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4 MANAGEMENT EMPLOYEES  
5

6 The San Bernardino Community College District seeks a qualified and diverse administration,  
7 faculty, and staff dedicated to student success. The District is committed to an open, inclusive,  
8 and lawful, hiring process that supports the goals of diversity and equal opportunity providing  
9 equal consideration and opportunities for all qualified candidates. The goal of every hiring  
10 process is to select the most qualified candidate who best meets the needs of our students both  
11 directly and indirectly.  
12

13 The administration, faculty, and staff recognize the importance of an effective hiring process that  
14 reflects mutual professional responsibility and interest in achieving the common goal of hiring  
15 outstanding employees who will enhance the learning experience for all students and fulfill the  
16 mission and goals of the College and the District.  
17

18 **RECRUITMENT AND HIRING**

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20 **HIRING QUALIFICATIONS**  
21

22 The San Bernardino Community College District has established the following hiring qualifications  
23 for all classified management positions:  
24

- 25 A. Demonstrated sensitivity to, understanding of, and respect for the diverse academic,  
26 socio-economic, cultural, disability, religious, sexual orientation, and ethnic backgrounds  
27 of community college students.  
28
- 29 B. Meet the minimum qualifications as stated in the job description.  
30
- 31 C. Commitment to participate in the collegiate consultation process of the College and the  
32 District.  
33

34 **GENERAL HIRING PROVISIONS**  
35

36 **A. Approval to Fill a Position**  
37

38 Requests to fill new or vacant positions must be processed through the appropriate administrator,  
39 College President, Fiscal Services and the Office of Human Resources, and must receive the  
40 approval of the Vice Chancellor of Human Resources & Employee Relations or Designee. All  
41 management positions shall be approved by Chancellor's Cabinet prior to being announced.  
42

43 **B. Online Employment Application Process**  
44

45 The Office of Human Resources implemented this system in order to automate and streamline  
46 many of the paper-driven aspects of the employment application process. All requested positions  
47 must be submitted through the Online Application System. After the requested information for the  
48 vacant position is filled out and submitted, the request will then be approved by the appropriate  
49 administrators. The receipt of the Personnel Requisition Form by the Office of Human Resources  
50 and budget authorization by Fiscal Services indicates approval to begin the recruitment process.  
51

52 **C. Recruitment**  
53

54 The District shall maintain a program of verifiable Equal Employment Opportunity recruitment of  
55 qualified members of historically underrepresented groups in all job categories and

56 classifications, including but not limited to faculty, classified and confidential employees;  
57 categorically funded positions; and all other executive, administrative and managerial positions.

58  
59 **D. Job Announcements**

60  
61 Job announcements shall clearly state job specifications setting forth the knowledge, skills, and  
62 abilities necessary for job performance. All job specifications which the District wishes to utilize  
63 shall be reviewed by the appropriate administrator and the Office of Human Resources before the  
64 position is announced to ensure conformity with the requirements of Title 5 and both State and  
65 Federal non-discriminatory laws. The content of the job announcement is the responsibility of the  
66 appropriate administrator and the Office of Human Resources and must be approved by the Vice  
67 Chancellor of Human Resources & Employee Relations or Designee.

68  
69 The position announcement must include the following:

- 70  
71 1. A description of the duties and responsibilities;
- 72  
73 2. Minimum qualifications;
- 74  
75 3. Additional desirable qualifications that are job related and support the  
76 responsibilities of the position;
- 77  
78 4. Provision for presentation of qualifications that are equivalent to the minimum  
79 qualifications;
- 80  
81 5. Notification of testing if required; and
- 82  
83 6. Legal qualifiers, established by the Office of Human Resources to comply with  
84 Federal, State, and District regulations (e.g. *Title 5, Title VII, EEO* and *ADA*).

85  
86 **E. Pre-Screening Process**

87  
88 The Office of Human Resources will pre-screen the applications to ensure that applicants meet  
89 minimum qualifications and requirements as set forth in the position announcement and, on that  
90 basis, will certify the "qualified" pool of applicants.

91  
92 **F. The Screening Committee**

- 93  
94 1. The appropriate administrator in consultation with the Office of Human  
95 Resources will designate the composition of the Screening Committee to ensure  
96 appropriate representation from the affected department.
  - 97  
98 2. The Screening Committee for management positions shall have no less than  
99 three (3) and no more than nine (9) members who have been trained by the  
100 Office of Human Resources.
  - 101  
102 3. All Screening Committee members must receive training on equal opportunity,  
103 diversity, and the employment process for each Screening Committee on which  
104 they serve. Such training will be provided by the Office of Human Resources.
  - 105  
106 4. The majority of the members shall be those with applicable knowledge in the job  
107 category or classification with at least one member being directly from the  
108 affected department.
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5. Every Screening Committee shall have at least one management member and one California Schools Employee Association (CSEA) appointee and when appropriate, an appointee from the Academic Senate.
  6. The administrator of the vacant position will appoint the remaining members of the Screening Committee. Each Screening Committee will also include an Equal Employment Opportunity representative designated by the Office of Human Resources.
  7. The Equal Employment Opportunity representative's role and responsibility is to maintain confidentiality and ensure the hiring process remains fair and equitable.
  8. Every effort must be made to incorporate broad representation on every Screening Committee to bring a variety of perspectives to the screening process.
  9. The appropriate administrator of the vacant position submits the membership of the Screening Committee to the Office of Human Resources for approval.

