

Edits Recommended

BP 7160 Professional Development

Reference:

ACCJC Accreditation Standard III.A.14

It is the intent of the District to maximize professional development opportunities for its employees.

Approved by the Board of Trustees: _____

Edits Recommended

AP 7160 Professional Development

Reference:

Education Code Sections 87150, et seq.:

ACCJC Accreditation Standard III.A.14 (formerly III.A.5)

The District plans for and provides all personnel with appropriate opportunities for continued professional development, consistent with the district's mission. The District will evaluate these programs and use the results of the evaluation as the basis for improvement.

These procedures are covered in the faculty collective bargaining agreement and the classified collective bargaining agreement.

Approved by the Board of Trustees: _____

BP 7210 Academic Employees

References:

*Education Code Sections 87400 et seq., 87419.1; 87600 et seq., and 87482.8;
Title 5, Section 51025*

Academic employees are all persons employed by the District in academic positions. Academic positions include every type of service, other than paraprofessional service, for which minimum qualifications have been established by the Board of Governors for the California Community Colleges.

Faculty members are those employees who are employed by the District in academic positions that are not designated as supervisory or management. Faculty employees include, but are not limited to, instructors, librarians, counselors, and professionals in health services, DSPS, and EOPS.

Decisions regarding tenure of faculty shall be made in accordance with the evaluation procedures established for the evaluation of probationary faculty and in accordance with the requirements of the Education Code. The Board reserves the right to determine whether a faculty member shall be granted tenure.

The District may employ temporary faculty from time to time as required by the interests of the District. Temporary faculty may be employed full time or part time. The Board delegates authority to the Superintendent/President to determine the extent of the District's needs for temporary faculty.

Notwithstanding this policy, the District shall comply with its goals under the Education Code regarding the ratio of full-time to part-time faculty to be employed by it and ~~the Title 5 required District five-year plan~~ for making progress toward the standard of 75% of total faculty work load hours taught by full-time faculty.

See Administrative Procedures #7211, #7212, #7215, and #7216

Approved by the Board of Trustees: November 11, 2003
Amended by the Board of Trustees: October 9, 2012
Amended by the Board of Trustees: _____

AP 7211 Faculty Service Areas, Minimum Qualifications, and Equivalencies

Reference:

***Education Code Sections 87001, 87003, 87743.2;
Title 5, Section 53400 et seq.;***
ACCJC Accreditation Standard III.A.2-4

Faculty Service Areas

Faculty service areas shall be established after negotiation and consultation as required by law with the appropriate faculty representatives.

Minimum Qualifications

Faculty shall meet minimum qualifications established by the Board of Governors, or shall possess qualifications that are at least equivalent to the minimum qualifications set out in the regulations of the Board of Governors.

Equivalencies

Equivalency Committee. An academic senate equivalency committee shall be established to fulfill the requirement of Education Code Section 87359, which states that the equivalency process "shall include reasonable procedures to ensure that the governing board relies primarily upon the advice and judgment of the Academic Senate to determine that each individual employed under the authority granted by the regulations possesses qualifications that are at least equivalent to the applicable minimum qualifications..." In order to ensure that the governing board relies primarily on the advice and judgment of the Academic Senate, the academic senate equivalency committee shall:

- Be available to screening and selection committees as a resource regarding equivalency determinations.
- Further clarify the criteria to be used for determining equivalency.
- Ensure that careful records are kept of all equivalency determinations.
- Periodically review this procedure and recommend necessary changes to the Academic Senate and governing board.
- In general, ensure that the equivalency process works well and meets the requirements of the law.
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Determination of Equivalencies. The following procedure is to be used to determine when an applicant for a faculty position, although lacking the exact degree or experience specified in the Disciplines List of the Board of Governors that establishes the minimum qualifications for hire, nonetheless does possess qualifications that are at least equivalent to those required by the Disciplines List. The procedure is intended to ensure a fair and objective process for determining when an applicant has the equivalent qualifications. It is not intended to grant waivers for lack of the required qualifications.

All faculty position announcements will state the required qualifications as specified by the Disciplines List, including the possibility of meeting the equivalent of the required degree or experience.

