



Confidential Employee Handbook

& Professional Development/Evaluation Personnel Plan

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SECTION 1. I. PREAMBLE

It has been and will continue to be the policy of the San Bernardino Community College District and its governing board that discrimination shall not occur in the operation of any of our employment programs and that all employees and applicants shall be guaranteed the right of equal employment opportunity and shall be treated without regard to their race, color, national origin, ancestry, religion, creed, sex, age (over 40), physical disability (including HIV and AIDS) or mental disability, marital status, medical condition (including cancer and genetic characteristics), sexual orientation, or military status as a Vietnam-era Veteran, or the perception that a person has one or more of the foregoing characteristics.

II. EMPLOYEE ACKNOWLEDGMENT

(To be signed and returned to the District Office.)

I hereby acknowledge that it is my responsibility to access the SBCCD Confidential Employee Handbook online at https://sbccd.edu/about-sbccd/board-of-trustees/policies-and-procedures/index.php#Chapter_7 My signature below indicates that I agree to read the Handbook and abide by the standards, policies and procedures defined or referenced in this document.

I acknowledge that additional regulations, policies and laws are in the “District Board Policies and Procedures on the District website <https://sbccd.edu/about-sbccd/board-of-trustees/policies-and-procedures/index.php>

The information in this Handbook is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this Handbook. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. Further, I understand that this Handbook does not constitute an employment contract or alter my employment status.

Printed Name _____

Signature _____ Date _____

SECTION 2. III. INTRODUCTION

The San Bernardino Community College District Confidential Employee Handbook and Professional Development/Evaluation Personnel Plan (herein after referred to as the "Handbook") is designed to cover employees of the San Bernardino Community College District (herein after referred to as the "District") who have been designated as "confidential" in accordance with the provisions of the California Education Code and the California Government Code Section §3540.1. The positions within this classification are identified in Exhibit A.

Based upon various legislative changes and conditions that occur within public education, the District recognizes the need for a comprehensive and fully integrated handbook for confidential employees based upon the following:

- Confidential classifications are excluded from engaging in the practice of collective bargaining, therein personnel and compensation policies and procedures for confidential employees are established under the authority of the District Governing Board and implemented under the delegated authority of the Chancellor. This structure provides the required emphasis for the special needs of the confidential group, include the following:
 - The varying fiscal conditions in the state, coupled with changes in District enrollment patterns, present ongoing challenges. Flexibility in the use of limited resources is one appropriate response to these ever-changing fiscal conditions, which may impact the confidential group;
 - An awareness of public policy, educational futures, and changing social conditions, all of which influence the environment surrounding higher education, which directly impact all District personnel and present matters of major concern.
- As the building of a "confidential team" is emphasized through the development of individuals, the kinds of personnel and compensation policies that recognize achievement necessitates the development of a structure to address an incentive-based model.
- Finally, as change will continue to erode the effectiveness of past practice, it is appropriate and necessary that existing practices be reevaluated. One central principle is to align authority, responsibility, and compensation.
- The handbook is an integrated personnel system covering appointment, evaluation, advancement, compensation, benefits, employment status, education and development, layoff, leaves, personnel rights, and conditions of employment.
- Administration and implementation of the handbook are the responsibilities of the Office of Human Resources under the delegated authority from the Chancellor.

IV. CONFIDENTIAL FUNCTIONS

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

V. RESPONSIBILITIES OF INDIVIDUALS

Responsibilities are set forth in the respective class specifications (i.e. job descriptions) for each confidential position <https://sbccd.edu/district-services/human-resources/job-descriptions/confidential.php>.

VI. CONFIDENTIAL PROFESSIONAL DEVELOPMENT OBJECTIVES

The District and colleges shall establish integrated professional development plans consistent with the Educational Master Plans and District strategic priorities.

Needs assessments surveys will be conducted at least annually to identify professional development needs among employees.

PROFESSIONAL DEVELOPMENT OBJECTIVES

- To facilitate and enhance effectiveness of confidential employees through evaluation of performance and the recognition of accomplishment.
- To provide flexibility to accommodate the variations in job requirements and performance expectations which are a normal part of a changing environment in which the district must operate.
- To provide a confidential evaluation process that encourages higher levels of performance and recommends specific areas of professional development activities.

VII. BASIC COMPONENTS OF THE PLAN

5.1 COMPENSATION

The salary structure consists of a classification salary schedule with a salary range including steps established for each confidential position (see Exhibit A).

The classification salary schedule shall be developed based upon a salary survey of the eight (8) community college districts used for salary comparison purposes by San Bernardino Community College District for this employee group. These colleges include similar sized, multi-campus Districts and include the following:

Chabot/Las Positas Community College District
Contra Costa Community College District
Foothill/De Anza Community College District
Marin Community College District
San Mateo County Community College District
West Valley/Mission Community College District
Peralta Community College District
Ohlone Community College District

Salary adjustments may be provided and are subject to approval by the Chancellor and the Governing Board.

5.2 SALARY ADMINISTRATION

Confidential employees are normally expected to have a variation of experience and proven capabilities. In order to provide the Chancellor and the governing board adequate flexibility in the hiring and placement of confidential employees in the respective positions, initial salary placement shall be determined through conferred agreement with the Chancellor who shall recommend placement on the salary schedule to the governing board for approval.

5.2.1 DIFFERENTIAL PAY

Shift differential pay shall be at a rate of 2 1/2% for swing shift or split shift; and a 5% rate of pay for the graveyard shift. Approval for shift change or overtime must be obtained in advance from the appropriate immediate supervisor.

Definitions:

1. **Swing:** When hours of work regularly assigned exceed 4:30 p.m. by more than three (3) hours per day (regular five-day consecutive workweek). Employees must work this shift at least three of the five normal workdays.
2. **Graveyard:** When hours of work regularly assigned extend beyond 12 midnight by more than three (3) hours per shift (regular five-day consecutive workweek). Employees must work this shift for at least three of the five normal workdays.
3. **Split:** When hours of work regularly assigned are split by a break of two or more hours. Employees must work this shift for at least three of the five normal workdays.

5.2.2 LONGEVITY PAY

1. Recognition for length of service shall be provided in accordance with the following schedule:

YEARS OF SERVICE WITH THE DISTRICT	AMOUNT OF MONTHLY STIPEND
5-10	\$70.83
11-15	\$83.33
16-20	\$95.83
21-25	\$108.33
26-30	\$120.83
31-35	\$133.33
36 and over	\$145.83

2. Longevity pay is paid monthly over a 12-month period. The first longevity payment will be made the following monthly pay cycle after the completion of five (5) consecutive years of employment.
3. The amount of longevity pay will be paid only to those actually employed on the date of payment, except upon retirement in which case the long service payment will be in proportion to the fraction of the year worked. The payment date and method are subject to change in accordance with County of San Bernardino payroll processing.

In order to be eligible for longevity pay, an employee must qualify for inclusion in the Retirement Program, i.e., must be employed half-time or more. Any year in which an employee receives an unsatisfactory performance evaluation will not be counted as a year of service for the purpose of calculating longevity pay recognition credit.

