

# GROSSMONT-CUYAMACA Community College District

# CONFIDENTIAL ADMINISTRATORS HANDBOOK

Vice Chancellor President Associate Vice Chancellor Vice President Director of Human Resources

January 16, 2018 – Item 502

# Table of Contents

CHAPTER I	3
Employee Status	3
CHAPTER II	4
Employee Rights	4
CHAPTER III	5
Hiring	5
CHAPTER IV	6
Hours of Work	6
CHAPTER V	7
SALARY AND ALLOWANCES	7
CHAPTER VI	
LEAVES OF ABSENCE	10
CHAPTER VII	14
VACATION	14
CHAPTER VIII	16
HOLIDAYS	16
CHAPTER IX	
BENEFITS	17
CHAPTER X	
BUSINESS EXPENSES	
CHAPTER XI	
EMPLOYEE EVALUATION	19
CHAPTER XII	20
OUTSIDE PROFESSIONAL ACTIVITIES AND CONFLICTS	20
CHAPTER XIII	21
ENROLLMENT FOR GCCCD CLASSES	21
CHAPTER XIV	22
RETENTION INCENTIVE	22
CHAPTER XV	23
CONFIDENTIAL AND PROPRIETARY INFORMATION	23
ACKNOWLEDGEMENT OF RECEIPT	24

# **CHAPTER I**

# Employee Status

All Confidential Administrators shall be covered by the provisions of this handbook and other policies of the Governing Board, as applicable.

The Governing Board has designated the following Confidential Administrator positions as members of the Confidential Extended Cabinet:

- Director of Human Resources
- Vice President
- Associate Vice Chancellor

The Governing Board has designated the following Confidential Administrator positions as members of the Chancellor's Cabinet:

- President
- Vice Chancellor

New employees to the District are considered probationary employees until they have satisfactorily completed one calendar year of service, twelve months from the date of initial employment.

With the exception of the position of Director of Human Resources, all Confidential Administrator will be employed by contract. Contracts for positions in the Confidential Extended Cabinet may be for a maximum term of up to three years. Contracts for positions in the Chancellor's Cabinet may be for a maximum term of up to four years.

# **CHAPTER II**

# **Employee Rights**

#### **Reassignment**

The District, in its sole discretion, may reassign Confidential Administrators to another position, assign different or additional responsibilities, or transfer the Confidential Administrators to another District location.

Confidential Educational Administrators whose administrative assignment expires or is terminated may have retreat rights to a faculty position pursuant to Education Code Section 87458.

# **CHAPTER III**

# <u>Hiring</u>

The Chancellor, or the Chancellor's designee, shall be responsible for the recruitment, selection, and recommendation to the Governing Board of candidates for vacant Confidential Administrator positions covered by this handbook.

Consistent with the principles of equal employment opportunity, the District shall seek quality leadership, provide career opportunities for its current Confidential Administrators, and continue to recruit from the best available resources.

# **CHAPTER IV**

# Hours of Work

Confidential Administrators shall be required to render twelve (12) months of full and regular service to the District during each academic year during the term of their employment. Confidential Administrators are full-time employees and do not have regular, standard work hours. The expectation is that a work week will be more than forty hours per week. The work week will often include responsibilities in the evenings and weekends.

#### Summer work schedule

When adopted by the Governing Board, the summer work week shall consist of four consecutive days in which the Colleges and the District offices will be open.

### **Overtime**

All Confidential Administrators are exempt employees and are not eligible for overtime and pay differentials.

# CHAPTER V

# Salary and Allowances

Confidential Administrators are paid in accordance with the Board approved and publicly available Confidential Administrators Salary Schedule Salary (located at <u>https://www.gcccd.edu/human-resources/salary-schedules.html</u>).

The District reserves the right to increase the salaries of those employees covered by this Salary Schedule during the current year or any subsequent year in which the Salary Schedule may be in effect. This Confidential Administrators Salary Schedule will remain in effect until amended or repealed by the Governing Board.

The District and the Confidential Administrators have found that Resource Allocation Formula (RAF) has made progress toward meeting the interests of both parties. If a RAF is agreed upon by both parties, the provisions and details of the agreement will be followed.

### Anniversary Date

July 1 shall be the anniversary date for all Confidential Administrators. Confidential Administrators who spend at least 60% of a year within one step will be eligible for advancement to the next step the following year.

Current full-time Confidential Administrators who complete a normal work year in a position or combination of positions within the District will receive the scheduled step increase in the position currently held on July 1.

