

MANAGEMENT GUIDELINES AND PROCEDURES

REVIEWED: JULY 10, 1989

REVIEWED: JULY 14, 1992

REVISED: NOVEMBER 10, 1992

REVISED: JANUARY 9, 1996

REVISED: JANUARY 11, 2000

REVISED: MARCH 13, 2001

REVISED: NOVEMBER 13, 2001

REVISED: JUNE 11, 2002

REVISED: JULY 8, 2003

REVISED: DECEMBER 9, 2008

ED CODE SECTION: 72400 et al

PREFACE

PURPOSE — The Board of Trustees of the Sonoma County Junior College District recognizes the importance of establishing a Management Team for the purposes of fulfilling its legal responsibility for the management of the District. The purpose of the Management Team is to manage the District under the direction of the Superintendent/President and in accordance with the policies and procedures of the Board of Trustees.

Management and supervisory employees have significant responsibilities for promoting educational leadership, formulating and recommending District policies, administering District programs and supervising District employees, maintaining effective communication and working relationships, decision-making, and conflict resolution.

These procedures prescribe the conditions of employment for the non-represented Management Team personnel of the Sonoma County Junior College District.

The Board of Trustees may enter into a written employment agreement not to exceed four (4) years in duration with an “educational administrator and other administrators pursuant to the provisions of Education Code Section 72411.5 et al.

I. COMPOSITION OF THE MANAGEMENT TEAM

The Management Team shall consist of all regular non-represented employees in an academic or classified position designated as Management, Supervisory, and Confidential employees under the provisions of the Educational Employment Relations Act [Section 3540 ©, (g) and (m), Chapter 10.7, Division 4, Title 1, of the Government Code, as amended] and also so designated by the Board of Trustees. (Reference: Current Management Team Salary Schedule and/or organizational chart.)

II. MANAGEMENT TEAM LIAISON GROUP**A. MISSION STATEMENT**

The mission of the Management Team Liaison Group is to provide a mechanism by which the various classifications of the Management Team can discuss, research, develop and reach consensus on issues of mutual interest to the Management Team members and the District.

B. ORGANIZATION

Members of the Management Team Liaison Group shall be elected for a two-year term.

One member shall be elected by each of the following classification pay ranges on the Management Team Salary Schedule (Schedule "A"):

1. Range 14.5 and above
2. Range 13.0 through 14.0
3. Range 12.0 through 12.5
4. Range 10.0 through 11.5
5. Range 8.0 through 9.0 (non-confidentials)
6. All Confidential employees.

The election of the Liaison Group members shall occur by June of each year. To ensure a consistency of organization within the Liaison Group, the representatives from groups 1, 3, and 5 shall be elected in odd years, the representatives from groups 2, 4 and 6 shall be elected in even years.

The Liaison Group will self-select a chairperson annually.

C. FUNCTIONS

The functions of the Liaison Group include, but are not limited to, the following:

1. Coordinating the activities and content of Management Team meetings with the Superintendent/President or designee;
2. Presenting and discussing the Management Team members' salaries, benefits and other working condition interests with the Superintendent/President and/or designee; and
3. Reviewing Board Policy/Procedures 2.2 and suggesting modifications, when deemed appropriate, to the Superintendent/President.

III. SCOPE OF RESPONSIBILITIES

Management Team members shall be specifically responsible for the effective and satisfactory performance of all the essential job functions and responsibilities prescribed in their job descriptions.

Administrative Management Team members shall be assigned duties commensurate with Government Code Section 3540.1 (g) and (m) including but not limited to being accountable for promoting educational leadership, formulating and recommending District policies, administering District programs, supervising and evaluating District employees, adjudicating grievances, and monitoring area budgets. More specifically, team members, shall: (Items marked with an asterisk "*" are also applicable for Classified Confidential Employees).

- A. Provide input to proposed policies which affect the management and operation of the District.
- B. *Provide open and frequent communications among the staff.
- C. Apply available knowledge and information to the improvement of District services
- D. Evaluate proposals made by other employees and make recommendations on the District's response.