5.3 CLASSIFICATION REVIEW

The college is a dynamic entity and, as such, procedures must be in place that provide an opportunity for adjustment to classifications in order to meet the legitimate needs of the college. The procedures set forth herein will provide for classifications to be reviewed when it can be demonstrated that there has been a significant change(s) in duties/responsibilities and accountability.

5.3.1 RECLASSIFICATION REQUESTS

A position may be considered for reclassification which is initiated by a Confidential Employee or the Immediate Supervisor once the member has completed two (2) years in a specific position and it can be shown that responsibilities or additional duties at a higher level have been added to the position, which is not reflected in the job description. An increase in the workload at the same level does not qualify for reclassification. A Confidential Employee who has been granted a reclassification must complete two (2) fiscal years (July 1 to June 30) in the new classification before applying again for a reclassification review.

5.3.2 RECLASSIFICATION PROCEDURE

The reclassification request will be completed by using the "Position Description Questionnaire Form." The form must be signed by the Confidential Employee, the immediate supervisor and the Chancellor. The form must be submitted to Human Resources by the employee or the immediate supervisor making the reclassification request. A date stamped copy of all submitted forms will be provided to the confidential employee.

The District will conduct an analysis and review of the Position Description Questionnaire Form based on the following:

- A completed "Position Description Questionnaire Form";
- A desk audit, if deemed necessary;
- Internal and external audits of similar or related positions as necessary;
- Interviews with the Confidential Employee and the Employee's immediate supervisor; and the college President or Vice Chancellor or Chancellor; and
- Any other relevant information requested by the Vice Chancellor of Human Resources and Police Services.

If an external scan of the labor market is necessary, the primary sources for external data will be as follows:

Chabot/Las Positas Community College District
Contra Costa Community College District
Foothill/De Anza Community College District
Marin Community College District
San Mateo County Community College District
West Valley/Mission Community College District
Peralta Community College District
Ohlone Community College District

When necessary, additional sources may be identified.

The Human Resources Analyst shall issue a written recommendation for classification and salary range based on the completed analysis. In addition, if a revised or new job description is warranted the recommendation shall be presented to the Vice Chancellor of Human Resources and Police Services. The Vice Chancellor of Human

Resources and Police Services, or designee, shall review these recommendations and, if necessary, meet with the classification professional, appropriate District administrators and Chancellor and/or schedule subsequent meetings with the Confidential Employee. The effective date of an approved reclassification shall be the date the application was date stamp received by the Office of Human Resources.

5.3.3 APPEALS

If the Confidential Employee disagrees with the reclassification decision, he/she may submit a written appeal. Such an appeal must be based upon errors and/or omissions in the new job description and filed in the Human Resources Department within thirty (30) days of the date when the written reclassification notification was received.

The appeal will be considered by an Appeal Panel composed of two (2) administrators selected at the Chancellor's discretion and the Vice Chancellor of Human Resources and Police Services, or designee, with the Human Resources Analyst serving as a resource.

The Appeal Panel will consider the appeal within thirty (30) days upon the receipt of the written appeal. The results of the Appeal Panel meeting will be communicated to the Confidential Employee and his/her immediate supervisor in writing by June 1 of that year.

If the Appeal Panel recognizes errors and/or omissions, the recommendation shall be revised.

The determination of Appeal Panel is final with no further appeal possible. Any reclassifications shall be effective July 1, contingent upon Board approval.

5.4 PERSONNEL FILES

There shall be one (1) official District personnel file for each Confidential Employee. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any matter affecting the status of the Confidential Employee's employment with the District.

The personnel file shall include, but not be limited to, records of employment with the District and records of professional evaluation. The personnel file shall be kept in a secured environment in the Office of Human Resources. When a confidential employee's file is opened for any purpose other than routine office work, a file log shall show the name of the person opening the file and the date.

A Confidential Employee shall have the right at any reasonable time without loss of pay to examine and/or obtain copies of any material from the confidential employee's personnel file with the exception of material that includes ratings, reports, or records that were obtained prior to employment.

All personnel files shall be kept in confidence and shall be available for inspection only to the immediate supervisor and the senior administrator of human resources or designee, when it is deemed necessary for the proper administration of the District's affairs and the supervision and protection of the confidential employee.

Any person who places written material of a derogatory nature into a confidential employee's file will first present a copy of such material to the confidential employee concerned. The confidential employee will have a right of rebuttal

within twenty (20) working days of the receipt of such material and have it attached. Under no circumstances will any derogatory information be entered into a personnel file without the confidential employee's knowledge.

5.5 PERMANENCY

Confidential employees will serve in assignments at the pleasure of the Governing Board as prescribed by the California Education Code. They are subject to serve a twelve (12) month probationary period. Employees who are in confidential classifications are evaluated and retained based on such factors as performance, contribution, and value to the district. Those employees who are classified regular and are placed in or promoted to confidential positions shall retain any earned status rights and retreat rights.

5.6 HOURS OF WORK/OVERTIME

The workweek for all confidential employees shall be a minimum of forty (40) hours. A department may implement for its confidential employees an alternative work schedule (AWS) instead of traditional fixed work schedules (e.g., 8 hours per day, 40 hours per week). AWS can enable employees to have work schedules that help the employee balance work and family or personal responsibilities. An example of AWS is a 9/80 work schedule. AWS are at the discretion of the department and subject to mutual agreement between the immediate supervisor and the confidential employee.

Lunch Periods: Confidential employees on duty for four (4) consecutive hours or more shall be entitled to a duty-free lunch period. All confidential employees who are assigned a daily work schedule of six (6) hours or more shall be required to take a lunch period. The lunch period shall not be less than thirty (30) minutes, nor more than sixty (60) minutes and the immediate supervisor shall schedule the lunch period at or about the midpoint of a full-time confidential employee's work schedule.

Rest Periods: Confidential employees whose regular work schedule is between three (3) and six (6) hours per day shall receive one (1) fifteen (15) minute rest period per day. Confidential employees whose regular work schedule is in excess of six (6) hours shall receive two (2) fifteen (15) minute rest periods per day. For each ten (10) hour shift, a confidential employee shall be entitled to two (2) twenty (20) minute paid breaks. The rest periods shall be designated by the immediate supervisor as near the midpoint of each pre-lunch and post-lunch work period as practicable, to accommodate the needs and efficiency of the DISTRICT. Confidential employees whose regular work schedule is three (3) hours or less shall not be afforded a rest period. Rest periods are duty-free, a part of the regular workday, and shall be compensated for at the regular rate of pay.

Overtime: All overtime hours shall be compensated at a rate of pay equal to time and one-half the regular rate of pay for the confidential employee if the work is authorized, from prior approval by the immediate supervisor.

Overtime is defined to include any time worked in excess of the regular workday, including AWS (alternative work schedules) that have been preapproved, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time.

Any confidential employee required to return to work on the same day after completion of his/her regular assignment or called in to work on a day when the confidential employee is not scheduled to work shall be compensated for at least four (4) hours of work at the overtime rate, irrespective of the actual time required to be worked.