# Mobile Communications & Local Mileage

Confidential Administrators shall be paid a monthly allowance for mobile communication (i.e. cell phone service, internet service, etc.) and local mileage. Confidential Extended Cabinet Members shall receive a monthly allowance of \$300 and Chancellor's Cabinet Members shall receive a monthly allowance of \$800.

#### **Longevity Increments**

Beginning the 6th year of contract service, Confidential Administrators will receive a longevity increment of \$1,442. Every year thereafter, this longevity increment will be increased by \$323 per year.

# **Doctoral Stipend**

A Confidential Administrator who has earned a Doctorate or equivalent from an accredited collegiate institution will receive an additional Doctoral stipend of \$2,000 annually.

# **Discretionary Expense Fund and Professional Enhancement Fund**

Confidential Administrators shall be reimbursed for discretionary expenses incurred during their performance of District duties. Such reimbursable discretionary expenditures shall be activities deemed by the Chancellor to be in the best interests of the District. Expenses must be approved by the immediate manager and must be within the budget.

Confidential Administrators are eligible to be reimbursed for professional enhancement expenses. If applicable, regular purchasing procedures apply including providing required receipts, obtaining preapproval from the immediate manager and Human Resources, and being within the budget.

# **Relocation Expenses**

Confidential Extended Cabinet Member shall receive reimbursement up to \$5,000 and Chancellor's Cabinet Member shall receive reimbursement up to \$10,000 for reasonable expenses incurred as a result of relocation. All expenditures must be made and submitted for reimbursement with receipts within twelve (12) months of the Confidential Administrator's hire date. All reasonable expenses need to be preapproved by the Vice Chancellor of Human Resources.

# Initial Placement on the Salary Schedule

# From Within the District

An employee continuing from the preceding year who is promoted from another GCCCD salary schedule to the Confidential Administrators Salary Schedule shall first have salary placement determined on the appropriate salary range of the former salary schedule for the next year in accordance with the existing regulations, and then be allocated to the lowest step within the designated base salary range which provides no less than a five (5) percent increase.

Step placement is based on full-time years of relevant experience in a comparable position in addition to the minimum required qualifications and experience.

• Step A (0 – 2 years), Step B (2 - 4 years), Step C (4+ years)

In extraordinary cases, the Chancellor may authorize a higher step place when it is considered to be in the best interest of the District.

# New to the District

Confidential Administrators new to the District shall be placed on the step of the appropriate salary range based upon an evaluation of the type and level of previous experience. Step placement is based on full-time years of relevant experience in a comparable position in addition to the minimum required qualifications and experience.

• Step A (0 - 2 years), Step B (2 - 4 years), Step C (4+ years)

In extraordinary cases, the Chancellor may authorize a higher step placement when it is considered to be in the best interest of the District.

# Special Compensation for Extraordinary Efforts

Confidential Administrators may receive special one-time compensation for extraordinary efforts. Nominations for this special compensation shall be made to or by the Chancellor. Upon endorsement by the Chancellor, the nomination and special compensation recommendation will be forwarded to the Board of Trustees for approval.

# **CHAPTER VI**

# Leaves of Absence

### Sick Leave

Confidential Administrators with a full-time assignment shall be eligible for sick leave at the rate of eight hours per month of service, beginning with the first month in which fifteen calendar days were served in the employment of the District. Part-time Confidential Administrators shall accrue sick leave on a prorated basis. Unused, full-salary sick leave shall accrue without limitation.

### Half-Salary Sick Leave

Full-time Confidential Administrators shall have a potential of 100 workdays of sick leave at half- salary. The actual half-salary days awarded each year shall depend upon the number of full-salary sick leave days accrued. Half-salary days shall be awarded if the total of full-salary days does not exceed 100 workdays, plus the current year's entitlement. Confidential Administrators may continue on half-salary sick leave from one fiscal year to the next, but shall be eligible for a new entitlement of half-salary sick leave only when medically cleared and returned to the regular duty assignment for a minimum of one day.

### **Donation of Sick Leave**

A Confidential Administrator may request donated sick leave once their full-paid sick leave is exhausted.

The offer to donate sick leave shall be made on a pledge form. Solicitation of donations may be made by the individual requesting donations to the Director of Human Resources. Once the donated sick leave is actually credited, the transfer of leave is irrevocable. No employee may donate less than eight hours or more than forty hours of sick leave per fiscal year. The offer to donate sick leave shall remain valid for one year from the date of signature on the pledge form.