District application forms for faculty positions will ask applicants to state whether they meet the minimum qualifications of the Disciplines List or whether they believe they meet the equivalent. Those claiming equivalency will then be asked to state their reasons and to present evidence. It will be the responsibility of the applicant to supply all evidence and documentation for the claim of equivalency at the time of application.

The ~~Director of Human Resources~~ Human Resources Staff will first screen all applicants. Those claiming equivalency will have their claims examined by the equivalency committee prior to being screened for an interview. Only applicants who are found to meet the test of equivalency shall be selected for interview.

The District may elect to award equivalency for faculty teaching in vocational disciplines that do not require the master's degree using the following state standards:

- A. Recognized expertise in the field, or
- B. A Bachelor's Degree in the discipline from an accredited college or university or appropriate foreign institution and experience in the field, or
- C. Any Bachelor's Degree and enrollment in a discipline specific Master's program in the discipline, or
- D. An Associate Degree plus five (5) years of current experience directly related to the discipline, or the number of years of direct experience in the field that are determined by Advisory Committees, State Licensure Bodies/Boards, or departmentally defined standards, as being equivalent to five (5) years of education.

Rare exceptions: In the rare case that an individual does not specifically meet the equivalency provisions as stated in the above, and the department chair, the full-time faculty in that discipline (if applicable), supervising instructional administrator and the Vice President of Instructional Services agree that the person is otherwise qualified to teach in that discipline, that individual's qualifications may be recommended to the academic senate equivalency committee chair as deemed "equivalent" for that discipline. The equivalency committee considers the recommendation and makes the final decision.

AP 7212 Temporary Faculty

References:

Education Code Sections 87481, 87482, 87482.5, and 87482.8

The District may employ any qualified individual as a temporary faculty member for a complete school year, but not less than one semester or quarter during a school year unless the date of rendering first paid service begins during the second semester or third quarter and prior to March 15th. The employment of these persons shall be based upon the need for additional faculty during a particular semester, quarter, or year because a faculty member has been granted leave for a semester, quarter, or year, or is experiencing long-term illness, and shall be limited, in number of persons so employed, to that need.

The District may employ any qualified individual as a temporary faculty member for a complete school year but not less than a complete semester or quarter during a school year. The employment of those persons shall be based upon the need for additional faculty during a particular semester or quarter because of the higher enrollment of students during that semester or quarter as compared to the other semester or quarter in the academic year, or because a faculty member has been granted leave for a semester, quarter, or year, or is experiencing long-term illness, and shall be limited, in number of persons so employed, to that need. Such employment may be pursuant to contract fixing a salary for the entire semester or quarter. No person, other than a person serving as clinical nursing faculty, shall be so employed for more than two semesters or three quarters within any period of three consecutive years.

~~A person serving as a temporary clinical nursing faculty may be employed for up to four semesters or six quarters within any period of three consecutive years between July 1, 2007 and June 30, 2014, as long as the hiring of that person does not result in an increase in the ratio of part-time to full-time nursing faculty in the district.~~

Any person who is employed to teach classes for not more than 67 percent of the hours per week that are considered a full-time assignment for regular employees having comparable duties shall be classified as a temporary employee, and shall not become a contract employee. However, any agreement prior to January 1, 2009, to limit temporary faculty members to 60 percent of the hours per week that are considered a full-time assignment will govern until the expiration of the agreement. Service as a substitute on a day-to-day basis shall not be used for purposes of calculating eligibility for contract or regular status.

Screening for temporary faculty shall, insofar as possible, be conducted in accordance with District practices and procedures for employment of regular faculty. In particular, there shall be consideration given to principles of selection that assure the greatest opportunity for participation by underrepresented groups as required by District policies and procedures.

Approved by the Board of Trustees: November 11, 2003

Amended by the Board of Trustees: November 13, 2007

Amended by the Board of Trustees: August 14, 2012

Amended by the Board of Trustees: _____

AP 7215 Academic Employees: Probationary Contract Faculty

Reference:

Education Code Section 87600 et seq.

The District shall employ a faculty member for the first academic year of his or her employment by contract. Any person who, at the time an employment contract is offered to him or her by the district, is neither a tenured employee of the District nor a probationary employee then serving under a second or third contract shall be deemed to be employed for "the first academic year of his or her employment."