- E. Encourage and provide leadership necessary to achieve the educational goals and objectives of the District in meeting the needs of the students.
- F. *Provide a means for addressing economic and welfare concerns of the Management Team, including position descriptions, classification, evaluation, salaries, fringe benefits, promotion, assignment, transfer, et al.
- G. Stay informed on developments relative to their area of responsibility and maintain a creative and experimental attitude toward change.
- H. Make recommendations regarding the organizational structure and personnel needs of their area of responsibility.
- I. Participate in the selection of personnel and make recommendations regarding personnel within their area.
- J. *Establish and maintain, within their area of responsibility, a climate which encourages the selection, development, and retention of competent personnel.
- K. *Establish cooperative professional relationships with staff, students, community, and other educational institutions.
- L. *Serve on committees and councils, as assigned.
- M. Attend professional meetings.
- N. *Participate in Management Team activities.

IV. CODE OF ETHICS

PREAMBLE

The members of the Management Team of the Sonoma County Junior College District shall adhere to the highest ethical standards. They shall exercise judgments, which are fair, consistent and equitable. They shall do everything they can to strive for excellence in education and to achieve the stated Mission of the College.

While no Code of Ethics alone can guarantee ethical behavior, the values set forth in this Code are intended to guide the SRJC Management Team members in carrying out their duties and responsibilities.

As a member of the Management Team of the Sonoma County Junior College District, each person has the following responsibility and commitment:

- A. To be honest and accountable in all actions and statements.
- B. To demonstrate personal and professional integrity in all matters.
- C. To be fair and just in treatment of all.
- D. To honor agreement and to preserve confidentiality.
- E. To address issues and people without prejudice.
- F. To avoid conflict of interest, or the appearance of it.
- G. To protect District resources from misappropriation.
- H. To demonstrate loyalty to the District's mission and goals.

- I. To maintain a working and learning environment free from harassment of any kind, including sexual harassment.
- J. To act within applicable laws, codes, regulations, and District policies and procedures
- K. To maintain currency and competence through professional development.
- L. To ensure equal access to educational opportunities for all students.
- M. To respect both the personal integrity and professionalism of administrators, faculty, staff and students.
- N. To provide leadership in assigned duties.

V. ANNUAL DAYS OF SERVICE (July 1 through the following June 30)

The "Annual Days of Service" for a 12-month Management Team member (and pro-rated for an assignment of less than 12-months per year) shall be approximately 260 service days. "Service Days" are defined as those days when a Management Team member is required to work, (i.e., Monday through Friday, excluding applicable State/Federal holidays and other Board of Trustees granted days off of work).

A Management Team member is expected to be at work on all "Service Days" unless he/she has been granted an authorized temporary leave of absence, paid and/or non-paid status, such as the use of earned and/or accumulated vacation or sick leave.

Participation in the annual graduation ceremony usually held on the last Saturday in May is required of all "educational" administrators. Classified administrators are encouraged to participate.

VI. COMPENSATION

A. PHILOSOPHY

It is a goal of the Board of Trustees to have a Management Team that is creative, productive, and effective. To achieve this, the District is committed to fair and competitive compensation for the members of the Management Team.

B. SALARY

There will be a Management Team Salary Schedule structure containing the pay level designation (Range) for each administrative (up to and including the Dean level), supervisory and confidential position. The Superintendent/President and Vice Presidents shall have their salaries set and adjusted independently of the Management Schedule by the Board of Trustees.

The Superintendent/President and/or designee will meet each year with the Management Team Liaison Group to discuss salaries and fringe benefit matters. These discussions will take into consideration local conditions, such as salary increases for other chosen groups, including but not limited to, District employee groups, the District's financial condition and changes taking place in comparable districts.

1. SALARY PAYMENTS

All regular Management Team members shall receive compensation by the last working day of the month.