# Verification of Illness

Verification of illness may be required by the District either in the form of a licensed physician's written statement or a statement by the employee describing the nature of the illness on a form acceptable to the District. Normally a physician's statement will not be required for a short-term illness of five days or less unless the District has valid grounds for requesting such a statement. A request for verification of illness shall only be issued by the Human Resources department.

# Authorized Uses

Absence from duty because of illness, injury, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated sick leave may also be used for personal necessity, herein defined, and in connection with leaves arising

from industrial accident and illness.

#### Transfer of Accumulated, Full-Salary Sick Leave

Confidential Administrators who have previously worked for another California school district may have their previous sick leave transferred to the Grossmont-Cuyamaca Community College District pursuant to Education Code Section 88202. Employee must inform the District of their accumulated sick leave balance upon hire.

#### Extenuating Circumstances and Special Conditions

Confidential Administrators who are unable to perform their duties because of legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.

#### Personal Necessity Leave

A maximum of ten (10) days of accumulated, full-salary sick leave may be used by the Confidential Administrator per fiscal year for Personal Necessity Leave. Requests for Personal Necessity Leave must be submitted in writing to the immediate manager for prior approval. In an emergency, requests for Personal Necessity Leave may be made orally to the immediate manager. Upon return to duty, appropriate paperwork must be submitted.

#### Pregnancy, Child Care, and Paternity/Adoption Leave

Pregnancy, Child Care, and Paternity/Adoption Leave shall be granted by the District in accordance with the provisions of the California Education Code and applicable laws.

#### Bereavement Leave

Absence without loss of salary for a period not to exceed three days (five days if minimum travel of 400 miles one-way is required) may be granted to a Confidential Administrator upon the death of a member of his/her immediate family; or of any relative living in the immediate household of the employee; or of an individual with whom the employee had a spouse-like relationship.

Immediate family includes: spouse, domestic partner, children, grandchildren, siblings, parents, and grandparents of the employee or spouse of the employee, siblings of parents or grandparents of the employee or the spouse of the employee, and spouses and children of said siblings; the aforesaid relationship may be either natural, adoptive or established by marriage.

#### Military Leave

Military leave shall be granted in accordance with the law.

#### Judicial Leave

Confidential Administrators will be provided leave for regularly called jury duty or to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the Confidential Administrator. Whenever feasible, the Confidential Administrator shall submit a written request for an approved absence no less than ten days prior to the beginning date of the leave.

#### Leave for Court Appearance

When a Confidential Administrator is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the Confidential Administrator, a leave without loss of salary may be granted. The Leave Request Form shall be submitted with a copy of the subpoena attached. Witness fees received by any employee shall be remitted to the Office of Vice Chancellor-Business within ten days of receipt of such fees.

#### **Religious Leave**

Confidential Administrators may be granted personal leave without pay for the purpose of observing religious holidays if no personal necessity leave is available.

#### Other Leaves

Long-term leaves of absence may be granted for periods up to a year, and may be extended on a year-to-year basis upon recommendation of the Chancellor and approval of the Governing Board. The total period of leave may not exceed three full years in addition to any remaining portion of the year in which the leave began.

#### Retention of Earned Sick Leave

Confidential Administrators who are granted long-term leaves of absence shall retain any sick leave which they may have accumulated at the time of the leave, but shall not accumulate any additional sick leave rights during the leave period.

#### Return from Long-Term Leave

At the expiration of a leave of absence, the Confidential Administrator shall be returned to the position formerly held, or to a position of equal classification level and of similar requirements of ability and skill or the employee may request a position in a lower grade. If approved at the lower grade, the corresponding compensation will be at the lower grade.

All leaves addressed in this Chapter shall be granted in accordance with current state and Federal law.

Confidential Administrators with insufficient leave or accrued employment time to qualify for sick leave, or who desires not to utilize accrued sick leave, may apply for health leave without pay.

# **CHAPTER VII**

# VACATION

### **Eligibility**

Vacation days shall be granted to all Confidential Administrators covered by this handbook, and in accordance with the provisions contained herein.

#### Vacation Requests

All requests for vacation shall be in writing, and shall be submitted to the immediate manager in advance. Confidential Administrators shall schedule their vacations with the prior approval of the immediate manager.

#### **Regulations/Definitions**

#### Assignment Years/Entitlement

Confidential Administrators accrue vacation at the rate of sixteen hours per month. Earned vacation time shall be vested at the end of the sixth month of continuous service. In order to accrue vacation in any month, Confidential Administrators must work fifteen calendar days within the month.