128 **G. Interview Process**

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1. In cases where fewer than three (3) candidates are invited for interview, the Screening Committee Chair shall provide written justification to the Office of Human Resources.
  2. The screening Committee develops job related interview questions. All questions will be reviewed by the Vice Chancellor of Human Resources & Employee Relations or designee. All Interview questions are confidential.
  3. The Screening Committee will determine the candidates, date, and time to interview.
  4. The Office of Human Resources will contact the candidates to be interviewed. The appropriate administrator will coordinate with the Office of Human Resources the arrangements for the time and place of the interview.
  5. The interview will be conducted by the members of the Screening Committee. Each candidate will be asked the same questions, in the same way, for a fair and consistent basis in assessing all the interviewees.
  6. All Screening Committee members must sign a confidentiality statement prior to the interviews and are required to fill out an evaluation form and rank all interviewees.
  7. If a Screening Committee member is absent from any part of the interview process, that member is disqualified from any future participation unless otherwise determined by the Vice Chancellor of Human Resources & Employee Relations.
  8. After the 1<sup>st</sup> level interviews are concluded, each member of the Screening Committee will evaluate the qualifications of the interviewees. The EEO representative will be responsible for all documentation of the interview and recommendation. The Screening Committee will identify strengths and concerns of all candidates advancing to 2<sup>nd</sup> level interviews.
  9. The supervisor may participate on the 1<sup>st</sup> level interviews on recommendation of the appropriate administrator. In unique situations where the only representative

166 of the affected department is the supervisor, the Office of Human Resources will  
167 assess the particular circumstance.

168  
169 10. The Screening Committee will recommend at least three (3) candidates to the  
170 appropriate administrator for 2<sup>nd</sup> level interviews. The Screening Committee shall  
171 recommend no less than three (3), unless fewer were interviewed or unless the  
172 Screening Committee Chair presents written justification for submitting fewer  
173 than three (3) for 2<sup>nd</sup> level interview.

174  
175 11. Second level interviews will be convened for all finalists by the appropriate  
176 administrator or designee.

177  
178 12. The Office of Human Resources will contact the finalists to be interviewed at 2<sup>nd</sup>  
179 level and communicate the arrangements for the time and place for the interview,  
180 as determined by the appropriate administrator or designee.

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182 **H. Selection Process**

183  
184 The appropriate administrator and designee shall select one of the finalists, who is best qualified  
185 to fill the position and shall recommend such person to the Chancellor.

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187 The appropriate administrator will submit an online notification to the Office of Human Resources  
188 to forward the screening to the Board of Trustees for approval.

189  
190 **I. Reference Check**

191  
192 Upon receipt of the selected candidate, the Office of Human Resources or the College President  
193 will conduct reference check in accordance with the policies and principles of Equal Employment  
194 Opportunity.

195  
196 The Office of Human Resources will contact the successful candidate to make a provisional offer  
197 of employment, contingent upon passing the Department of Justice clearance, pre-employment  
198 physical, and Board of Trustee approval.

199  
200 Once the successful candidate has accepted the offer, the Office of Human Resources will notify  
201 the unsuccessful candidates in writing of non-selection.

202  
203 **EMPLOYMENT REQUIREMENTS**

204  
205 All management employees will be required to comply with all federal, state, and local requirements  
206 for employment.

207  
208 **A. Fingerprints**

209  
210 1. All managers shall be required to provide fingerprint cards at the time of hire. The  
211 cost of the fingerprinting shall be borne by the employee.

212  
213 2. Substitute and temporary employees employed for less than a school year are  
214 exempted from the provisions of this policy.

215  
216 **B. Examination for Tuberculosis**

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218 1. New Employees:

219  
220 All management employees of the San Bernardino Community College District must  
221 file with the District a certificate of evidence showing the employee was examined

222 and found free from active tuberculosis. This evidence must be filed prior to the  
223 date of the original employment. An intradermal tuberculin test is provided free of  
224 charge at each college Health Services Office. Any charge for an exam by an  
225 outside agency will be borne by the employee.

- 226
- 227 2. Renewals:
- 228
- 229 a. Thereafter, all employees shall be required to undergo an X-ray of the lungs  
230 or an approved intradermal tuberculin test that, if positive, shall be followed  
231 by an X-ray of the lungs every four years. Intradermal tests are available  
232 as described above.
- 233
- 234 b. Notice of renewal requirements shall be the responsibility of the District  
235 Personnel Office and will be mailed to the home 45 days prior to the  
236 expiration date.
- 237
- 238 c. Adequate release time from the employee's workstation will be allowed to  
239 comply with this requirement.
- 240
- 241 d. Failure to comply may result in immediate suspension without pay until  
242 such time as the employee undergoes such an examination and presents  
243 evidence thereof to school officials.
- 244
- 245 e. Requests for exemptions for religion or other reasons will not be approved.
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247 **C. Loyalty Oath**

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249 All management personnel will be required to sign the legally prescribed oath of allegiance  
250 upon employment with the District.