A faculty member shall be deemed to have completed his or her first contract year if he or she provides service for 75 percent of the first academic year.

Before making a decision relating to the continued employment of a contract employee, the following requirements shall be satisfied:

- The employee shall be evaluated in accordance with the evaluation standards and procedures established in accordance with law. (Reference Collective Bargaining Agreement
- The board shall receive statements of the most recent evaluations.
- The board shall receive recommendations of the ~~President of the College Superintendent/President~~.
- The governing board shall consider the statement of evaluation and the recommendations in a lawful meeting of the board.

If a contract employee is working under his or her first contract, the board, at its discretion, shall elect one of the following alternatives:

- Not enter into a contract for the following academic year.
- Enter into a contract for the following academic year.
- Employ the contract employee as a regular employee for all subsequent academic years.

If a contract employee is working under his or her second contract, the board, at its discretion, shall elect one of the following alternatives:

- Not enter into a contract for the following academic year.
- Enter into a contract for the following two academic years.
- Employ the contract employee as a regular employee for all subsequent academic years.

If a contract employee is employed under his or her third consecutive contract, the Board shall elect one of the following alternatives:

- Employ the probationary employee as a tenured employee for all subsequent academic years.
- Not employ the probationary employee as a tenured employee.

The governing board shall give written notice of its decision and the reasons therefore to the employee on or before March 15 of the academic year covered by the existing contract. The notice shall be by registered or certified mail to the most recent address on file with the district personnel office. Failure to give the notice as required to a contract employee under his or her first or second contract shall be deemed an extension of the existing contract without change for the following academic year.

The governing board shall give written notice of its decision under Section 87609 and the reasons therefore to the employee on or before March 15 of the last academic year covered by the existing contract. The notice shall be by registered or certified mail to the most recent address on file with the district personnel office. Failure to give the notice as required to a contract employee under his or her third consecutive contract shall be deemed a decision to employ him or her as a regular employee for all subsequent academic years.

Approved by the Board of Trustees: November 11, 2003
Amended by the Board of Trustees: _____

No Edits Recommended

AP 7216 Academic Employees: Grievance Procedure for Contract Decisions

Reference:

Education Code Section 87610.0

This procedure is covered in the faculty contract.

Approved by the Board of Trustees: November 11, 2003
Amended by the Board of Trustees: June 11, 2013
Reviewed by the Board of Trustees: _____

BP 7230 Classified Employees

Reference:

Education Code Sections 88003; 88004; 88009; 88013

Classified employees are those who are employed in positions that are not academic positions. The employees and positions shall be known as the classified service.

The classified service does not include:

Substitute and short-term employees who are employed and paid for less than 75 percent of the fiscal year.

Part-time apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment.

Full time students employed part time, and part-time students employed part time in any college work-study program or in a work experience education program conducted by the District.

The Board shall fix and prescribe the duties of the members of the classified service. (See Board Policy 7110.)

Before a short-term employee is employed, the Board, at a regularly scheduled meeting, shall specify the service required to be performed and certify the ending date of the service. The Board may later act to shorten or extend the ending date, but shall not extend it beyond 75 percent of an academic year.

The ~~President of the College~~ College Administration shall establish procedures to assure that the requirements of state law and regulations regarding the classified service are met.

The probationary period for classified employees shall be one year unless otherwise collectively bargained.

See Administrative Procedures 7232

Approved by the Board of Trustees: November 11, 2003

Amended by the Board of Trustees: _____

AP 7232 Classification Review

Reference:

Education Code Section 88001; 88009

Every position in the classified service in the District shall be assigned a classification.

These classifications will determine the salary levels that shall be applied to these positions.

Review of class specifications shall be undertaken regularly to revise and update the duties and/or responsibilities of positions in the classified service as specified in the classified collective bargaining agreement.

Approved by the Board of Trustees: November 11, 2003
Amended by the Board of Trustees: _____

Edits Recommended

AP 7233 Claims for Work Out of Classification

References:

Education Code Section 88010

Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the Board unless the duties reasonably relate to those fixed for the position, for any period of time that exceeds five working days within a 15-calendar-day period except as authorized in these procedures.

An employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five working days if his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in amounts that will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

This procedure is covered in the classified collective bargaining agreement.