2. SALARY SCHEDULE PLACEMENT AND PROCEDURES

- a. Initial placement of Management Team members on the salary schedule

will be from Step A to Step C of the appropriate range, consistent with the recommendation of the Superintendent/President and approval of the Board of Trustees. Higher placement may occur with Superintendent/President and Board approval.

b. Exceptions

1. Management Team members receiving a promotion shall be moved to the appropriate range and step of the new class to insure not less than a five percent (5%) salary increase as a result of that promotion, except that the member may be placed on the last step of the appropriate range if that is the maximum allowable for that class.
2. When the Management Team member is moving from a higher range to a lower range on the schedule, placement will be on the same or similar salary step on the lower range.
3. Employment on the Management Team with Sonoma County Junior College District may, at Board discretion, be counted year for year toward placement on the Faculty Salary Schedule for those administrators reassigned or exercising eligible faculty retreat rights.
4. Confidential employee salary placements should be a minimum of a five per cent (5%) increase over comparable classified bargaining unit employees.
5. A Confidential Classified Employee who returns to a position in a classification in the classified employees bargaining unit that he/she previously provided District regular service in, may, upon the mutual agreement between the bargaining unit's exclusive bargaining agent and District, be "Y-rated", for salary purposes only, at his/her confidential monthly rate of pay until such time as this pay rate is "equal to" or "higher than" the unit position's appropriate range and step on the Classified Salary Schedule. Time spent as a Confidential Classified Employee shall count towards all eligible step placement, movement and/or longevity salary increments on the Classified Employees' Salary Schedule.

3. DOCTORAL DEGREE (Stipend)

Management Team members designated as "educational administrators", who possess an earned Ph.D. and/or Ed.D. from an institution of higher education that is accredited by one of the six (6) regional accrediting associations or J.D. (Accredited by the California Bar), shall receive a doctoral stipend in the same manner as other District regular faculty and "academic employees". [Reference: Current All Faculty Association collective bargaining agreement.]

4. SALARY SCHEDULE PLACEMENT CREDIT FOR ACTING/INTERIM MANAGEMENT TEAM POSITIONS

An individual who has been appointed by the Board to an "Acting" or "Interim" Management Team position shall, if subsequently selected for the same Management Team position when it becomes an open position, be placed on the Management Salary Schedule within the classification and credited for one year for such service, provided such temporary service was in paid status for at least 75% of the days of a normal work year.

5. ANNIVERSARY DATE TO INCREMENT (STEP) MOVEMENT

All Management Team members shall have July 1 of each fiscal year as their

anniversary date and shall receive an annual salary increment (step), if eligible, on that date until they have reached the top step of the Management Salary Schedule in their range (Step E). Management Team members who are employed and render paid service prior to April 1 shall receive their first annual increment on the following July 1, unless otherwise approved by the Board of Trustees.

C. MILEAGE/TRAVEL

Management Team members who are not otherwise compensated for use of their personal vehicles in the course of conducting their official District business within the District, shall be reimbursed at the current established District mileage rate, and all Management Team members shall be reimbursed in the same manner for approved out-of-District use of personal vehicles. (See Policy 5.8.4)

D. EXTRA DISTRICT SERVICES ON AN OVERLOAD BASIS

No Management Team member may receive extra compensation from the District for an overload assignment as an instructional or allied faculty member without the prior written approval of his/her supervisor and the Superintendent/President or his/her designee. This approval must be received each semester, for which the Management Team member requests to teach.

An approved overload assignment will usually occur after the member's normal work hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., for most members). With the prior approval of the appropriate component administrator, if such assignment falls within member's normal working hours the member will adjust his/her normal work hours accordingly for the duration of the extra work load assignment. The member will be expected and accountable to fulfill all of his/her regular job duties and responsibilities. The overload pay shall be in accordance with the appropriate Faculty Salary Schedule.

Confidential employees, who have been approved to teach, must reduce their hours by submitting a request for an unpaid leave via a Notice of Absence Form. The total number of hours for his/her regular job plus the extra work load assignment may not exceed 40 hours per week.

E. MAINTENANCE AND ESTABLISHING NEW FACULTY SERVICE AREAS (FSA's)

To provide an opportunity for all educational administrators to remain current and/or to establish an additional Faculty Service Area (FSA), each administrator shall be encouraged to work with appropriate departments in order to be afforded the opportunity, once every three (3) years or more often, if called for in the rules governing establishing and maintaining a FSA, to teach or provide other academic service in a discipline where he/she meets the minimum qualification standards. Such service will usually be outside of the normal working hours and will be paid at the applicable regular faculty hourly overload rate. If the assignment occurs during normal working hours and with the approval of his/her component administrator, the administrator will adjust his/her normal work hours accordingly for the duration of the extra assignment.