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252 **D. Employment Eligibility Verification I-9**

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254 All new employees are required to satisfy the requirements of the Employment Eligibility  
255 Verification Form I-9.

256

257 **E. Scheduling of Interviews**

258

259 Applicants who are invited for an initial interview and who live more than 200 miles away will  
260 be scheduled for an interview with the college president or chancellor, if possible, in addition  
261 to the committee interview on the same day as the initial interview.

262

263 Finalists who are invited for a second interview and live more than 200 miles away will be  
264 reimbursed for actual travel and meal expenses incurred as set forth in the Employee Travel  
265 Policy.

266

267 **HOURS OF EMPLOYMENT**

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- 269 **A.** The workweek for all management personnel shall be a minimum of forty (40) hours.
- 270
- 271 **B.** No overtime or compensatory time off will be granted for overtime necessary in the  
272 performance of management duties.
- 273

274 **PROFESSIONALGROWTH**

275

- 276 **A.** Management personnel on the management salary schedule shall be eligible for tuition

- 277 cost reimbursement from an accredited institution.  
278  
279 B. Reimbursement will only be given for courses completed with a grade of "C" or better,  
280 "credit", or equivalent grade, which pertains to their management position.  
281  
282 C. Such reimbursement shall not exceed costs of 18 semester units of course work per  
283 year.  
284  
285 D. Reimbursement shall not be allowed for courses carrying zero units.  
286  
287 E. No tuition cost paid by the District is to exceed 80% of a per unit basis cost of similar  
288 course work at the University of California.  
289  
290 F. All courses/programs for which a manager seeks tuition reimbursement must have prior  
291 approval of the Chancellor and the Board.  
292

### 293 **MANAGEMENT EVALUATION**

294  
295 All management employees shall be evaluated in accordance with these procedures and Board  
296 Policy 7251.  
297

#### 298 **A. Frequency of Evaluation**

299  
300 Each manager will be evaluated once per year for the first two years of employment, and  
301 every three years thereafter. Evaluations may be held on a more frequent basis when  
302 significant deficiencies are noted.  
303

#### 304 **B. Goals/Objectives**

305  
306 Each manager will meet with his/her supervisor at the beginning of each academic year to  
307 review the goals and objectives set for the prior year and to discuss the extent to which the  
308 goals and objectives were met. They will review the job description and, by mutual  
309 agreement, revise, update, or set new short- and long-range goals and objectives.  
310

#### 311 **C. Evaluation Committee**

312  
313 By September 1 of each year of required evaluation, the supervisor and employee will meet  
314 and mutually agree upon the formation of an evaluation committee.  
315

316 In the case of campus-level managers, the committee shall include the immediate  
317 supervisor as chairperson, one manager appointed by the President, one faculty member  
318 appointed by the Academic Senate, and one classified employee appointed by CSEA as  
319 appropriate to the job assignment. In each case, the manager will nominate three  
320 individuals from each category, (management, faculty and classified), from which the  
321 appointments shall be made.  
322

323 In the case of the College Presidents, the committee shall include the immediate supervisor  
324 as chairperson, one manager appointed by the Chancellor, two faculty members appointed  
325 by the Academic Senate, and one classified employee appointed by CSEA as appropriate to  
326 the campus. In each case, the President will nominate three individuals from each category,  
327 (management, faculty and classified), from which the appointments shall be made.  
328

329 In the case of the district-level managers, the committee shall include the immediate  
330 supervisor as chairperson, one manager appointed by the Chancellor, one faculty member  
331 appointed by the Academic Senate at San Bernardino Valley College, one faculty member  
332 appointed by the Academic Senate at Crafton Hills College, and one classified employee

333 appointed by CSEA as appropriate to the job assignment. In each case, the manager will  
334 nominate three individuals from each category, (management, faculty and classified), from  
335 which the appointments shall be made.  
336

337 **D. Campus/District Survey**  
338

339 As appropriate to the assignment, the committee shall seek written feedback from the  
340 campus and/or district community. In obtaining this feedback, the committee shall use an  
341 evaluation form approved by the Board of Trustees. Using the approved form, the  
342 committee shall seek input from applicable managers, faculty, classified staff and any others  
343 who are in a position to know how effectively the manager is performing assigned  
344 responsibilities. To assist in this task, the manager will provide the committee with a  
345 preliminary list of those with whom he/she interacts with on a regular basis. Responses on  
346 the approved form shall be signed, and the committee shall prepare a consolidated  
347 summary of the ratings and comments. Original survey documents will be destroyed once  
348 the consolidated summary is prepared. A copy of the consolidated summary will be made  
349 available to the manager at the conclusion of the evaluation procedure.  
350