Approved by the Board of Trustees: _____

Edits Recommended

AP 7234 Overtime

References:

Education Code Sections 88027, 88028, 88029, and 88030

This procedure is covered in the classified collective bargaining agreement.

Approved by the Board of Trustees: _____

BP 7240 Confidential Employees

Reference:

Government Code Section 3540.1(c)

Confidential employees are those who are required to develop or represent management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. The fact that an employee has access to confidential or sensitive information shall not in and of itself make the employee a confidential employee.

A determination whether a position is a confidential one shall be made by the Board in accordance with applicable law and with the regulations of the California Public Employment Relations Board.

Confidential employees are not eligible for inclusion in a bargaining unit represented by an exclusive representative and the terms and conditions of their employment are not controlled by any collective bargaining agreement.

The terms and conditions of employment for confidential employees shall be provided for by procedures developed by the Superintendent/President. Such terms and conditions of employment shall include, but not be limited to, procedures for evaluation and rules regarding leaves, transfers and reassignments.

See Administrative Procedure #7240.

Amended by the Board of Trustees: October 9, 2012
Approved by the Board of Trustees: November 11, 2003
Reviewed by the Board of Trustees: _____

Administrative Procedure 7240 – Confidential Employees

Classified Confidential Employees (“Employee”) are delegated the authority and responsibility of maintaining security of information with which they are entrusted while performing their assigned duties for officers of the District. Employees designated Confidential are privy to the collective bargaining information. Sensitive personnel information regarding employees and private papers of management and supervisory officers and District Board members fall within the security domain of the Confidential employee’s area of responsibility.

Employees are expected to comply with all college policies and procedures, laws and regulations, and contractual, grant and other obligations, public or private, and to safeguard College property and funds.

Probationary Period

The probationary period for Confidential Employees is nine (9) months for new hires.

A permanent employee who is promoted to a position shall be returned to his or her original classification if the employee determines that the promoted position is not suitable for him or her, or the District releases the employee during the probationary period. The probationary period for such promotion shall be six-months.

Performance Appraisals

The supervisor will evaluate the performance of the Confidential employee at least once per year on or about May 1 of each year. Probationary employees shall be evaluated at least twice during their probationary period. Employees may be evaluated more frequently when there is reasonable cause for such evaluation.

Working Out of Class

Confidential Employees may be required to perform duties other than those reasonably related to their regular position. If those duties are at a higher level of responsibility for more than five (5) work days, within 15 calendar days, the employee’s salary will be increased no less than 5% or the first step of the classification in which he/she is working out of class or whichever is greater.

Transfer/Reassignment

When a vacancy occurs in the Confidential Employees “group”, the District will send notices to all employees within the Confidential Employees “group” and allow five working days for those employees to request a transfer. Consideration shall be given to such factors as the comparable duties and responsibilities, levels of compensation, minimum qualifications, and employee performance. It is at the discretion of the President or designee to determine that the transfer serves the best interest of the District.

Transfer is a change from one classification to another classification, having either the same salary range (lateral) or having a higher salary range (promotion).

Transfer requests will be considered before advertising for the vacancy.

Should the vacancy be opened to standard District recruitment procedures, applicants for transfer shall be considered along with other candidates.

The District reserves the right to reassign a Confidential employee to another position within the Confidential Employees “group” to meet District needs.

Compensation

Confidential Employees will be paid off the ~~Confidential~~ Management Salary Schedule as recommended by the Superintendent/President to the Board of Trustees.

Salary Placement

Initial placement of Confidential Employees on the salary schedule will be consistent with the recommendation of the Superintendent/President and the approval of the Board of Trustees.

If the employee is moving from a lower classification to a higher classification on the salary schedule, placement will be at a step which ensures not less than a 5% increase.

If the employee is moving from a higher to a lower classification on the salary schedule, placement will be on the same step on the lower range as had been reached on the higher range.

Reassignment

When a Confidential employee is reassigned to a position included in a bargaining unit, he/she shall be granted year-for-year credit on the salary schedule for each year of employment in paid status with the District.