A timely written request from the administrator shall be received by the appropriate Vice President and Department Chair(s) at least one semester prior to the semester the administrator is requesting an assignment. In consultation with the administrator, the appropriate Vice President will make the final assignment determination, (i.e., class to be taught or service to be provided such as counseling, location, time, place, etc).

F. COMPENSATORY TIME

Management Team members designated as "Confidential Classified Employees" are non-exempt employees for the purposes of eligibility for overtime compensation. [References: Education Code, Section 88027-88030 and the Federal Fair Labor

Standards Act.] Work assigned to and performed by Confidential Classified Employees in excess of eight (8) hours per day or over 40 hours per week or any work performed on a sixth and/or seventh consecutive day, i.e., regardless of the total hours worked on the previous five (5) consecutive days, shall be granted one and one-half (1 ½) hours of compensatory time for every hour worked in excess of the above daily or weekly hours limitation. Approval must be obtained from the appropriate supervisor for all compensatory time arrangements prior to the performance of overtime duties. Paid compensation may be provided if there is prior written approval by the immediate supervisor and the Superintendent/President or designee. Notwithstanding this provision, the employee's normal work schedule may be changed to more than eight (8) hours per day, but no more than 40 hours in a week period, such as in the 4/10 Plan during the summer months, and overtime will not be applicable unless he/she works in excess of 40 hours in a week period. [References: Education Code, Section 88040 and the Federal Fair Labor Standards Act.]

G. FRINGE BENEFITS

Fringe benefits shall be provided for all Management Team members at a level that is comparable with a fringe benefits package provided to the regular full-time faculty members. Fringe benefits will be set annually by the Board of Trustees.

H. RETIREMENT MEDICAL AND DENTAL BENEFITS

A member of the Management Team who retires may remain in the District's medical and dental insurance plans by paying all the premium costs.

All Management Team members will be eligible for the "Retiree Supplemental Medical Benefits" stipend if they retire at, or beyond, age 65. Retiree's supplemental medical and dental benefits shall be the same as for regular faculty, including the optional stipend for spouse or dependents.

For all Management Team members: Any "Early Retirement Option", offered to regular faculty members shall be applicable to eligible Management Team members. For purposes of interpreting this provision a Management Team member must be at least age 55 and have "a minimum of 15 years of full-time employment with the Sonoma County Junior College District. A Management Team member granted the "Early Retirement Option" will also be eligible for the retiree health benefit stipend upon reaching the age of 65. (See Policy 4.18)

I. LONGEVITY SALARY INCREMENTS

Management Team members will receive a 5% longevity salary increment at the completion of ten years of continuous, full-time service with the District.

Management Team members who are Confidential Classified Employees shall be entitled, when eligible, to longevity salary increments in the same manner as those classified employees in the collective bargaining unit. (Reference: current collective bargaining agreement with the classified employees' exclusive bargaining agent.)

VII. EVALUATION

A. MANAGEMENT TEAM MEMBERS APPOINTED TO ADMINISTRATIVE AND/OR SUPERVISORIAL POSITIONS/EVALUATION PROCEDURE

1. In consultation with the Management Team members who are educational administrators, classified administrators and supervisors, and confidential classified employees, the Superintendent/President shall adopt annual evaluation procedures for these employees of the District. The procedures shall include

reasonable, but specific guidelines, and include the standards which are expected to be met in the performance of their duties in carrying out their responsibilities.

2. Classified administrators and supervisors shall also satisfactorily serve a one year probationary period prior to being granted permanent classified service status. Probationary employees shall be subject to dismissal without cause, upon the recommendation of the immediate supervisor, appropriate component administrator, and approval of the Superintendent/President, providing that the employee shall be entitled, at the employee's request, to a conference with the Director of Human Resources or designee.
3. Confidential Classified Employees shall satisfactorily serve a six month probationary period prior to being granted permanent classified status. Probationary employees shall be subject to dismissal without cause, upon recommendation of the immediate supervisor, providing that the employee shall be entitled, at the employee's request, to a conference with the Director of Human Resources or designee.

VIII. STAFF DEVELOPMENT

The Board of Trustees recognizes that the annual Management Team's Staff Development Plan is a continuous, systematic effort to improve management of the District through staff involvement in activities, which upgrade the knowledge and ability of the Management Team members.