351 **E. Evaluation Committee Meeting**  
352

353 Prior to the evaluation conference, the person being evaluated will submit to the supervisor a  
354 written self-evaluation of his/her performance, which shall be based on the approved job  
355 description and previously established, mutually agreed upon goals and objectives. The  
356 employee may submit a portfolio of representative work, or any other items he/she considers  
357 appropriate.  
358

359 The supervisor and the evaluation committee will meet to consider the self-evaluation, the  
360 campus/district survey, and any additional material submitted by the manager. The  
361 committee may consider any other documents or information sources which they agree are  
362 appropriate.  
363

364 **F. Evaluation Report**  
365

366 The committee will produce a written evaluation no later than November 15. The report shall  
367 include:  
368

- 369 1. A summary of duties from the job description, which shall serve as a basis for the  
370 evaluation.
- 371
- 372 2. A summary list of the goals and objectives from the prior year that have been  
373 mutually agreed upon by the manager and his/her supervisor.  
374
- 375 3. An assessment of the extent to which the manager meets his/her stated goals and  
376 objectives.  
377
- 378 4. An assessment of the management strengths of the manager.  
379
- 380 5. The identification of any areas in which the manager can improve his/her  
381 performance or management skills.  
382

383 The written report shall specify one of the following:  
384

- 385 1. Commendation for superior performance;  
386
- 387 2. Confirmation of satisfactory performance;  
388

389 3. Recommendation for improvement and/or further evaluation as indicated by  
390 unsatisfactory performance.

391  
392 The evaluation record shall be read and signed by the manager, the immediate supervisor,  
393 and the responsible evaluators before being placed in his/her file. The manager shall  
394 receive a copy of the evaluation report, and will have an opportunity to attach a written  
395 response within fifteen working days. The response may offer clarification, additional  
396 information, or a rebuttal, as the person being evaluated may wish.

397  
398 An official file of evaluation reports shall be maintained in the District Personnel Office.  
399 Evaluation reports shall not be retained in the file beyond a four-year period if the manager  
400 requests that they be expunged.

401  
402 There will be only three copies of a completed evaluation. One copy will remain in the  
403 possession of the manager being evaluated, one copy will remain with the immediate  
404 supervisor, and the original will become a part of the official file in the Personnel Office.

405  
406 **G. Procedures in the Case of Unsatisfactory Performance of Responsibilities**

407  
408 When a manager's performance is judged unsatisfactory, corrective measures will be  
409 initiated. The manager shall develop a work plan with measurable goals, objectives and a  
410 timetable to correct the areas judged unsatisfactory. This work plan shall be reviewed and  
411 approved by the immediate supervisor who shall be responsible for monitoring and assisting  
412 the manager with the corrective measures. If desired, the immediate supervisor will work  
413 with the manager to identify a mentor to provide guidance and advice.

414  
415 In order to ascertain the extent to which corrective measures have succeeded, the re-  
416 evaluation of the manager shall be undertaken as soon as deemed appropriate by the  
417 supervisor, but in no case later than six months after the initial findings of the evaluation  
418 committee. The re-evaluation process shall include the submission of new goals and  
419 objectives to the immediate supervisor, the formation of a new evaluation committee, the  
420 collection of new survey data, and the preparation of an updated evaluation report that  
421 assesses the progress (or lack of progress) made since the last evaluation.

422  
423 **G. Nonrenewal of Contract, Dismissal, or Penalty of Limited Duration**

424  
425 In the case of unsatisfactory progress following re-evaluation, managers shall be notified  
426 of contract nonrenewal, dismissal, or penalty of limited duration by action of the Board of  
427 Trustees in accordance with the Education Code.

428  
429 **VACATIONS**

430  
431 A. Management employees earn vacation at the rate of 1.91 days per month for each complete  
432 month of service. In determining vacation accrued at the end of any calendar month, the  
433 product of 1.91 X months worked shall be rounded to the nearest whole number.

434  
435 B. All vacation computation is based on a fiscal year of July 1 to June 30.

436  
437 C. New employees with an employment date other than the first working day of the month shall  
438 not start accruing vacation until the first working day of the following month of employment.

439  
440 D. Each July all management employees shall be notified by the Payroll Department of their  
441 June 30 accrued vacation credits. Management employees can accrue vacation credits up  
442 to 46 days. Once vacation credits reach the maximum accrual level no more vacation  
443 credits will be earned.

444

- 445 E. Vacations will be set at the convenience of both the employee and the District, and are  
446 subject to the approval of the manager to whom he/she is responsible, and the Campus  
447 President or Chancellor, as appropriate.  
448
- 449 F. Upon leaving the employment of the District, a management employee shall be entitled to  
450 lump sum compensation for earned and unused vacation at his/her current salary. Payment  
451 shall be made up to the accrued number of vacation days not to exceed forty-six (46) days.  
452