Approval for shift change or overtime must be obtained in advance from the appropriate immediate supervisor.

Overtime shall be reported on the time sheet at the end of the month by dates, hours and emergency or event requiring overtime. The immediate supervisor shall sign the time sheet.

5.7 COMPENSATORY TIME

A confidential employee may take compensatory time off in lieu of cash compensation for overtime work. Such understandings shall be put in writing prior to the overtime assignment. Compensatory time off shall be granted at the appropriate rate of overtime pay. Compensatory time shall be taken at a time mutually acceptable to the confidential employee and the District in accordance with applicable provisions of the California Education Code and the Fair Labor Standards Act, and shall not exceed the fiscal year when the time was accrued unless authorized and approved by the immediate supervisor.

5.8 TEMPORARY WORK ABOVE CLASSIFICATION

Confidential employees, when required to perform duties above their stated classification for any period of time that exceeds five (5) days within a fifteen (15) calendar day period, shall be compensated at the range for duties performed per the California Education Code, Section 88010.

When the needs of the District dictate that a confidential employee be temporarily assigned a portion of the work in a different classification, the level of compensation shall be determined ahead of time by the senior administrator of human resources or designee with input from the supervisor and confidential employee. Should the employee work out of classification, it shall not exceed a total of 960 hours within one (1) fiscal year.

5.9 TRANSFERS

DEFINITION. For the purpose of this Section, a “transfer” shall mean the voluntary relocation of a confidential employee from one department, school, or site to another within the same classification.

The District shall notify all confidential employees of vacant confidential positions, as they become known. Confidential employees desiring to transfer to such vacant positions may request a transfer, provided such request is filed within five (5) working days of notice of the vacancy by the administration. The transfer request shall be submitted in writing to the senior administrator of human resources or designee.

Prior to creation of a vacancy, a confidential employee may also request a transfer by filing an appropriate written request with the senior administrator of human resources or designee. All requests for transfer submitted in this manner shall be kept on file for at least one (1) year from the date of submittal.

In either case, the confidential employee shall be considered for the vacancy before any new employee is considered.

Transfers shall be considered on the basis of meeting the minimum qualifications of the position. Each person that applies and qualifies shall be interviewed by the appropriate supervisor. The District reserves the right to approve or disapprove any transfer request.

5.11 RECONSIDERATIONS

Requests for reconsideration of personnel decisions, shall be submitted to the appropriate administrator who shall submit the request to the Chancellor. The Chancellor’s decision shall be final.

5.12 PROMOTIONS

Confidential employees may be promoted to a classification with a higher salary either within the same level or in a different level. Promotions must be to classifications that have been Board approved.

Promotional Trial Period. A permanent confidential employee shall serve in a trial status in a new position for no less than six (6) months of actual paid service following promotion. All paid leave except Extended Illness Leave (see section 5.15.4 Extended Illness Leave) shall be counted in satisfaction of the six (6) month service requirement. Return to the employee's former class will occur upon employee or District request during this trial period.

In the event an employee is deemed unsuccessful in the new position, or requests return he/she shall be entitled to reinstatement in the formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept.

5.13 EVALUATION PLAN

Employees in the confidential group shall be evaluated biennial every two (2) years in the month of April after completing probation.

Probationary confidential employees will be evaluated after three (3) months, six (6) months, and nine (9) months of service, and thereafter every two (2) years in the month of April. The evaluation shall form the basis for recommendations for development or other activities related to professional development. The District retains the right to conduct off-cycle evaluations at any time.

The evaluation process shall include a self-evaluation by the confidential employee and a performance evaluation by the supervisor. The self-evaluation and performance evaluation will be completed and submitted online via NEOED module.

The confidential employee will evaluate his/her performance in the following areas: accomplishments, challenges, professional development activities, support opportunities, and future goals. (see Appendix B).

The immediate supervisor will take into consideration the confidential employee's self-evaluation. The evaluation (Appendix B) will be comprised of the following components:

1. Performance of responsibilities as defined in the position description.
2. Optional areas for professional growth.
3. Work behaviors
 - Commitment to the District's mission
 - Ability to engage in positive, cooperative relationships
 - Decision-making ability
 - Written and verbal skills
 - Supervisory skills, if appropriate
 - Time and resources management
4. Other activities and responsibilities
 - Participation in community organizations and in committees of the college
 - Unanticipated activities

- Special assignments and projects
- Budget management including contributions to cost effectiveness

5.13.1 PERFORMANCE CONFERENCE

The confidential employee and the immediate supervisor will agree upon a mutually convenient time to meet for a review the confidential employee's evaluation, in the month of April on their scheduled evaluation year. The original evaluation will be forwarded to the Director of Human Resources, for placement in the confidential employee's personnel file.

5.14 PROFESSIONAL DEVELOPMENT/GROWTH INITIATIVE

Professional development allows for self-development, improvement, and growth within the profession. Several opportunities exist for growth and development to include undergraduate/graduate courses, degrees, certification programs, workshops, professional association meetings, mentorship programs, and professional conferences. A description of programs and activities that qualify as professional growth and development are provided below:

Course Designations

1. Job-Related Courses
 - a. Subject matter related to position occupied by employee, for example Technology, Leadership, Verbal and Written Communication Skills, Customer Service, or;
 - b. Related to position to which employee might logically advance from current position, or;
 - c. Knowledge gained from the course may be deemed beneficial to the department through participant's application of increased knowledge or skill.
2. General Education Courses Non-job-related courses are intended to improve the employee's education, knowledge, and understanding of the college and the community, in the belief that an enlightened, educated employee is a better employee.
3. Noncredit Courses Noncredit courses, such as conferences, workshops or seminars are those which meet the requirements for which grades are not normally awarded.
4. Non-college level courses and ungraded courses, such as conferences, workshops, or seminars
5. Service in job-related educational or professional associations, including holding elective office in: 1. Local association: one unit for full year in office. 2. County, state or national association: one unit for full year in office.

5.14.1 EDUCATION REIMBURSEMENT (DISTRICT CAMPUSES): EMPLOYEE

The District shall reimburse permanent confidential employees employed at least twenty (20) hours per week with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) District campuses provided all of the following conditions are satisfied:

- All classes must be taken outside of the regular scheduled working hours of the employee.
- Only those classes offered by either of the two (2) District campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.

- All courses for which a confidential employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Director of Human Resources. If the request by the immediate supervisor is denied, it may be appealed to the Vice Chancellor, Fiscal Services.

5.14.2 EDUCATIONAL REIMBURSEMENT (OUTSIDE OF DISTRICT): EMPLOYEE

Employees on the confidential employee salary schedule shall be eligible for eighty percent (80%) tuition cost reimbursement for courses completed outside of the District with a grade of "C" or better which pertain to their confidential position. Such reimbursement shall be actual costs not to exceed twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost paid by the District is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time confidential employees who have completed their probationary period as a confidential employee shall be eligible for this benefit.

All courses for which a confidential employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Director of Human Resources. If the request by the immediate supervisor is denied, it may be appealed to the Executive Vice Chancellor.