The Board of Trustees of the Sonoma County Junior College District further encourages Management Team members to improve their skills, knowledge, and abilities through a variety of internal and external education and training programs.

IX. LEAVES OF ABSENCE

A. NOTICE OF ABSENCE

All Management Team members shall complete a Notice of Absence form for any type of temporary leave such as vacation, illness, bereavement, etc., or absence from duty on the first day of return to work. "Exempt" employees from overtime pay consideration under State and Federal law, (i.e., administrators and supervisors), who are absent for less than a day period, shall report such absences, but shall not have absences of less than a day deducted from their pay and/or applicable earned leave account(s) such as illness or vacation. Such limited duration temporary absence requires the prior approval of the immediate supervisor and component administrator, unless it was unpredictable.

B. LEAVES OF ABSENCE — ADMINISTRATORS AND SUPERVISORS

Management Team members who are educational administrators, classified administrators or supervisors shall be granted, when eligible, by the Board of Trustees the following leaves of absence as provided for in the appropriately related collective bargaining agreements (i.e. educational administrators shall follow the leave provisions in the AFA agreement and classified administrators shall follow the leave provisions in the SEIU agreement):

1. Sick Leave
2. Supplemental Sick Leave
3. Long Term Disability Leave
4. Maternity Leave

5. Personal Necessity Leave
6. Industrial Accident or Illness Leave
7. Bereavement Leave
8. Jury Duty Leave
9. Military Leave
10. Child-Rearing Leave
11. Adoption Leave
12. Education Leave
13. Family Medical Leave
14. Other Mandatory State and/or Federal Leaves
15. Unpaid Leave

A Management Team member may, at the sole discretion of the District, be granted a leave of absence for purposes satisfactory to the District. If granted, the leave will be without compensation and will generally be for a period not to exceed one academic year. The employee will have the option of continuing any or all eligible District granted insurance plans, subject to the prior approval of the carrier, at his/her sole expense.

16. Professional Growth and Development Leave

Management Team members who are educational and classified administrators may apply to the Board of Trustees for a leave which will not exceed two (2) months, at no loss of pay (including health and welfare benefits). The activities to be undertaken must be related to the professional growth and development of the administrator and should enhance the individual's service to the District.

Administrators granted such leave shall agree to return to the District for twice the time of the duration of the leave. If an administrator does not return after the leave, the District must be repaid all District funds received during the leave.

The District may provide coverage during such leave through temporary reassignments of other administrators or temporary limited term appointments including, but not limited to, providing "internship" experiences for Management Team members from the same or lower level administrative and supervisory positions.

The exact length of the leave shall be agreed upon by the administrator and his/her immediate supervisor and component administrator and recommended by the Superintendent/President for approval to the Board of Trustees. In considering the leave request, the Superintendent/President and Board of Trustees shall take into account both the administrator's professional development needs and opportunities and the reasonable maintenance of the operational needs of the District.

No less than three (3) months, preferably at least six (6) months prior to the start of the proposed leave, the administrator shall file a letter of intent with his/her immediate supervisor. This letter shall contain a written proposal regarding the activities to be undertaken and any other relevant information and or any other information reasonably required by the Superintendent/President.

The District reserves the right to grant special leaves to administrators that respond to unusual opportunities or circumstances that may arise.

C. LEAVES OF ABSENCE - CONFIDENTIAL CLASSIFIED EMPLOYEES

Management Team members who are Confidential Classified Employees shall be granted, when eligible, by the Board of Trustees the same leaves of absences as provided for in the regular classified employees' collective bargaining agreement.

X. VACATIONS

A. NUMBER OF DAYS

Management Team members will receive annual vacation days, exclusive of legal holidays, as specified below. (Prorated for Management Team members working less than 12 months and/or eight hours per day/five days per week.)

Educational/Classified Administrators	22 days
Classified Supervisors	22 days
Confidential Employees	18 days*

*Over 10 years of service = 20 days, over 22 years of service = 21 days

It is expected that each Management Team member will take the earned vacation not later than the fiscal year following the time such vacation is earned. Vacation day accrual is limited at any time to a maximum of two years' entitlement. In the event a member accrues the maximum number of vacation days, he/she shall not earn any more vacation days until the accrued total is less than the maximum accumulation days. Records will be maintained by the Human Resources Office.