### 453 **LEAVES OF ABSENCE**

454

- 455 **A. Professional Growth** - A leave of absence for professional growth and study shall be  
456 provided for managers. Such leave shall be for a period of two months at full pay.  
457
- 458 1. Managers must have completed six years of service with the District, two of which  
459 must have been in a management position.  
460
  - 461 2. Such leave will be at the convenience of the District and is subject to approval by  
462 the Board upon recommendation by the Chancellor.  
463
  - 464 3. Application  
465
    - 466 a. An application for professional growth leave shall be submitted for approval  
467 by February 1st of the year proceeding the fiscal year in which the leave is  
468 to be taken. Approval or denial shall be made prior to June 1st of the same  
469 year.  
470
    - 471 b. Employees who meet the eligibility requirements will make application to  
472 the Chancellor after having secured the endorsement of their immediate  
473 supervisor and the college president when applicable.  
474
    - 475 c. Applications will be evaluated on the following factors:  
476
      - 477 (1) Purpose of the leave
      - 478 (2) Value to the District
      - 479 (3) Convenience to the District
      - 480
      - 481
      - 482
    - 483 d. If the number of applications exceeds the allowable leaves (see below),  
484 resolution and selection will be based on the following:  
485
      - 486 (1) Length of service with the District
      - 487
      - 488 (2) Length of time since last leave
      - 489
  - 490 4. Conditions  
491
    - 492 a. Managers/administrators are not eligible for faculty sabbatical leaves.  
493
    - 494 b. Granting of a professional growth leave shall not adversely affect the  
495 implementation of the faculty sabbatical leave policy.  
496
    - 497 c. Acceptance of a leave under this policy removes the recipient from the  
498 eligibility list for a period of at least an additional six years.  
499

- 500 d. Not more than three managers from SBVC, one from CHC, and one from  
501 Central Services shall be granted leave in any one fiscal year. No more  
502 than three managers from the entire District shall be on leave at the same  
503 time.  
504
- 505 e. For the purpose of this procedure, administrative management groups are  
506 defined as follows:  
507
- 508 (1) Central Services
  - 509
  - 510 (2) College--Instruction, Student Services
  - 511
- 512 f. Leaves granted in each administrative/management group listed in above  
513 shall be limited to the number of persons that may be on leave at one time  
514 as follows:  
515
- 516 (1) Groups with three managers or less--1
  - 517
  - 518 (2) Groups with four through seven managers--2
  - 519
  - 520 (3) Groups with over seven managers--3
  - 521
- 522 g. The president of either campus shall not be on professional growth leave at  
523 the same time as the manager responsible for instructional administration.  
524
- 525 h. Duties of the manager(s) on leave are to be assumed and performed by  
526 other members of management for the period of the leave at no additional  
527 cost to the District when possible.  
528

529 **B. Sick Leave**

- 530
- 531 1. Every full-time, 12-month management employee employed 5 days a week shall be  
532 entitled to 12 days leave of absence for illness and injury per year.  
533
  - 534 2. A management employee, employed 5 days a week, who is employed for less than  
535 a full fiscal year, is entitled to that proportion of 12 days leave of absence for illness  
536 or injury as the number of months he/she is employed bears to 12.  
537
  - 538 3. A management employee, employed less than 5 days per week, shall be entitled for  
539 a fiscal year of service to that proportion of 12 days leave of absence for illness or  
540 injury as the number of days he/she is employed per week bears to 5. When such  
541 person is employed for less than a full fiscal year of service, this and the preceding  
542 paragraph shall determine that proportion of leave of absence for illness or injury to  
543 which he/she is entitled.  
544
  - 545 4. Pay for any days of such absence shall be the same as the pay that would have  
546 been received had the employee served during the day.  
547
  - 548 5. Credit for leave of absence need not be accrued prior to taking such leave by the  
549 employee and such leave of absence may be taken at any time during the year.  
550
  - 551 6. If an employee does not take the full amount of leave allowed in any year under this  
552 policy, the amount not taken shall be accumulated from year to year.  
553
  - 554 7. The Board may require proof of illness or injury for the purposes of this policy.  
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**C. Maternity Leave**

1. A manager may use sick leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.
3. This provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.

**D. Bereavement Leave**

1. Every person employed in a management position is entitled to a paid leave of absence, not to exceed 3 days, or 5 days if travel out-of-state or a round trip of over 500 miles is required, on account of the death of any member of his/her immediate family.
2. Member of the immediate family means the mother, father, grandparent or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

**E. Personal Necessity Leave**

1. Any days of leave of absence for illness or injury allowed pursuant to the District sick leave policy may be used by the employee at his/her election in cases of personal necessity.
2. Request for such personal necessity leave shall be submitted to the Chancellor or designee prior to the absence, explaining the specific nature of the personal emergency.
3. The employee shall not be required to secure advance permission for leave taken for any of the following reasons:
  - a. Death or serious illness of a member of his/her immediate family.
  - b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

**F. Industrial Accident and Illness Leave**

1. Employees must have served in the District a minimum of 9 months.
2. Industrial accident or illness leave of absence shall not exceed 60 days in any one fiscal year for the same accident or illness.
3. Allowable leave shall not accumulate from year to year.