Longevity

A maximum of three (3) longevity steps may be accumulated: one at the tenth (10th) year, one at the fifteenth (15th) year, and one at the twentieth (20th) year. Compensation for longevity will be as follows:

- Upon completion of the ninth (9th) year of service with the District, ~~\$50.00~~ \$100.00 per month will be added to the employee’s existing salary.
- Upon completion of the fourteenth (14th) year of service with the District, ~~\$100~~ \$125.00 per month will be added to the employee’s existing salary for a total longevity step of ~~\$150.00~~ \$225.00.
- Upon completion of the nineteenth (19th) year of service with the District, ~~\$200.00~~ \$225.00 per month will be added to the employee’s existing salary for a total longevity step of ~~\$350.00~~ \$450.00

Fringe Benefits

Confidential Employees shall be entitled to the same fringe benefits opportunities the Board of Trustees provides its other unrepresented employees receiving the same rate of pay including the 457 Deferred Compensation contributions, except such benefits as are based on a minimum service period not satisfied by the employee. Such fringe benefits are subject to change at the discretion of the Board.

For Confidential Employees who retire after age 55 and have served the District full time for ten (10) consecutive years prior to retirement, the District will contribute, as provided to other unrepresented employees, the cost of District-sponsored health insurance until age 65 subject to the fringe benefit allowance limit in effect at the time of retirement. Spouses and dependents as defined in the current medical coverage will also be covered until the employee reaches age 65.

~~Employees hired before July 1, 1986 and who retire after December 31, 2003, may continue on medical benefits beyond age 65. Such medical benefits shall remain unchanged, except that the higher cost PPO shall not be available. The District shall provide a fully funded plan at no cost after retirement.~~

Employees on paid leave status are considered to be continuous employees and no interruption to the insurance program shall be imposed upon employees on paid leave. The Board, at its discretion, may continue District paid contributions to health and welfare benefits for an employee on a Board approved leave of absence.

Benefits Waiver

~~The District will pay requesting employees a Health Benefit Waiver of \$2,000 provided the employee signs the Health Benefit Waiver form dated January 1, 2000. The waiver is pro-rated for employees who are less than 1.00 and eligible for fringe benefits.~~

Eligibility Based on FTE

For current employees (employees hired prior to January 1, 1996) working twenty (20) or more hours per week but less than forty (40) hours per week, the District will contribute a pro-rata amount for fringe benefits.

For current employees (employees hired prior to January 1, 1996) working less than twenty (20) hours per week, the District will contribute \$500.00 for fringe benefits.

For employees hired after the effective date (January 1, 1996) of this Agreement working twenty-five (25) or more hours per week but less than forty (40) hours per week, the District will contribute a pro-rata amount for fringe benefits.

Employees Who Retire Through Disability Retirement

An employee who must take a retirement due to a disability, and who has worked for the College at least ten (10) years at a fifty percent (50%) or more workload, may continue on the college-provided group medical plan for the employee only. This option will be provided to the employee at District expense for five (5) years from the date of retirement provided the employee annually verifies that he/she is disability retired and has not returned to work. Following the five (5) years of District support, the medical plan option remains available to the retired employee at employee expense.

LEAVES

Extended Sick Leave

Extended sick leave is a partially paid leave of absence granted by the District because of continuing disability due to personal illness, injury or accident, when regular sick leave has been exhausted. The employee shall be eligible to use no more than one hundred (100) days of extended sick leave in any fiscal year. The employee on extended sick leave shall be paid at the rate of 50% of employee's normal daily rate of pay.

Holidays and Vacation

Vacation Procedure. The Confidential Employees shall serve as a full-time employee with a twelve-month work year, and shall earn 14 hours of paid vacation hours for each month of paid service (21 working days annual vacation) exclusive of holidays. Requests to use vacation shall be submitted in writing and approved in advance by employee's supervisor. Vacation days not

used will be carried over to the succeeding fiscal year. Once employee has accrued a maximum of **336 hours** of vacation leave, no additional vacation will accrue until the employee uses his or her accrued vacation and reduces the balance to less than **336 hours** of vacation leave. Thereafter, vacation benefits will continue to accrue on a prospective basis only until the employee reaches the maximum. No retroactive credit will be given for the time when accrued vacation was at the cap.

Cash payout of accrued vacation. Upon termination of employment, the employee shall be compensated for accrued vacation days, up to the maximum at employee's normal rate of pay.