#### Break in Service

- Military Leaves are credited as service for vacation eligibility purposes, but vacation days are not accrued during such leaves.
- Confidential Administrators who have a break in service will be given credit only for the total months of service with the District, except that service broken for periods of less than ninety calendar days shall be disregarded when computing the number of full months completed.
- Unpaid leaves in excess of ninety calendar days shall be considered a break in service and will not be credited for vacation eligibility purposes.

#### Use of Vacation Days in Advance of Accrual

The Chancellor or the Chancellor's designee may permit Confidential Administrators to use their vacation entitlement in advance of accrual for specific purposes approved on a case-by-case basis. Should the employee resign, retire, or be reassigned to a position not eligible for vacation prior to fully earning and accruing vacation already taken, such excess days will be deducted from the Confidential Administrator's final pay warrant in the twelve-month assignment.

### Vacation Scheduling

Must be at the convenience of the District and approved by the immediate manager.

Generally, vacations should not be taken prior to the Confidential Administrator completing six months of employment.

Generally, no Confidential Administrator other than a terminating employee, shall be permitted to take more than twenty days at a time.

In the event that a Confidential Administrator's vacation is interrupted by illness which is covered by the sick leave provisions herein, sick leave may be substituted for vacation days.

#### **Exceptions**

The Chancellor or designee may authorize an exception to the provision in this Chapter if such exception will not seriously affect the operations of the District.

# **CHAPTER VIII**

# **HOLIDAYS**

Confidential Administrators covered by this handbook shall be entitled to all holidays designated by the Governing Board by adoption of the District's Academic Calendar.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	February 12 or a day agreed to by District.
Washington's Birthday	Third Monday in February
Spring Vacation Day	Friday of Spring Recess
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	To be observed on a day agreed to by the District and in consultation with the Academic Calendar Committee.
Veteran's Day	November 11, or a Friday or Monday agreed to by the District and consultation with the Academic Calendar Committee.
Thanksgiving Break	Thursday usually during the 4 <sup>th</sup> week in November and the Friday following the Thanksgiving holiday
Winter Break	Two days to be scheduled during winter break as agreed by the District and consultation with the Academic Calendar Committee.
Christmas Eve	December 24
Christmas Day December 25	December 25
New Year's Eve	December 31
Professional Development Day	One (1) day per year that must be used prior to the end of the fiscal year

# **CHAPTER IX**

# **Benefits**

The District provides health care benefits for Confidential Administrators and their eligible dependents that include medical, dental, vision, and voluntary benefits. Confidential Administrators must have a 50% or more regular employment contract to be eligible for these benefits. A more comprehensive explanation of benefits offered by the District can be found on our website at: <u>Benefits Department</u>.

The District will pay the medical and dental premiums currently in effect for eligible retired Confidential Administrators who have completed ten or more years of contract service in the District and are at the age of retirement in their retirement system (STRS/PERS). Retiring medical coverage is in place until the individual is eligible for Medicare.

### **Retirement**

Confidential Administrators are eligible to participate in the CalSTRS or CalPERS program based on current enrollment and position classification. Employee contribution is paid by the administrators and the employer contribution is paid by the District. Vesting is complete after five (5) years of service. Employees who have completed ten (10) or more years of service in with the District and eligible to retire in their retirement system (STRS/PERS) will receive medical and dental insurance from age of retirement until eligible for Medicare.

# CHAPTER X

# **Business Expenses**

It shall be the policy of the Board to provide for the payment of the actual and necessary expenses, including traveling expenses, of employees of the District incurred in the course of performing services for the District, whether within or outside the District, under the direction of the Board.

Use of a personal vehicle for non-local travel for approved school purposes shall be reimbursable to the employee at the rate set annually by the Board.

Whenever the vehicle of an employee traveling on approved District business is damaged as a result of a collision or accident, the District shall pay the costs of repairing the damage, up to the District maximum. In the event the employee is covered under collision insurance, the District shall pay only those costs not reimbursed by the insurance carrier, not to exceed the District maximum.

# **CHAPTER XI**

# **Employee Evaluation**

Confidential Administrators plan, organize, and direct college and District programs in support of the District's strategic goals and objectives. Evaluations serve as a critical feedback tool for administrators on how they are performing against these goals and objectives. Evaluations will include accomplishments, strengths, growth opportunities, and professional development needs. The evaluation process and criteria will have elements based on Board policies, the position description, and performance goals and objectives. All of these factors should be discussed jointly by the Confidential Administrator and the supervisor.

The evaluation process shall include a self-assessment that addresses job performance, including a review of progress in achieving prior goals, and a peer feedback component.