- 612  
613 4. Industrial accident or illness leave shall commence on the first day of absence.  
614  
615 5. During any paid leave of absence, the employee shall endorse to the District the  
616 temporary disability indemnity checks received on account of his/her industrial  
617 accident or illness.  
618  
619 6. When an accident or illness overlaps in the next fiscal year, the employee is entitled  
620 only to the balance of the 60 days not used.  
621  
622 7. At such time that the employee has used his/her full entitlement of 60 days industrial  
623 leave, he/she may use his/her accumulated sick leave. Sick leave will be used at a  
624 rate equal to the pay received from the District less any contribution from Worker's  
625 Compensation.  
626  
627 8. Evidence must support the fact that the illness or accident arose out of employment.  
628 The Board of Trustees may require a physician's report on probable cause.  
629  
630 9. Management employees shall submit information regarding the nature and causes  
631 of all absences in order that adequate personnel records may be maintained.  
632

633 **G. Military Leave**  
634

635 Permanent employees or probationary employees whose combined District service and  
636 military service total one full year shall be entitled to full pay for the first 30 calendar days of  
637 absence for reserve training in any one fiscal year. Such leave must be verified by a copy of  
638 the military orders requiring military pay.  
639

640 **H. Jury Duty Leave**  
641

642 When a management employee is absent because of a mandatory court appearance as a  
643 juror, said employee shall suffer no monetary loss by reason of said service. Such  
644 employee shall receive his/ her regular salary (upon receipt by the District of a valid jury duty  
645 verification), but shall reimburse to the District jury duty payment received from the court,  
646 excluding reimbursement for mileage.  
647

648 **I. Unpaid Leave**  
649

650 An unpaid leave of absence may be granted by the Board upon the recommendation of the  
651 Chancellor subject to the following provisions:  
652

- 653 1. A request for leave that clearly articulates the terms and conditions requested must  
654 be submitted to the immediate supervisor. The supervisor will act upon the request  
655 and, in the case of a favorable response, will forward the request through the  
656 appropriate channels. If the immediate supervisor opposes the leave, he/she shall  
657 notify the applicant within 15 working days of the date of submission. Applicants  
658 who are denied leave have the right to appeal through the usual organizational  
659 channels.  
660  
661 2. No more than one full-year of unpaid leave will be granted to an employee, and  
662 such leave shall not extend beyond one year.  
663  
664 3. No unpaid leave will be granted to an employee who takes a position with another  
665 organization which by its nature is considered to be permanent and continuing.  
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4. An individual on unpaid leave retains the right to District employment at the end of the leave but does not retain the right to return to the specific position vacated.
  5. A notice of intent to return must be filed in writing with the District Personnel Office three months prior to the anticipated date of return.
  6. An unpaid leave will be treated as a "break" in service. An individual on unpaid leave will not receive advancement credit on any salary schedule, will not be credited with sick days or vacation days, and will not receive retirement credit while on leave.
  7. An individual on unpaid leave may purchase continued coverage under District health, dental, and life insurance plans.

681 **J. Family Care Leave**

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1. An employee with more than one year of continuous service with the District who is eligible for other leave benefits shall be granted upon request an unpaid family care leave up to a total of four months in any twenty-four month period pursuant to the requirements of this policy.
    - a. For purposes of this policy, the term "family care leave" means either:
      - (1) Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious illness of a child of the employee; or
      - (2) Leave to care for a parent or spouse who has a serious health condition.
  2. An unpaid family care leave granted pursuant to this policy shall be in addition to any other leave pursuant to the Government Code, except that an unpaid family care leave used in conjunction with a pregnancy leave of four months or more may be limited by the District within its discretion to one month.
  3. An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care leave, an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.
  4. If an employee's need for an unpaid family care leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.
  5. The District requires that an employee's request for an unpaid family care leave for the purposes of caring for a child, spouse or parent who has a serious health condition be supported by a written certification issued by the health care provider of the individual family member requiring care. This written certification must include:
    - a. The date on which the serious health condition commenced;
    - b. The probable duration of the condition;

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- c. An estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care; and
  - d. A statement that the serious health condition warrants the participation of a family member to provide care during a period the treatment or supervision of the individual requiring care.
  - e. If additional leave is requested by the employee upon expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written recertification consistent with the requirements for an initial certification.
6. Definitions - for purposes of this policy and consistent with current law:
- a. The term "child" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child.
  - b. The term "parent" means biological, foster, or adoptive parent, step-parent, or a legal guardian.
  - c. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision, and involves either of the following:
    - (1) Inpatient care in a hospital, hospice, or residential health care facility; or
    - (2) Continuing treatment or continuing supervision by a health care provider.
  - d. The term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.
7. The District within its discretion may allow an employee upon written request to utilize accumulated illness and accident leave for the purpose of family care leave.
8. An employee taking unpaid family care leave pursuant to this policy shall continue to be entitled to participate in health plans and other benefits to the same extent and under the same conditions as apply to other unpaid leaves of absence.
9. The District may refuse to grant an employee's request for unpaid family care leave under this policy even though all requirements of this policy have been satisfied if:
- a. The refusal is necessary to prevent undue hardship to the operations of the District;
  - b. The employee and the other parent would receive unpaid family care leave exceeding four months in any twenty-four hour period; or
  - c. The other parent is also taking family care leave at the same time or is unemployed.

