

2.2P

**MANAGEMENT TEAM GUIDELINES AND PROCEDURES**

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FEDERAL FAIR LABOR STANDARDS ACT

BOARD POLICY 2.7/P

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This procedure prescribes the conditions of employment for the non-represented Management Team personnel of the Sonoma County Junior College District.

Every educational administrator shall be employed, and all other administrators may be employed, by the Board of Trustees by an appointment or contract of up to four (4) years in duration.

**I. RESPONSIBILITIES**

The following responsibilities apply to Educational Administrators, Classified Administrators and Classified Supervisors, Non-Exempt Supervisors, and Classified Confidential Employees, in addition to the effective and satisfactory performance of all the essential job functions and responsibilities prescribed in their job descriptions, members of the Management Team shall:

- A. Provide input to proposed policies which affect the management and operation of the District.
- B. Apply available knowledge and information to the improvement of District services.
- C. Evaluate proposals made by other employees and make recommendations on the District's response.
- D. Encourage and provide leadership necessary to achieve the educational goals and objectives of the District in meeting the needs of the students.
- E. Stay informed on developments relative to their area of responsibility and maintain a creative and experimental attitude toward change.
- F. Make recommendations regarding the organizational structure and personnel needs of their area of responsibility.

- G. Participate in the selection of personnel and make recommendations regarding personnel within their area.
- H. Attend professional meetings.
- I. Provide open and frequent communications among the staff.
- 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. Participate in Management Team activities.
- N. Report health and safety incidents and environmental conditions that may put the District, students and/or staff at risk to the appropriate administrator as soon as possible.

## II. ETHICAL STANDARDS

The members of the Management Team of the Sonoma County Junior College District shall adhere to the highest ethical standards.

Each member of the Management Team accepts the following responsibilities and commitments:

- 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, consistent, equitable 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 strive for excellence and uphold the Mission of the Sonoma County Junior College District.
- 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, programs and services for all students.

- M. To respect both the personal integrity and professionalism of administrators, faculty, staff and students, and to avoid making disparaging remarks about colleagues that would tend to discredit them.
- N. To provide leadership in assigned duties.

### III. ANNUAL DAYS OF SERVICE

Service Days are defined as those days when a Management Team member is required to work. The Annual Days of Service for a 12-month Management Team member is the typical number of work days (260) that occur during the District's fiscal year (July 1 through June 30) reduced by the number of District holidays. For example, 260 work days minus 14 district paid holidays equals 246 work days.

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, is sick or is on vacation.

Participation in the annual graduation ceremony, usually held on the last Saturday in May, is required of all Educational Administrators. All other Management Team members are encouraged to participate.

### IV. MANAGEMENT TEAM LIAISON GROUP

The purpose 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.

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 classifications on the Management Team Salary Schedule (Schedule "A"):

1. Educational Administrators in Academic Affairs, (excluding the Superintendent/President and Vice Presidents)
2. Educational Administrators in Student Services and Other Areas, (excluding the Superintendent/President and Vice Presidents)
3. Classified Administrators and Supervisors, Range 12.0 and above
4. Classified Administrators and Supervisors, Range 8.0 through 11.5
5. Classified Confidential Employees

The election of the Liaison Group members shall occur by June of each year. To ensure 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 and 4 shall be elected in even years.

The Liaison Group will self-select a chairperson annually.

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. Provide a means for addressing economic and welfare concerns of the Management Team, including position descriptions, classification, evaluation, salaries, fringe benefits, promotion, assignment, transfer, etc. with the Superintendent/President and/or designee; and
3. Reviewing Board Policy/Procedure 2.2 and recommending modification(s), to the Superintendent/President.

## V. COMPENSATION

The District is committed to fair and competitive compensation for the members of the Management Team in order to encourage creative, productive, and effective work.

### A. SALARY

The Management Team Salary Schedule contains the pay level designation (Range) for each administrative, supervisory, and confidential position. Each step on the salary schedule shall be no less than 5% (five percent) greater than the previous step. The Superintendent/President and Vice Presidents shall have their salaries set and adjusted by the Board of Trustees independently of the Management Team Salary Schedule.

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 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 paid 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. Higher placement may be approved by the Superintendent/President.
- b. Exceptions
  - 1) A Management Team member 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 a Management Team member moves 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 Sonoma County Junior College District Management Team 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 Classified 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 the classified employees bargaining unit in which he/she previously provided the District regular service 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 the pay rate of the confidential position is equal to or lower than the appropriate range and step on the Classified Salary Schedule for the Classified position. 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 who possess an earned related doctorate (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 a J.D. (accredited by the California Bar), shall receive a doctoral stipend in the same manner as other regular faculty and academic employees, which is currently 2% of salary. See current All Faculty Association collective bargaining agreement.