A comprehensive evaluation will be conducted prior to the end of the first year of employment. Confidential Administrator evaluations shall be conducted at least annually, and will comply with any requirements set forth in the District's rules, policies, regulations, and procedures. An interim evaluation may be initiated at any time. Failure to evaluate a Confidential Administrator shall not constitute a violation of these evaluation procedures, and shall not constitute a breach of the Confidential Administrator's employment agreement nor preclude termination of the Confidential Administrator's employment agreement consistent with its terms.

The evaluation, including performance goals and objectives, shall be kept confidential, shall not be a public record, and shall be placed in the Administrator's official personnel file. A copy of the written evaluation shall be delivered to Administrator and he/she shall have ten (10) days to make a written or oral response to the evaluation.

The Board and/or its designee, within their sole discretion, reserves the right to assign, reassign and/or prioritize the responsibilities of the Administrator to meet the needs of the District.

# CHAPTER XII

# **Outside Professional Activities and Conflicts**

Confidential Administrators are expected to devote their full time and energy to their employment with the District. Confidential Administrators may not engage in any outside employment that may interfere with the administrator's assigned responsibilities, jeopardize the District or its assets, or require personal attention or work that may alter the administrator's physical or mental effectiveness.

Confidential Administrators shall serve as full-time, twelve-month, administrators who agree to devote their full-time and efforts to their positions with the District. Administrators may serve on corporate, civic, or charitable boards or committees that are not in competition with the District.

Confidential Administrators may undertake outside professional activities for remuneration, including consulting, speaking, teaching and writing provided that all such outside professional activities do not interfere with the administrator's ability to perform his/her duties as an administrator and do not result in a conflict of interest under statutory or common law or create the appearance of impropriety. An administrator shall undertake outside professional activities only on non-work days such as vacation days, holidays or weekends.

Confidential Administrators shall not render any services or engage in any activities that materially interfere with administrator's responsibilities to District and must obtain the Chancellor's prior approval for any activity that could reasonably be considered to interfere with the administrator's responsibilities to District.

#### CHAPTER XIII

### **Enrollment for GCCCD Classes**

Confidential Administrators will be permitted to take classes at any of the District's colleges with enrollment fees paid by the District. Registration will be based on normal District procedures. The administrator is responsible for any other fees and cost.

### **CHAPTER XIV**

#### **Retention Incentive**

Confidential Administrators who have served a minimum of ten consecutive years of contract service with the District and are at the age to retire within their current retirement system (STRS/PERS), may elect a retention incentive.

The retention incentive is a three-month transitional period prior to the Confidential Administrator's retirement date. The expectation is that the Confidential Administrator will provide transitional support to the District and/or work on special projects. Once a retirement date has been declared, the Confidential Administrator cannot change the date.

The Confidential Administrator shall be paid their current salary with full benefits and continue receiving STRS/PERS Service Credit during the transitional three-month period.

The Confidential Administrator must notify the District in writing of their intention to exercise this option twelve months prior to their actual date of retirement.

# **CHAPTER XV**

# **Confidential and Proprietary Information**

Confidential Administrators will have access to confidential and proprietary information including personnel files, computer records, financial and marketing data, trade information, trade secrets, and other information pertaining to District's activities, operation and future plans. Confidential Administrators shall not use or disclose, directly or indirectly, confidential or proprietary information except as required by their job responsibilities or unless required to do so by a subpoena or court order.

Upon conclusion of employment, Confidential Administrators shall immediately return to the District all confidential or proprietary information and not take, retain, or copy any confidential or proprietary information.

#### Ownership of Intangibles

All inventions, patents, copyrights, trademarks, and other intangible rights that Confidential Administrators conceive of, or develop, either alone or with others, during the working hours of their employment or with the use of District's equipment, supplies, and facilities, and that relate in any way to District's existing or anticipated business, activities, development, or other activities will be the sole property of District.

Confidential Administrators must disclose to District in confidence all inventions conceived during their employment. Confidential Administrators must also sign all documents, including, without limitation, patent applications and any assignments reasonably required by District to establish District's rights.

# **ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge that I have received a copy of the Confidential Administrators Employee handbook and understand that it contains information on general personnel policies of the Grossmont-Cuyamaca Community College District.

I will familiarize myself with the information contained in the handbook and understand that I am governed by its contents.

This handbook is published by the Human Resources Department for the general guidance of all employees in matters related to district personnel practices.

Specific questions or concerns regarding any of the information contained herein should be referred to Human Resources for clarification or additional information.

This handbook is not intended to modify or supersede any Governing Board or District policy or procedure or any provision of law.

Name (please print)

Signature \_\_\_\_\_

Date \_\_\_\_\_