B. USE OF VACATION

Management Team members shall notify their immediate supervisor, unless otherwise provided for in an educational administrators' employment contract, of their vacation plans in advance and will take their vacations at such times as may be mutually agreeable.

Administrators and supervisors who resign, retire, or are reassigned to a faculty or classified position shall receive payment for their unused accrued vacation time up to the maximum permitted accrual days; however, no Management Team member shall receive a cash payment for more than the maximum accrual days permitted by this policy/procedure.

Confidential Classified Employees who are reassigned to a position in the classified employees' collective bargaining unit shall not receive a cash payment for unused accrued vacation days, but will have such days transfer with their new assignment.

The purpose of vacation is to serve as a period of rest and relaxation for Management Team members. When it is properly utilized, vacation serves the interest of the managers and the District. Thus, Management Team members are expected to utilize accrued vacation in a timely manner in coordination with their own needs and needs of the District. In the rare instance when it is deemed that the needs of the District overshadow those of the individual, the District's needs shall prevail. In these instances, the District reserves the right to direct all Management Team members to use accrued vacation at any time at the discretion of the District for any reason.

C. INTERRUPTION OF VACATION

Management Team members may interrupt or terminate their vacation by notifying their

immediate supervisor that the interruption or termination is necessary in order to take a bereavement, jury duty or sick leave, if hospitalization is involved, without a return to active service provided the member submits, on the day of return to work, adequate and satisfactory documentation supporting his/her actions. Such changes must have the approval of the component administrator and Superintendent/President.

XI. POSITION REVIEW AND REORGANIZATION

Requests from Management Team members for a position review and/or job description update shall be submitted, in writing, to the immediate supervisor at the time of the annual evaluation conference with the supervisor. Upon review by the immediate supervisor and the appropriate component administrator, it may be forwarded to the Superintendent/President for further consideration.

When a position becomes vacant, it will be reviewed by the immediate supervisor and the component administrator for appropriate job description revisions, if any.

Changes to a Management Team job description recommended by the immediate supervisor and the component administrator that do not change the primary purpose for the position approved by the Board of Trustees may be made subject to the approval of the Superintendent/President.

The Superintendent/President and the Board of Trustees may conduct reclassifications reviews and/or make decisions regarding the reorganization of the Management Team structure as needed.

XII. PROBLEM RESOLUTION PROCESS

Within 30 days when the member "knew of or should have known about a problem or conflict", the member shall initiate "informal" steps to problem or conflict resolution. An informal conference will be held between the member and the immediate supervisor.

If the issue remains unresolved, the discussion may continue the "informal" process at the next level of administrative supervision.

If the member is not satisfied with the results of the "informal" discussion outlined above, the member may initiate a "formal" administrative review within ten (10) calendar days after the culmination of the "Informal" discussion. A request for a formal administrative review shall be submitted in writing to the appropriate component administrator with a copy to the immediate supervisor. It should clearly detail the area(s) of concern including all "informal" meetings held to discuss and to resolve the matter. The component administrator, in a timely manner, will meet with the member and the immediate supervisor.

If the member is not satisfied with the results of the meeting with the component administrator, he/she within five (5) calendar days after the culmination of such meeting, may request a meeting with the Superintendent/President. The Superintendent/President, in a timely manner, will meet with the member and component administrator.

If the problem has not been resolved at the Superintendent/President's level, the member may file a written statement for consideration by the Board of Trustees. The statement shall be filed no later than five (5) calendar days after the results of the meeting with the Superintendent/President are made known to the member.

The Board of Trustees' consideration shall take place not more than 60 days from the submission of the written concern. The Board's consideration and action shall be final.

This problem resolution process may not be used for the purposes of appealing the findings and conclusions, (i.e., content and substance), of the immediate supervisor's annual evaluation of the member or the content and substance of any progressive disciplinary action taken by the District against the member. (See also Policy 2.7, Discrimination)

XIII. CHANGES TO GUIDELINES AND PROCEDURES

Changes to Guidelines and Procedures 2.2P may be made after the Superintendent/President agrees to changes recommended by the Management Team Liaison Group.

APPENDIX A

See the current fiscal year's Management Salary Schedule for a list of Management Team positions/salary placement designations.