Holidays. The employee shall receive the paid holidays defined in Education Code § 79020 as well as those days on which the District office is closed pursuant to the District's approved work year calendar. In addition the employee will receive a floating holiday to replace the Good Friday holiday that was eliminated, as a result of the new 16-week calendar, effective July 1, 2006. This floating holiday is not cumulative and must be taken in the fiscal year it is accrued. Approval must be secured from the employee's appropriate supervisor.

Sick Leave. The employee earns one (1) day of sick leave for illness and injury for each month of paid service. Sick leave can be accumulated without limit.

Personal Necessity Leave. A maximum of seven (7) days of paid absence in any school year may be granted for cases of personal necessity, provided that such leave will be deducted from accumulated sick leave. Personal necessity leave must be used in ½ hour increments. Personal necessity leave is limited to serious illness or death of a member of the employee's immediate family; an accident involving the employee's person or property, or the person or property of a member of employee's immediate family; or appearance in court as a litigant or as a witness under an official order. Leave for reasons other than those listed may be granted at the discretion of the Superintendent/President or his/her designee. Superintendent/President may grant such leave only if in Superintendent/President's opinion, the matter is of such urgency that it cannot be taken care of at a time other than working hours.

Upon return from a Personal Necessity Leave, employee shall be required to complete a Report of Absence Form and to submit verification as may be required.

Bereavement Leave. Each employee shall be granted, without loss of salary or other benefits, leaves of absence not to exceed ~~three (3)~~ four (4) working days, or five (5) working days if out-of-state travel beyond three hundred (300) miles or outside of state travel is required, per occurrence on account of death of any member of the employee's immediate family. "Member of the immediate family" as used in this section, means ~~mother, father, step-parent, grandmother, grandfather, or grandchild of the employee or the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, husband, wife, child, father, mother, stepfather, stepmother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren~~ or any immediate relative living in the immediate household of the employee. Bereavement leave stands alone and shall not be deducted from other leave entitlements.

Other Benefits

Personal Business and Administrative Leaves. In addition to other leave as provided herein, the employee shall be entitled to a maximum of two (2) paid days of personal business leave and three (3) paid days of administrative leave per year. All such leave shall be requested in writing

and approved in advance by the Superintendent/President or appropriate supervisor. Personal Business and Administrative Leaves will be pro-rated based on the date that the employee is hired during the fiscal year.

Enrollment Fee Waiver Program: The employee and their eligible dependents are eligible to participate in the Enrollment Fee Waiver Program.

STAFF DEVELOPMENT AND PROFESSIONAL GROWTH

Staff Development

The staff development program for employees is designed to promote activities which assist in maintaining and enhancing currency in the job and broaden opportunities, promotion, and career change.

Staff development reimbursement will be available for academic and in-service activities. Course work will be verified by official transcripts or official certification of completion. All necessary documents including official transcripts or certificates of completion will be submitted to the employee's supervisor at the time of request for reimbursement. Reimbursement will include all course fees and cost of required texts and required materials.

Professional Growth Program

The Professional Growth program allows Confidential Employees to earn salary increments for completing a planned course of study leading to a license, certificate of completion, Associate of Arts degree, Bachelors degree, Master degree, or a Doctorate. Course of study does not need to be job related.

The professional growth program permits employees to earn salary increments for completing planned course work or other training activities equivalent to fifteen (15) semester units.

The employee's supervisor is in charge of reviewing the employee's course of study. To receive a professional growth increment, employees must present verification of activities and/or coursework that fulfills and equals fifteen (15) units for each Professional Growth increment.

Course work must be verified by official transcripts or certifications of completion. All necessary documents including official transcripts or certificates of completion must be provided to the employee's supervisor for review and approval.

Coursework credit may be earned by taking courses at universities, colleges, community colleges, trade schools, adult education, or through an accredited correspondence school. College level course work requires a grade of "C" or better. In credit/no credit classes, the employee must receive credit.

Credit may also be earned for attendance at District workshops, special lecture series, education conference, leadership activities, or Community Services. A conference/workshop report may be required to determine credit granted.

One (1) semester unit equals one (1) unit. Quarter units convert to semester units on the basis of three (3) quarter units for two (2) semester units.

Continuing Education course work, conferences, workshops, seminars, and other such activities earn credit at the rate of one (1) unit per sixteen (16) hours of satisfactory completion.