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

Salary placement for individuals who have been appointed by the Board to an "Interim" or Acting Management Team position shall be determined based on the following: Either (a) a 5% promotion adjustment to their current base salary; or (b) placement based on previous related experience, for a maximum initial placement at Step C of the Management Team Salary Schedule or higher with prior approval from the Superintendent/President. If subsequently selected for the same Management Team position when it becomes a regular position, individuals who previously served in the assignment on an interim or acting basis shall 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

Management Team members who are employed and render paid service prior to April 1 shall have July 1 of that same year as their Anniversary Date and receive their annual step advance on their current salary schedule on their Anniversary Date (July 1) and each July 1 thereafter until they reach the top step; unless otherwise approved by the Board of Trustees.

Management Team members who are employed and render paid service on or after April 1 shall have July 1 of the subsequent year as their Anniversary Date and receive their annual step advance on their current salary schedule on their Anniversary Date (July 1) and each July 1 thereafter until they reach the top step; unless otherwise approved by the Board of Trustees.

For a Management Team member who receives an annual evaluation with an overall rating of unsatisfactory, the appropriate Vice President may recommend to the Superintendent/President the withholding of the next annual step advance, provided the overall Unsatisfactory Evaluation has been completed by the original due date for such evaluation and the Management Team member has been notified in writing on or before March 15 that they will not receive the step advance as expected on the forthcoming July 1.

B. MILEAGE/TRAVEL

Management Team members who use their personal vehicle in the course of conducting official District business within the District shall be reimbursed at the current established District mileage rate, unless they are otherwise already being compensated for use of their vehicle, in which case no reimbursement shall be made.

Management Team members who use their personal vehicle in the course of conducting official District business outside the District shall prepare and submit for approval the district's Travel Request Form and be reimbursed at the current established District rates and in the same manner as all other employees traveling on District related business.

C. OVERLOAD ASSIGNMENTS

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 assignment.

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 cabinet 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.

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

To provide an opportunity for all Educational Administrators to remain current in their academic fields and/or to establish an additional Faculty Service Area (FSA), administrators are 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 in which 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 appropriate cabinet administrator, the administrator will adjust his/her normal work hours accordingly for the duration of the extra assignment.

A timely written request from the Educational 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 recommend the final assignment for approval by the President/Superintendent.

E. COMPENSATORY TIME

Management Team members designated as Classified Confidential Employees are non-exempt employees for the purposes of eligibility for overtime compensation. Work assigned to and performed by Classified Confidential 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, 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 Schedule during the summer months, and overtime will not be applicable unless he/she works in excess of 40 hours in a one week period.

F. FRINGE BENEFITS

Fringe benefits shall be provided for all Management Team members at a level comparable to other bargaining units. Fringe benefits will be set annually by the Board of Trustees.

G. 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 supplemental medical and dental benefits shall be the same as for regular faculty, including the optional stipend for spouse or dependents.

For managers hired after 10/01/13, an Early Retirement Option (ERO) is offered at age 62 years with 17 years of service. For managers hired prior to 10/01/13, the previous Early Retirement Option offered to regular faculty members shall be applicable to all Management Team members who are 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.

#### H. LONGEVITY SALARY INCREMENTS

Educational Administrators, Classified Administrators and Classified Supervisors will receive a 5% longevity salary increment at the completion of ten years of continuous, full-time service with the District, and an additional 5% increment compounded at the completion of fifteen years of full-time service; and an additional 5% increment compounded at the completion of twenty years of full-time service.

Management Team members who are Classified Confidential Employees shall be entitled, when eligible, to longevity salary increments in the same manner as those Classified employees in the collective bargaining unit.

#### I. NON-EXEMPT SUPERVISORS – ELIGIBLE FOR OVERTIME COMPENSATION

Police Sergeants are non-exempt employees for the purposes of eligibility for overtime compensation.

### VI. EVALUATION

Members of the Management Team will be evaluated annually.

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. Where appropriate these guidelines will include, but are not limited to, the Management Team member's reflection on progress made or achievements accomplished in supporting student learning outcomes.

#### PROBATION

1. 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 cabinet administrator, and approval of the Superintendent/President. The employee shall be entitled, at the employee's request, to a conference with the Vice President of Human Resources or designee.
2. 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. The employee shall be entitled, at the employee's request, to a conference with the Vice President of Human Resources or designee.



## VII. PROFESSIONAL DEVELOPMENT

The Board of Trustees recognizes that the annual Management Team's Professional Development Plan is a continuous, systematic effort to improve management of the District through staff involvement in activities to improve their skills, knowledge, and abilities through a variety of internal and external education and training programs.

## VIII. LEAVES OF ABSENCE

### A. NOTICE OF ABSENCE

All Management Team members shall complete a Notice of Absence form for any type of temporary leave or absence from duty on the first day of return to work. Administrators and supervisors who are exempt from overtime pay consideration under State and Federal law 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 limited duration temporary absence requires the prior approval of the immediate supervisor and appropriate cabinet administrator, unless it was unpredictable.

### B. LEAVES OF ABSENCE — ADMINISTRATORS AND SUPERVISORS

The Board of Trustees shall grant eligible Management Team members the following leaves of absence. Educational Administrators shall follow the leave provisions in the AFA agreement and Classified Administrators, supervisors, and confidential employees 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 an unpaid leave of absence for purposes satisfactory to the District 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

Only Management Team members who are Educational Administrators or Classified Administrators may apply to the Board of Trustees for a leave which will not exceed two (2) months, at no loss of pay or 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. An administrator who does not return after the leave must repay all District funds received during the leave.