5.14.3 EDUCATIONAL REIMBURSEMENT: BENEFIT ELIGIBLE DEPENDENTS

The District shall reimburse benefit eligible dependents of confidential employees employed at least twenty hours (20) per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) District campuses provided all of the following conditions are satisfied:

- Only those classes offered by either of the two (2) District campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, the employee or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each employee and their eligible dependents.

5.14.4 DEFINITION OF BENEFIT ELIGIBLE DEPENDENT

Benefit eligible dependents include a spouse, registered domestic partner or child:

1. Child up to age 25
2. Disabled children over age 19

5.15 LEAVES OF ABSENCE

5.15.1 GENERAL LEAVES PROVISIONS

1. A record of all absences is to be maintained by the District's Payroll Office. Each month, all confidential employees shall submit to the District's Payroll Office a signed "Permanent Employee Work Report" documenting all absences for the month.
2. Absence without loss of pay shall be granted to confidential employees (1) to serve jury duty, and (2) to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the confidential employee.
3. Confidential employees shall be entitled to any/all leave provisions as provided by law. Below is a partial list of the most common types of leaves.

5.15.2 VACATION LEAVE

Earned vacation may not be taken until a minimum of one month of service has been completed.

Confidential employees covered by the Plan earn 16 hours per month or twenty-four (24) vacation days per year. Confidential employees who work less than 12 months per year and/or forty (40) hours per week shall earn vacation on a pro-rated basis (see tables below).

- Vacation time shall be earned and accumulated on a monthly basis. Credit for vacation leave must be accrued prior to taking such leave. The maximum number of vacation days that can be accrued is forty-eight (48). In no instance shall a confidential employee be permitted to accrue more than forty-eight (48) days.
- A confidential employee terminating for any reason after the completion of the initial six (6) months of employment shall be paid for any unused vacation earned. Such payment shall be at the rate in effect on the employee's last working day before termination.
- Vacations shall be scheduled by the District with consideration being given to the needs of the District and the preference of the employee. All vacations must be approved in advance by the immediate supervisor.
- When two or more employees in the same department apply on the same day for vacation for the same period of time, preference shall be given to the senior employee(s) if at least one but not all such employees can be granted vacation for such period of time.
- If one or more holidays fall within a scheduled vacation period, vacation will not be charged on the day designated as a holiday.
- Employees assigned to positions of fewer than twelve months must take vacation during the period between their first and last day of regular paid status.
- Employees may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination to the Department of Human Resources for review.
- Vacation for confidential employees shall be computed on an hourly basis, 173 hours being equal to one (1) full-month of employment.

PARTIAL MONTHS. Vacation earned for partial months worked shall be as follows:

Less than one (1) week	25% of a month's entitlement
One (1) week to two (2) weeks	50% of a month's entitlement
More than two (2) weeks	100% of a month's entitlement

PART TIME WORKER VACATION ACCRUAL. Confidential employees working less than full time shall earn vacation on a pro rata basis of the amounts shown below.

Less than forty (40) hours	25% of a month's entitlement
Forty (40) hours to eighty (80) hours	50% of a month's entitlement
Eighty (80) hours or more	100% of a month's entitlement

5.15.3 SICK LEAVE

Notification of illness shall be made directly to the immediate supervisor at the earliest feasible moment. Notification must occur not later than one (1) hour before the start of the work shift in order to be eligible for paid sick leave, unless notification by such time is not feasible.

An illness absence shall be an absence of the confidential employee due to illness or disabling condition which prevents the employee from performing his or her assigned functions including: physical or mental illness, medical, dental or psychiatric appointments that cannot be reasonably met during off-duty hours, and any physically disabling condition, including pregnancy disabilities, which prevents the employee from performing assigned duties.

A statement from a physician verifying the employee's illness may be required by the Human Resources Office. In cases of serious illness or accident, the District may require confidential personnel to submit a written release by the doctor before returning to work. The District also reserves the right to require a physical or mental examination, at the District's expense, by a physician designated by the District. Return for limited duty, or less than the normal work schedule, shall not be permitted except where the District, at its discretion, grants specific written permission.

Each full-time confidential employee shall accrue eight (8) hours of sick leave with pay for each month of service, totaling 96 hours per year given on July 1 of each year. Sick leave may be accumulated without limitation. The full amount of sick leave shall be credited to each employee at the beginning of each fiscal year with the exception of probationary employees who are entitled to only six days of sick leave before serving six months. Sick leave shall be taken in increments of not less than half hour.

Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year up to the amount which would be accrued by June 30 of that fiscal year, with the exception of probationary employees specified above. Confidential employees who work less than 12 months per year and/or forty (40) hours per week shall accrue sick leave on a pro-rated basis.

Any confidential employee who has been an employee of another California public school district for a period of one calendar year or more, and who is employed by this District within one year of termination from such other District, shall have earned sick leave in the previous district transferred to this District.

An employee who has used all sick leave and is absent due to illness may have those additional days of absence charged against any accumulated vacation days or compensatory time off as agreed by the confidential employee.

Unused sick leave may, under certain circumstances, be converted to service credit at retirement as determined by the public retirement system.

5.15.4 EXTENDED ILLNESS LEAVE

A confidential employee shall be credited once a fiscal year with the total of not less than 100 working days of paid sick leave, excluding sick days listed above in Section 5.15.3. Such days of paid sick leave are in addition to those days of sick leave under Section 5.15.3 shall be compensated at 50% of the confidential employee's regular salary. Such additional days shall be exclusive of any other paid leaves, holidays, vacation, or compensatory time to which the confidential employee may be entitled. The 100 working days of extended sick leave shall be allocated on July 1st of each fiscal year the 50% (half pay) extended sick days will be utilized only after all accrued regular full pay sick

leave is exhausted. At the conclusion of the 100 working days of 50% half pay extended sick leave, the confidential employee may elect to use any other available leaves.

5.15.5 PERSONAL NECESSITY LEAVE

Confidential employees may use up to a total of seven (7) days of accumulated sick leave per fiscal year as personal necessity. Any days of leave of absence for illness or injury allowed pursuant to Section 88207 of the Education Code.

No such accumulated leave in excess of seven days may be used in any school year. Request for such leave of absence shall be submitted to the immediate supervisor as appropriate prior to absence, explaining the specific nature of the personal emergency.

Personal necessity is defined as an activity that is serious in nature, cannot be reasonably disregarded, can only be performed during the normal workday, and cannot be performed before or after regular working hours. Paternity leave, death in the family, illness or accident involving the confidential employee or property or member of the immediate family, certain types of medical and dental services, or other compelling personal reasons are included as personal necessity leave. The use of this leave, due to a death in the immediate family, would be in addition to bereavement leave.

The following limits the conditions placed upon allowing a personal necessity leave and personal necessity leave pay:

1. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
2. Payment for such absence.
3. Personal necessity leave shall not be used to compensate any employees whose absence results from participation on a strike, work stoppage, work slow-down or other form of labor disturbance.

Each confidential employee shall be entitled to use annually up to a total of two (2) of the seven (7) days of personal necessity leave, for the purpose of conducting personal business.

