsequently move out-of-area or out of state, the retiree may choose to enroll in alternate plans to be paid directly by the District and these plans shall not exceed the current cost of active employee plans.

Provisions of the policies and laws concerning insurance termination are in effect when the employee dies or reaches Medicare age.