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.

The exact length of the leave shall be agreed upon by the administrator and his/her immediate supervisor and appropriate cabinet 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.

C. LEAVES OF ABSENCE – CLASSIFIED CONFIDENTIAL EMPLOYEES

Management Team members who are Classified Confidential 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.

IX. VACATION

A. NUMBER OF DAYS

1. Educational Administrators, Classified Administrators, Classified Supervisors and Non Exempt Classified Supervisors will receive 22 vacation days annually, exclusive

of legal holidays. These will be prorated for Management Team members working less than 12 months and/or eight hours per day/five days per week.

2. Classified Confidential Employees will receive 18 vacation days annually with additional vacation days based on longevity as follows: 20 days after 10 years of service and 21 days after 22 years of service.
3. It is expected that each Management Team member will take the earned vacation no later than the fiscal year following the time such vacation is earned.
4. Vacation day accrual is limited at any time to a maximum of two years' entitlement.
5. 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.
6. If a Management Team member is not permitted by the District to take any part of his/her vacation which causes the unit member to exceed the maximum accumulation, the Management Team member may request in writing cash payment for earned vacation days in excess of the maximum accumulation.
7. Records will be maintained by Human Resources.
8. 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.
9. Classified Confidential 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.

#### B. USE OF VACATION

Management Team members are expected to utilize accrued vacation in a timely manner that coordinates their needs with the needs of the District. In the rare instance when it is deemed that the needs of the District cannot be met by other administrators, the District needs shall prevail.

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 take their vacations at such times as may be mutually agreeable.

The District reserves the right to direct any Management Team member to use accrued vacation at any time 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 appropriate cabinet administrator and Superintendent/President.

## X. POSITION REVIEW AND REORGANIZATION

A classification review of a position may be requested when the normal requirements of a position are significantly changed. A “significant change” is defined to mean a change such that the existing job description is no longer representative of one or more of the following areas:

- Knowledge
- Abilities/Experience
- Skills
- Scope/Scale/Complexity of duties

Changes to a Management Team job description recommended by the immediate supervisor and the appropriate cabinet 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.

### A. Vacancies

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

### B. As Part of the Annual Review Process

Requests from Management Team members for a position review and/or job description update may 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 cabinet administrator, it may be forwarded to the Superintendent/President for further consideration.

### C. Special Requests Submitted Between Annual Reviews

Events such as: significant change of technology or Board approved re-organization, are a few examples of events that may trigger a review of a position’s classification.

The determination of whether or not a change is significant enough to warrant a review resides with the appropriate Vice President.

### D. Position Review by the Superintendent/President and/or Board of Trustees

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

## XI. PROBLEM OR CONFLICT RESOLUTION PROCESS BETWEEN A MANAGEMENT TEAM MEMBER, THEIR IMMEDIATE SUPERVISOR, OR OTHER MANAGEMENT TEAM MEMBERS.

Management Team members are responsible for addressing conflict or behavioral issues as early as practicable and for taking appropriate action.

When a Management Team member has a concern about allegations of inappropriate or offensive conduct of another employee at the workplace, the following steps shall be conducted in a timely manner, (i.e. as soon as practical after encountering offensive or inappropriate behavior).

1. If the Management Team member with the concern is comfortable doing so, he/she is encouraged to resolve the concern directly with the other Management Team member(s) involved. In so doing, the Management Team member who has the concern should describe the behavior that concerns him/her and his/her expectation for future workplace behavior.

2. If the Management Team member elects to not confront the other Management Team member(s) or is unable to resolve the issue directly with the other Management Team member(s) involved, he/she should report the concern to his/her immediate supervisor or area administrator, if appropriate. The supervisor will make reasonable efforts to resolve the issue in a timely manner.

3. If the supervisor is unable to resolve the issue in a satisfactory manner, he/she should seek assistance in the resolution from the cabinet administrator and/or the appropriate Vice President or the Vice President of Human Resources.

4. Any agreements reached as a result of the conflict resolution shall be appropriately documented, up to, and including, entering the documentation in a Manager's personnel file if appropriate.

5. Offensive or inappropriate behavior not resolved using this procedure shall also be documented and, where appropriate, placed in the Manager's personnel file. In accordance with existing policies and procedures, such documentation may result in disciplinary action up to, and including, termination.

If the issue remains unresolved, he/she may request a meeting with the Superintendent/President. The Superintendent/President, in a timely manner, will meet with the Manager and the appropriate Vice President.

This problem resolution process may not be used for the purposes of appealing the findings and conclusions of the Management employee's annual evaluation or any progressive disciplinary action taken by the District against the Management employee.

Any claims of alleged unlawful discrimination shall be processed pursuant to District Policy on Unlawful Discrimination and Sexual Harassment, and Unlawful Discrimination and Sexual Harassment Complaint Procedure.