- 779  
780 10. Any employee returning from an unpaid family care leave shall be assigned to the  
781 same or comparable position. For purposes of this policy and consistent with  
782 current law, the term "same or comparable position" means a position that has the  
783 same or similar duties and pay which can be performed at the same or similar  
784 geographic location as the position held prior to the leave.  
785  
786 11. This policy shall not be construed to entitle the employee to receive disability  
787 benefits as provided in the Labor Code.  
788

#### **HEALTH AND WELFARE BENEFITS**

- 790  
791 **A.** A program of health and welfare benefits shall be provided to all management employees.  
792  
793 **B. Hospitalization/Medical** - The insurance premium for the Board approved  
794 hospitalization/medical plan is paid for the employee, spouse and dependents by the District.  
795  
796 **C. Dental** - The insurance premium for the Board approved dental plan is paid for the  
797 employee, spouse and dependents by the District.  
798  
799 **D. Life** - The insurance premium for the Board approved life insurance plan is paid for the  
800 employee by the District.  
801  
802 **E. Health Insurance Continuation After Retirement** - Any management employee who opts  
803 for early retirement or disability retirement will continue to receive hospitalization/medical  
804 plan benefits available to certificated employees of the District, until age 65, subject to all of  
805 the following conditions:  
806  
807 1. Has attained the age of 55 before terminating employment with the District or earlier  
808 under disability retirement.  
809  
810 2. Has completed a minimum of five years service with the District (disability  
811 retirement); has completed a minimum of ten years service with the District (service  
812 retirement).  
813  
814 3. Must have been an employee of the District immediately preceding retirement  
815 status.  
816  
817 4. Must be on retirement with the State Teachers Retirement System or Public  
818 Employees Retirement System.  
819

#### **OPTIONAL PRE-RETIREMENT REDUCED WORKLOAD PROGRAM**

- 820  
821 **A.** The employee:  
822  
823 1. Must be 55 years of age prior to the reduction of workload under this program. The  
824 employee must be 55 years of age before the beginning of the college year or  
825 semester in which the reduction in workload starts.  
826  
827 2. Must have been employed full-time in an academic position for at least ten (10)  
828 years of which the preceding five (5) years were full-time employment. Sabbaticals  
829 and other approved leaves do not constitute a break in service. Such leave,  
830 however, is not used to compute the five (5) years full-time service requirement prior  
831 to entering the program.  
832  
833

834 3. Must request that the option be exercised. The plan can only be terminated by  
835 mutual consent of employee and employer.

836  
837 4. Must make contributions to the STRS or PERS Retirement System equal to the  
838 amount required for a full-time (100%) employee. Payment of this contribution shall  
839 be made in the manner in which contributions are made by regular employees.  
840

841 **B.** The employer (SBCCD):

842  
843 1. At its discretion, may approve or disapprove the employee's request. The District  
844 shall provide the employee with written rationale for its disapproval.  
845

846 2. Except for the reduction in salary corresponding to the reduced workload, will  
847 provide the employee the same benefits (including all health, medical, insurance  
848 plans, etc.) provided a regular full-time (100%) employee.  
849

850 3. Must agree to make contributions to the STRS or PERS Retirement System in  
851 accordance with the law.  
852

853 **C.** The Plan (Pre-Retirement Option):

854  
855 1. The option may be exercised for a period not to exceed five (5) years or age 65,  
856 whichever comes first.  
857

858 2. The minimum part-time employment under the plan shall be the equivalent of one-  
859 half of the number of days of service required by the employee's contract of  
860 employment during the final year of service in a full-time (100%) position.  
861

862 3. By mutual agreement of the employer and the employee, an Optional Pre-  
863 Retirement Reduced Workload Program may be increased or decreased within the  
864 code limitations.  
865

866 4. If an employee works less than a 100% assignment, the amount of sick leave  
867 earned varies directly to the percent of full-time (100%) employment. For example,  
868 50% employment would yield 50% of 10 days or 5 days of full-time sick leave, or 10  
869 days of 50% sick leave.  
870

871 5. An employee on less than full-time (100%) employment who must use sick leave  
872 will reduce earned sick leave on the same basis as employment.  
873

874 6. To allow for sufficient time in planning, scheduling and budget preparation, the  
875 following deadlines shall apply:  
876

877 a. January 15 - The employee shall notify the employer not later than January  
878 15 of intention to exercise the Pre-Retirement Option for the ensuing school  
879 year.  
880

881 b. March 15 - Agreement between employer and employee must be finalized  
882 by March 15 for the ensuing school year.  
883

884 **EARLY RETIREMENT PLAN**

885  
886 **A.** The employee must have been employed in the District on a full-time basis for a minimum of  
887 ten (10) years.  
888

889 **B.** The minimum age for eligibility under this program will be 55.