A salary increment is equal to a set of fifteen (15) approved units that lead towards an approved

course of study.

Each salary increment is worth a \$700 fixed, but on-going, year to year stipend.

Professional Growth increments shall be effective the first (1st) day of the month following approval by the employee's supervisor and the Board of Trustees.

An employee can earn no more than four (4) increments (a lifetime cap).

Overtime

Confidential Employees who are assigned to overtime shall be paid at the rate of time and one-half of their regular rate. Assigned work performed on a legal holiday which falls on a workday shall be compensated at the rate of time and one-half in addition to the regular rate of pay.

Position Classification

If a need arises for a significant change, over a period of time, in the assigned duties and/or responsibilities of a Confidential employee(s), the supervisor of the employee(s) or the employee(s) may request a classification review in order to determine whether the position(s) should be reclassified to reflect the changes as permanent in duties and/or responsibilities. A "Position Classification Questionnaire" (which is a District form) must be completed for review and consideration by the Superintendent/President.

Process for Conflict Resolution

When a dispute arises between a Confidential employee and his/her supervisor, and the dispute cannot be resolved at this level, the employee may request a meeting with the Superintendent/President. Nothing in this section prevents the employee from utilizing the District's complaint process.

Approved by the Board of Trustees: December 8, 2009

Amended by the Board of Trustees: _____

BP 7250 Educational Administrators

Reference:

***Education Code Sections 72411 et seq., 87002(b), 87457-87460;
Government Code Section 3540.1(g) and (m)***

An administrator is a person employed by the Board in a supervisory or management position as defined in Government Code Sections 3540, *et seq.*

Educational administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services programs of the District.

An educational administrator who has not previously acquired tenure as a faculty member in the District shall have the right to become a first year probationary faculty member once his or her administrative assignment expires or is terminated, if the following criteria are met:

The administrator meets the criteria established by the District for minimum qualifications for a faculty position, in accordance with procedures developed jointly by the CEO and the Academic Senate and approved by the Board. The Board shall rely primarily on the advice and judgment of the Academic Senate to determine that an administrator possesses minimum qualifications for employment as a faculty member.

The requirements of Education Code Section 87458(c) and (d), or any successor statute, are met with respect to prior satisfactory service and reason for termination of the administrative assignment.

The District has a vacancy for which the administrator meets minimum qualifications.

Educational administrators shall be compensated in the manner provided for by the appointment or contract of employment. Compensation shall be set by the Board upon recommendation by the ~~President of the College~~ Superintendent/President. Educational Administrators shall further be entitled to health and welfare benefits made available by action of the Board upon recommendation by the ~~President of the College~~ Superintendent/President.

Educational administrators shall be entitled to vacation leave, sick leave, and other leaves as provided by law, these policies, and administrative procedures adopted by the ~~President of the College~~ Superintendent/President.

Every educational administrator shall be employed by an appointment or contract of up to two years in duration.

The Board may, with the consent of the administrator concerned, terminate, effective on the next succeeding first day of July, the terms of employment and any contract of employment with the administrator, and reemploy the administrator on any terms and conditions as may be mutually agreed upon by the Board and the administrator, for a new term to commence on the effective date of the termination of the existing term of employment.

If the Board determines that the administrator is not to be reemployed when his/her appointment or contract expires, notice to an administrator shall be in accordance with the terms of the existing contract. If the contract is silent, notice shall be in accordance with Education Code Section 72411.

Approved by the Board of Trustees: November 11, 2003
Amended by the Board of Trustees: _____

BP 7260 Classified Supervisors and Managers

Reference:

***Government Code Section 3540.1(g) and (m);
Education Code Section 72411***

Classified administrators are administrators who are not employed as educational administrators.

Classified supervisors are those classified administrators, regardless of job description, having authority to hire, transfer, suspend, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to assign work to and direct them, adjust their grievances, or effectively recommend such action.

Classified managers are those classified administrators, regardless of job description, having significant responsibilities for formulating District policies or administering District programs other than the educational programs of the District.

Classified administrators may be employed in the same manner as the other members of the classified service. If a classified administrator is employed as a regular member of the classified service, employment shall be consistent with other provisions of these policies regarding employment of classified employees.