5.15.6 BEREAVEMENT LEAVE

This program provides a confidential employee with up to five (5) days of bereavement leave on account of the death of any members of his/her immediate family. Member of the immediate family means the mother, father, grandparent or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the employee, or any relative living in the immediate household of the employee. At the discretion of the District, additional days of leave, whether paid or unpaid, for bereavement purposes may be granted by the District.

Requests for bereavement leave extensions or for persons other than immediate family may be granted at the discretion of the Chancellor or designee.

In order to receive bereavement leave benefits, an employee must notify his or her supervisor prior to the start of the employee's regular work shift unless such notification is not feasible. In such case notification shall be made as soon as is feasible. Upon request, after the return of an employee from bereavement leave, the District may require necessary proof that the employee met the requirements of eligibility for bereavement leave.

5.15.7 JURY DUTY LEAVE

When a confidential employee is absent because of a mandatory court appearance as a juror, said employee shall suffer no monetary loss by reason of said service. Such employee shall receive his/her regular salary upon receipt by the district of valid jury duty verification but shall reimburse to the district the amount of fees received from the court, excluding those paid for mileage.

A copy of an official court form signed by the court clerk verifying the days and hours of duty rendered must be submitted to the District Human Resources Office. Upon verification of jury service, the employee shall receive his/her regular salary for the period of absence attributable to that service.

An employee whose work hours in the District are other than 8:00 a.m. to 4:30 p.m. shall be temporarily reassigned to those hours for the duration of that employee's jury service.

5.15.8 PARENTAL LEAVE

A confidential employee can take up to twelve (12) weeks of leave to bond with a newborn child, a newly adopted child or a child newly placed in foster care within twelve (12) months of the event. To be eligible for Parental Leave, employee must have completed 12 months of service with the district at the start of the Parental Leave. Employees are eligible to use accrued sick leave while out on Parental Leave. Upon exhaustion of all accrued sick leave hours, confidential employees are eligible for 50% of salary while out on Parental Leave, not to exceed twelve (12) weeks.

5.15.9 INDUSTRIAL DISABILITY LEAVE

1. The employee may not leave the state during the leave period unless authorized by the Board of Trustees.
2. When all industrial leave and sick leave benefits have been exhausted, the employee must be placed on the reemployment list for a period of 39 months.

Job related accident or illness (industrial accident and industrial illness) is defined as any injury or illness arising out of and in the course of employment. A maximum of sixty (60) working days of leave is available for the same accident or illness.

The industrial accident or illness leave shall not be accumulated from year to year. When accident or illness overlaps into the next fiscal year, the employee is entitled only to the balance of the sixty days not used. Industrial accident or illness leave shall commence on the first (1st) day of absence.

When an industrial accident or illness absence occurs, the confidential employee shall be paid a salary which when added to the Worker's Compensation benefit amount will yield full salary. During a paid leave of absence, the confidential employee shall endorse to the District all Workers' Compensation benefit checks received for industrial accident or illness. The District, in turn, shall issue the confidential employee's appropriate salary warrants and shall deduct normal retirement and other authorized contributions.

When an industrial accident or illness leave overlaps into the next fiscal year, the confidential employee shall be entitled to only the amount of unused leave due for the same illness or injury. Upon termination of the industrial accident or illness leave, the confidential employee shall be entitled to the benefits of such other leaves as may be provided by law or regulations. This leave shall not be considered to be a break in service of the confidential employee.

5.15.11 MILITARY LEAVE

A military leave of absence will be granted to confidential employees pursuant to the California Education Code. Such leave shall be supported by a copy of the official orders requiring the confidential employee to report to active duty.

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

5.15.12 CATASTROPHIC LEAVE DONATION PROGRAM

Any confidential employee who suffers from a catastrophic illness or injury or who must be absent to care for a member of the confidential employee's immediate family who suffers from a catastrophic illness may participate in a catastrophic leave donation program, provided:

- The confidential employee requests in writing to participate.
- The confidential employee provides written verification of the catastrophic illness or injury or of the catastrophic illness or injury of the immediate family member.
- The confidential employee exhausts all accrued paid leave credits.
- The District determines that the confidential employee is unable to work due to the confidential employee's or the immediate family member's catastrophic illness or injury, and in the case of the immediate family member, the confidential employee's need to care for the family member.

Confidential employees desiring to donate sick/vacation leave credits shall authorize their irrevocable donation in writing for a minimum of eight (8) hours, and in one hour increments thereafter.

A catastrophic illness or injury is one which is expected to incapacitate the confidential employee or the immediate family member for at least forty-five (45) days or which is diagnosed as a terminal illness or injury.

Upon return to work, the confidential employee may continue to use donated leave credits for the purpose of related, follow-up medical care consistent with the provisions outlined in this article. The maximum amount of time for which donated leave credits may be used, shall not exceed twelve (12) consecutive months (California Education Code Section 87045).

Definitions: Catastrophic illness or injury means an illness or injury that is expected to incapacitate a confidential employee for an extended period of time, or that incapacitates a member of the employee's immediate family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because the employee has exhausted all of his or her sick leave and other paid time off. Immediate family member(s) for the purpose of this policy is defined to include only the following: spouse, registered domestic partner, children and legal dependents.

Basic Provisions: The following provisions apply to the catastrophic illness leave (CIL) bank available to confidential employees: Any employee with a balance of eligible sick leave credits of twenty-five days or more after such donation may donate days to the bank, up to, but not more than fifteen days per year. Any employee may receive CIL leave credits from the bank when approved in accordance with the required provisions. There will be no attempt to evaluate a day donated or received on the basis of the pay rate of the donor or the recipient.

Procedure: The applicant or his/her designated agent for CIL must submit an Application for Catastrophic Illness Leave - District form to the Benefits Analyst in Human Resources. All requests must be accompanied by a health care provider's statement verifying the catastrophic illness or injury (as defined above) of the employee or his/her immediate family member. The Benefits Analyst will provide the Director of Human Resources and/or the Vice Chancellor of Fiscal Services relevant information and documentation for approval of catastrophic illness leave. The District will attempt to protect the privacy of the applicant.

Establishing the Bank and Collecting Deposits: There will be an initial call from the office of Human Resources for donations to establish the bank. There will be an annual call for donations, unless the bank has more than 90 days. In addition, there will be calls for donations by Human Resources when the bank balance falls below 45 days. Donations from a terminating employee will be accepted at any time so long as the form is completed and received in the Department of Human Resources within 30 days of the end of employment. The terminating employee must voluntarily donate their entire balance of sick leave.

Eligibility Requirements: To be eligible for CIL, the employee must have exhausted all accrued sick leave, administrative leave, and vacation. If an applicant is eligible for differential pay, the leave drawn from the bank will be prorated to bring the employee up to, but not over, his/her base salary.

Length of Leave: The maximum length of CIL is a total of 90 workdays including those which use substitute differential leave. In extreme cases where additional leave is needed the employee may make a request for additional days to the Director of Human Resources.