- 890  
891 **C.** The District may agree to award a consulting contract and the employee must retire from the  
892 District in accordance with all applicable statutes, rules and regulations of the STRS or  
893 PERS Retirement System. The District may disapprove any application as long as any  
894 disapproval is not arbitrary or capricious.  
895  
896 **D.** An employee accepted under this plan can never return as a full-time employee. He/she will  
897 be employed as a part-time employee in retired status in accordance with rules and  
898 regulations of the STRS or PERS Retirement System. At the termination of this plan, the  
899 employee may be employed as a part-time employee on the non-contract hourly rate.  
900  
901 **E.** The employee may continue certain fringe benefit coverages by assuming responsibility for  
902 premiums if accepted by the insurer.  
903  
904 **F.** Compensation shall be at the appropriate hourly rate, not to exceed the maximum  
905 prescribed by law in any one fiscal year.  
906  
907 **G.** There shall be no maximum or minimum number of applicants accepted under this plan.  
908 The applicant can only be certain of eligibility for acceptance after he/she has met with the  
909 Chancellor, or someone designated by the Chancellor, to determine whether or not the  
910 District will have a need for his/her services. In the event that there are more eligible  
911 applicants than the District will be able to use effectively, the principle of seniority will be  
912 used as the deciding criterion to determine who will be accepted under this plan.  
913  
914 **H.** Employees on disability retirement do not qualify for the plan.  
915  
916 **I.** Deadline for application is March 15.  
917

#### **CELLULAR TELEPHONE USAGE**

- 918  
919  
920 **A. Authorization**  
921  
922 Each college president and each vice chancellor may designate managers to receive  
923 partial reimbursement for the use of a cellular telephone in conducting District business.  
924  
925 **B. Application**  
926  
927 Managers shall make application through the appropriate channel. Approved applications  
928 shall be forwarded from the campus to the Vice Chancellor Fiscal Affairs for  
929 implementation.  
930  
931 **C. Reimbursement**  
932  
933 Reimbursement shall be at a rate not to exceed \$50 per month, which shall include  
934 purchase of the telephone, activation, monthly service charges, and air use time—including  
935 long distance calls. While monthly application for reimbursement is not required, periodic  
936 verification of telephone usage may be requested.  
937  
938 **D. Review**  
939  
940 This policy shall receive periodic review to assess the appropriateness of the  
941 reimbursement rate.  
942

#### **HOURLY TEACHING**

943  
944

945 Management personnel may teach one class per semester at the current hourly pay rate, subject to  
946 approval of the immediate supervisor and campus president. Any class taught for hourly pay shall  
947 be outside the manager's normal working hours.  
948

#### 949 **ADMINISTRATOR RETREAT RIGHTS**

950  
951 **A.** An administrator hired after June 30, 1990, who does not have tenure in the District at the  
952 time of hire may be reassigned only to a first-year probationary faculty position and to such a  
953 position only if he or she meets the following criteria:  
954

- 955 1. He/she holds an administrative position that is not part of the classified service, or if  
956 he/she holds an administrative position that is part of the classified service, he/she  
957 was certified by the Academic Senate as possessing qualifications in a specified  
958 discipline or disciplines similar to those expected of a newly hired faculty member in  
959 that discipline(s).  
960
- 961 2. He/she has served in this district a total of at least two years as a faculty member or  
962 administrator. This service must have been satisfactory according to  
963 documentation.  
964
- 965 3. He/she is being reassigned for reasons other than for cause, as defined in the  
966 Education Code.  
967
- 968 4. Reassignment shall not result in the lay-off or forced change in the contract  
969 assignment for any contract faculty member.  
970

971 **B.** To determine the discipline to which an administrator shall be assigned, the following shall  
972 apply:  
973

- 974 1. The administrator can be assigned only to a discipline in which he/she meets the  
975 minimum qualifications as specified by the Education Code and Title 5. The  
976 Academic Senate shall certify to the Governing Board that the administrator meets  
977 at least minimum qualifications and/or equivalencies for the discipline(s) in question  
978 and shall recommend the discipline(s) to which the administrator should be  
979 assigned. The Governing Board shall provide the Academic Senate with an  
980 opportunity to present its views to the Board before the Board makes a  
981 determination. A written record of the Board's decision, including the view of the  
982 Academic Senate, shall be available for review pursuant to Education Code.  
983
- 984 2. The administrator shall be assigned to a discipline in which he or she has not only  
985 the minimum qualifications but also where all of the following apply:  
986
  - 987 a. There are sufficient assignments in the discipline or service area currently  
988 held by temporary or hourly faculty or contract overload to make a full-time  
989 assignment for an additional faculty member.  
990
  - 991 b. The administrator has an interest as indicated by a statement of the  
992 administrator's own preference for assignment.  
993

994 **C.** Unless otherwise specified in a personal contract, an administrator reassigned to a faculty  
995 position shall be compensated based on placement on the faculty salary schedule according  
996 to his/her education and experience. Placement on the faculty salary schedule will include  
997 years served as an administrator.  
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999 **D.** These procedures will be reviewed by the joint Academic Senate Executive Committee and  
1000 the Vice President of Instruction, SBVC, and the Vice President of Instruction CHC, no later

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than April 15 of each year. Changes can be proposed by joint agreement and forwarded to the Board for approval.

APPROVED: 5/9/13