Donation Process: A written Donation of Sick Leave form must be submitted and signed by the donor. Donation forms shall be submitted to the Human Resources Department. Donated leave becomes the property of the bank until authorized for allocation by the Director of Human Resources, and under no circumstances will donated leave be returned to the donor (except as a recipient of CIL). Donations are completely voluntary.

Termination of Catastrophic Leave: CIL terminates and any remaining donated sick leave is returned to the bank, when:

- The recipient terminates employment with the District.
- The need no longer exists based on physician's recommendation
- The bank runs out of donated sick days.

5.15.13 UNPAID LEAVE

All leaves described under this section shall be without pay.

1. Non-paid leaves of absence of five days or less may be approved by the immediate supervisor. All requests for such leaves greater than five days shall be submitted to the Board of Trustees for its consideration. The granting of any such leaves is solely at the discretion of the Board or the immediate supervisor, as the case may be. No non-paid leave of absence shall be granted until an employee's earned vacation entitlement shall have been fully used.
2. An individual on unpaid leave retains the right to District employment at the end of the leave but does not retain the right to return to the specific position vacated. Whenever practicable, a confidential employee returning from an approved non-paid leave of absence will be returned to the job classification and position location to which the employee was assigned prior to the approved leave. If it is not practicable to return the

employee to the job classification and/or the position location to which the employee was assigned prior to the approved leave, the District will attempt to place the employee into a position as nearly alike as possible to the position the employee occupied prior to the approved non-paid leave of absence.

3. No unpaid leave will be granted to an employee who takes a position with another organization that by its nature is considered to be permanent and continuing.
4. In any non-paid leave of absence of five days or less, there shall be no elimination of the amount payable by the District toward health and welfare benefits.
5. The entire time of unpaid leave of absence in excess of five days shall not be counted toward the calculation of vacation, sick leave, or other fringe benefits. Further, during such period the employee shall retain seniority, but not accrue any additional seniority. Employees on approved unpaid leave for a period greater than fifty percent of a given fiscal year shall not receive credit for annual salary increment for the year of the leave.
6. No more than one full-year unpaid leave will be granted to an employee, and such leave shall not extend beyond one year.
7. A notice of intent to return must be filed in writing with the District Human Resources Office three months prior to the anticipated date of return.
8. An unpaid leave is not a break in service but an individual on unpaid leave will not receive advancement credit on any salary schedule, will not be credited with sick days or vacation days, and will not receive retirement credit while on leave. However, the employee shall retain his/her employment status (i.e. seniority).
9. At the discretion of the Governing Board, a confidential employee may be granted a leave of absence of up to one (1) year without pay for unspecified reasons. Such leave shall not constitute a break in service; however, District paid benefits shall not be paid during the leave. An individual on unpaid leave may purchase continued coverage under District health, dental, and life insurance plans.

5.16 HOLIDAYS

Each confidential employee covered by this Plan shall be entitled to the following holidays on the days specified, provided they are in paid status on the working day immediately preceding or succeeding the holiday:

Independence Day**
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve
Winter Break (Five days from December 25 – December 31) *
New Year's Day
Dr. Martin Luther King Jr. Day
Lincoln's Day
Washington's Day
Memorial Day
Juneteenth

*Winter Break was established to incorporate: Day in lieu of shopping day, fall semester recess period, and day in lieu of Admissions Day.

**** Independence Day:** If the holiday falls on a day the District is closed, CSEA will negotiate the day this holiday will be observed, and the Confidential Group will be notified.

Confidential employees shall be entitled to such additional holidays, other than those listed above, as are mandated by the United States president, the Governor, or the Governing Board under Section 88203 of the Education Code.

Employee's birthday is to be included as an additional holiday. The day must be scheduled with prior reasonable notification for a date within that calendar year and must be mutually agreed upon between the employee and the supervisor.

When a holiday falls on a Saturday, for those confidential employees whose normal workweek is Monday through Friday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

When a holiday falls on a day for which a Confidential Employee is not scheduled to work as a result, the unit member shall be required to observe the holiday during the week the holiday falls and shall be required to observe it on the first day or the last day of their workweek. If the Confidential Employee is on an AWS, the number of hours scheduled to work per day equals the number of hours granted for the holiday.

5.17 HEALTH BENEFIT PLANS

The District provides its confidential employees covered under this Plan with a variety of health benefit programs.

1. **Medical Insurance.** At least one (1) group medical plan will be contracted for confidential employees and eligible dependents at no cost share to the employee and will cover a variety of medical benefits including prescription drug coverage. Employee may have the option to elect a different group medical plan that includes a premium deduction from the employee's pay warrant.
2. **Dental.** At least one (1) group dental plan will be contracted for confidential employees and eligible dependents at no cost share to the employee and will cover a variety of dental benefits including orthodontic benefits. Employee may have the option to elect a different group dental plan that includes a premium deduction from the employee's pay warrant.
3. **Vision.** At least one (1) group vision plan will be contracted for confidential employees and eligible dependents at no cost share to the employee and will cover a variety of vision benefits including lenses, frames or contact lenses. Employee may have the option to elect a different group vision plan that includes a premium deduction from the employee's pay warrant.
4. **Section 125.** The Section 125 plan allows confidential employees to redirect a portion of salary, on a pre-tax basis, to a flexible spending account to provide reimbursement for two specific types of expenses: Dependent Day Care (DDC) and Unreimbursed Medical (URM). This benefit is offered through the District's approved third-party administrator American Fidelity.
5. **Life Insurance and Accidental Death & Dismemberment Benefit.** This program provides a \$50,000 term group life insurance plan and a \$50,000 Accidental Death & Dismemberment (AD&D) insurance plan to confidential employees. In addition, confidential employees can elect to purchase supplemental term life and/or AD&D coverage on themselves and eligible dependents.

6. **Worker's Compensation.** This program ensures that a confidential employee will have adequate means of support while unable to work as the result of a work-related injury or illness.
7. **Unemployment Insurance.** This program provides that a confidential employee will have some means of support while unemployed through no fault of his/her own.
8. **California Public Employees Retirement System (CalPERS).** The retirement system provides several retirement benefit options. The confidential employee is required to contribute a monthly percentage of their gross wages their individual CalPERS account through pay warrant deductions. Refer to the CalPERS handbook for further information.
9. **Tax-Sheltered Annuity Plan.** Confidential employees have the option to participate in a 403(b) and/or 457 plan to supplement their retirement income.
10. **Chiropractic**
11. **Employee Assistance Program (EAP)**

The District shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each employee who works twenty (20) or more hours per week on a regular basis. Confidential employees who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the last expensive medial package and the package selected by the individual through payroll deductions.

"OPT OUT" Option (Medical Only). Confidential employees who provide proof of other medical coverage may decline enrollment in a medical plan with the District based on the following:

- This option is available on a first-come, first serve basis.
- No more than 10% of members of any plan may elect this option.
- An annual amount of \$3,000 shall be paid to employees who opt out of medical coverage.
- Any member who elects this option shall not be eligible for medical coverages until the next open enrollment period unless a qualifying event occurs.

In the event of a financial hardship as declared by the District, the District agree that the District's contribution per employee for medical/dental/vision/chiropractic/life insurance/EAP package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/EAP package at the time the district claims financial hardship.

5.18 BENEFIT COVERAGE UPON SEPARATION

Confidential employees who separate from the District prior to the age of sixty-five (65) and who were participating in the District health and welfare programs, may continue participation in the District medical/prescription drug coverage plan, subject to subsections (a) and (b) below.

1. Eligibility

- a. Is younger than age sixty-five (65) and at least fifty-five (55) years of age at the time of separation with at least ten (10) years of service as a permanent contract employee with the District; AND
- b. Is otherwise eligible for coverage under the District medical/prescription drug coverage plan except as provided for in subsection (b) below.

2. Conditions

- a. The District will continue on behalf of the qualifying individual at the time of separation, to pay the full amount of the premium.

- b. All benefits under this program shall terminate at the date in which the confidential employee is eligible for Medicare.
- c. In the event that confidential employees who separate from the District under this program, become ineligible to participate in the District-adopted health and welfare programs for any reason other than residency, the District shall have no further obligations under this program, and all benefits shall terminate immediately.

5.19 APPOINTMENTS TO LESS THAN FULL-TIME POSITIONS

Individuals appointed to less than full-time (1.00 FTE) but greater than .499 FTE, shall be entitled to full health/medical, dental, vision, and life insurance benefits. All other benefits provided for under the Plan shall be prorated on the basis of percent of full-time equivalent (FTE) and/or number of months worked.

5.20 EXPENSES AND MATERIALS

1. **PARKING.** The District will waive parking fees at all of their sites/facilities for confidential employees.
2. **MILEAGE.** All confidential employees who are pre-authorized in writing by the District's Human Resources to use their vehicle on District business shall be reimbursed for all miles required by the District to be driven in the performance of assigned duties at a rate established by Internal Revenue Service's Standard Mileage Rate for all District employees and in accordance with Board Policy.
3. **MEALS AND LODGING REIMBURSEMENT.** The District shall reimburse confidential employees for the reasonable cost of meals and lodging in accordance with Board Policy where the employee is on authorized District business requiring him/her to spend the night away from home.

5.21 LAYOFF

Pursuant to Education Code Section 88127, classified employees shall be subject to layoff for lack of work or lack of funds as determined by the District. Education Code Section 88017 provides that layoff may result when a specifically funded program expires.

The order of layoff of a Confidential Employee shall be determined by the length of service. The Confidential Employee who has been employed by the shortest time in the affected classification, including time employed in a higher classification, shall be laid off first.

Notice of Layoff

Seniority:

Computation of Seniority Seniority is based on length of continued service with the DISTRICT as a Confidential Employee. For the purposes of this Article, "length of service" shall be based upon the Confidential Employee's original hire date in the classified service.

Seniority is not earned during periods of separation (e.g., layoffs, unpaid leaves in excess of thirty (30) calendar days, etc.) from the service of the DISTRICT.

Seniority shall be accumulated during absences due to illnesses, , military leave, industrial injury/illness leave paid leaves of absence as long as such seniority is not terminated in accordance with other provisions in this Handbook.

Paid service performed prior to entering into a probationary status for a Confidential classification shall not be credited toward seniority.

A confidential employee transferred from one class to another, or reclassified to a higher class, shall retain their seniority in the former class; seniority in the new class shall begin accumulating on the date of transfer.

Equal Seniority: If two (2) or more confidential employee subject to layoff have equal seniority within the classification, priority shall be given to the confidential employee with the greater overall DISTRICT seniority; if that be equal, determination shall be made within the first six (6) months of hire date by a drawing of numbers conducted by the Office of Human Resources.

Rights in Lieu of Layoff:

Bumping rights: Confidential employees notified of layoff from their present position may bump into the same or previously held classification in which they hold seniority greater than an incumbent. Confidential employees subject to layoff may bump into a position with a higher classification only if they successfully complete probation in that position and have greater seniority than the confidential employee being bumped.

- a. Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step which nearly corresponds to, but does not exceed, the confidential employee's current salary placement.

Optional transfer in lieu of layoff: Confidential employees, upon mutual agreement, may be transferred to vacant positions provided they meet minimum qualifications.

- a. Confidential employees will serve a probationary period of six (6) months for a classification not previously held and shall receive job-specific training.

Voluntary Demotion of Voluntary Reduction of Hours. Confidential employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the confidential employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, for up to sixty-three (63) months. Confidential members shall be offered the option to return to the position with the increase in hours based on their higher seniority as established on the reemployment list.

- a. Bumping into a lower class shall be considered a voluntary demotion and salary placement shall be at the step which nearly corresponds to, but does not exceed, the confidential employee's current salary placement.
- b. Confidential Group members will serve a probationary period of six (6) months for a classification not previously held and shall receive job-specific training.

Layoff in Lieu of Bumping: Confidential employees may elect layoff in lieu of bumping rights and maintain their reemployment rights.

Reemployment Process: A confidential employee who is laid off shall be placed on a thirty-nine (39) month reemployment list.

- a. A confidential employee who takes a voluntary demotion (e.g., bump into a lower classification) or reduction in hours shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months on the reemployment list provided that tests of fitness under which they qualified for appointment to the class still apply.
- b. If, during a confidential employee's eligibility period for reemployment, a classification becomes vacant to which the confidential employee has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, to the last known address of such member(s). The confidential employee shall be required to maintain their current mailing address on file with the Office of Human Resources.
- c. A confidential employee who receives such notice of reemployment and fails to respond in writing within ten (10) calendar days shall be deemed to have rejected the offer of re-employment.
- d. If the confidential employee in a layoff status accepts the position being offered, the confidential employee shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a confidential employee from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of re-employment.
- e. Confidential employees rejecting an offer of reemployment under the conditions set forth above, on three (3) occasions shall have their name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the confidential employee to the level of pay and status previously held at the time of layoff.
- f. Confidential employees reemployed after being laid off shall be fully restored to their classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.
- g. Confidential employees placed on the thirty-nine (39) month, or sixty-three (63) month reemployment list shall be reemployed in the highest-rated job classification available in accordance with their classification seniority. In order to be appointed to a lower position, the confidential employee must meet the minimum qualifications. Confidential employees who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the higher paid position.

VIII. SAVINGS CLAUSE

If during the life of this Plan, there exists any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provisions of this Plan, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Plan shall not invalidate any remaining portions which shall continue in full force and effect.

IX. APPENDIX A

CONFIDENTIAL CLASSIFICATIONS AND SALARY COMPENSATION SCHEDULE


RANGE	POSITION	STEP									
		A	B	C	D	E	F	G	H	I	J
1		\$ 27.71	\$ 28.57	\$ 29.46	\$ 30.37	\$ 31.31	\$ 32.27	\$ 33.27	\$ 34.27	\$ 35.30	\$ 36.37
2		\$ 28.40	\$ 29.28	\$ 30.20	\$ 31.13	\$ 32.08	\$ 33.08	\$ 34.10	\$ 35.12	\$ 36.18	\$ 37.26
3		\$ 29.12	\$ 30.02	\$ 30.94	\$ 31.90	\$ 32.90	\$ 33.91	\$ 34.96	\$ 36.00	\$ 37.09	\$ 38.19
4	▪ Recruitment Specialist	\$ 29.85	\$ 30.76	\$ 31.73	\$ 32.70	\$ 33.72	\$ 34.76	\$ 35.83	\$ 36.90	\$ 38.01	\$ 39.15
5		\$ 30.59	\$ 31.54	\$ 32.51	\$ 33.52	\$ 34.55	\$ 35.62	\$ 36.72	\$ 37.83	\$ 38.97	\$ 40.14
6		\$ 31.36	\$ 32.32	\$ 33.33	\$ 34.36	\$ 35.42	\$ 36.51	\$ 37.65	\$ 38.78	\$ 39.94	\$ 41.13
7		\$ 32.13	\$ 33.14	\$ 34.16	\$ 35.23	\$ 36.30	\$ 37.43	\$ 38.59	\$ 39.74	\$ 40.94	\$ 42.17
8		\$ 32.94	\$ 33.96	\$ 35.02	\$ 36.10	\$ 37.21	\$ 38.36	\$ 39.55	\$ 40.74	\$ 41.96	\$ 43.22
9		\$ 33.77	\$ 34.82	\$ 35.90	\$ 37.00	\$ 38.14	\$ 39.32	\$ 40.55	\$ 41.75	\$ 43.01	\$ 44.30
10	▪ Human Resources Coordinator	\$ 34.61	\$ 35.69	\$ 36.79	\$ 37.92	\$ 39.09	\$ 40.31	\$ 41.55	\$ 42.80	\$ 44.09	\$ 45.41
11		\$ 35.48	\$ 36.58	\$ 37.70	\$ 38.87	\$ 40.08	\$ 41.31	\$ 42.59	\$ 43.87	\$ 45.19	\$ 46.54
12		\$ 36.37	\$ 37.49	\$ 38.64	\$ 39.85	\$ 41.08	\$ 42.34	\$ 43.66	\$ 44.97	\$ 46.31	\$ 47.70
13		\$ 37.28	\$ 38.42	\$ 39.62	\$ 40.84	\$ 42.10	\$ 43.41	\$ 44.75	\$ 46.09	\$ 47.47	\$ 48.90
14		\$ 38.21	\$ 39.40	\$ 40.61	\$ 41.86	\$ 43.16	\$ 44.50	\$ 45.87	\$ 47.24	\$ 48.67	\$ 50.12
15	▪ Human Resources Generalist	\$ 39.16	\$ 40.37	\$ 41.62	\$ 42.91	\$ 44.23	\$ 45.60	\$ 47.01	\$ 48.43	\$ 49.88	\$ 51.37
16		\$ 40.14	\$ 41.38	\$ 42.66	\$ 43.97	\$ 45.34	\$ 46.74	\$ 48.20	\$ 49.64	\$ 51.12	\$ 52.66
17		\$ 41.15	\$ 42.42	\$ 43.72	\$ 45.07	\$ 46.48	\$ 47.91	\$ 49.40	\$ 50.88	\$ 52.41	\$ 53.97
18		\$ 42.17	\$ 43.47	\$ 44.82	\$ 46.21	\$ 47.63	\$ 49.12	\$ 50.63	\$ 52.16	\$ 53.71	\$ 55.32
19	▪ Human Resources Analyst	\$ 43.22	\$ 44.56	\$ 45.94	\$ 47.36	\$ 48.83	\$ 50.34	\$ 51.88	\$ 53.45	\$ 55.05	\$ 56.70
20		\$ 44.31	\$ 45.68	\$ 47.10	\$ 48.54	\$ 50.05	\$ 51.59	\$ 53.19	\$ 54.79	\$ 56.43	\$ 58.12
21		\$ 45.42	\$ 46.82	\$ 48.27	\$ 49.76	\$ 51.30	\$ 52.89	\$ 54.52	\$ 56.16	\$ 57.84	\$ 59.59
22	▪Executive Administrative Assistant to the Chief Human Resource Officer * ▪Executive Administrative Assistant, President's Office * ▪ Senior Executive Administrative Assistant *	\$ 46.54	\$ 48.00	\$ 49.47	\$ 51.00	\$ 52.58	\$ 54.20	\$ 55.89	\$ 57.56	\$ 59.28	\$ 61.06
23	▪ Administrative Officer to the Chancellor *	\$ 47.70	\$ 49.19	\$ 50.71	\$ 52.28	\$ 53.90	\$ 55.56	\$ 57.28	\$ 59.00	\$ 60.77	\$ 62.59
24	▪ Human Resources Senior Analyst *	\$ 48.91	\$ 50.42	\$ 51.98	\$ 53.59	\$ 55.25	\$ 56.95	\$ 58.72	\$ 60.47	\$ 62.29	\$ 64.15

* Supervisory
Reflects 4.5% increase effective 7/1/2023

RANGE	POSITION	STEP									
		A	B	C	D	E	F	G	H	I	J
25		\$ 50.13	\$ 51.69	\$ 53.28	\$ 54.93	\$ 56.63	\$ 58.37	\$ 60.18	\$ 61.98	\$ 63.85	\$ 65.76
26		\$ 51.38	\$ 52.97	\$ 54.61	\$ 56.30	\$ 58.05	\$ 59.84	\$ 61.69	\$ 63.54	\$ 65.44	\$ 67.40
27		\$ 52.67	\$ 54.29	\$ 55.97	\$ 57.70	\$ 59.49	\$ 61.32	\$ 63.22	\$ 65.12	\$ 67.08	\$ 69.10
28		\$ 53.98	\$ 55.66	\$ 57.37	\$ 59.16	\$ 60.98	\$ 62.86	\$ 64.80	\$ 66.75	\$ 68.75	\$ 70.82
29		\$ 55.33	\$ 57.05	\$ 58.81	\$ 60.62	\$ 62.50	\$ 64.43	\$ 66.43	\$ 68.43	\$ 70.47	\$ 72.59

X. APPENDIX B

CONFIDENTIAL EVALUATION FORM

		Direct Manager: MANAGER NAME
EMPLOYEE NAME		
Biennial Confidential Evaluation Program I (due 04/30/____) Due Date: _____		
General Information		
Position	Division	Evaluation Type
Department	Class Spec	
Ratings Summary :		
Rater	Type	
EMPLOYEE NAME	Self Rater	
MANAGER NAME	Rater	
Content		
Narrative Section Text Only		
Performance Narrative		
Accomplishments		
Discuss accomplishments/successes during the current evaluation period.		
Rater	Comment	
EMPLOYEE NAME		
MANAGER NAME		
Challenges		
Discuss challenges experienced during the current evaluation period.		
Rater	Comment	
EMPLOYEE NAME		
MANAGER NAME		

Professional Development

Describe any efforts or activities undertaken for professional growth and development during the current evaluation period. Indicate activities or training you would like to participate in for professional growth and development.

Rater	Comment
-------	---------

EMPLOYEE NAME

Test Manager

Support

Describe ways in which the district and/or supervisor can assist in achieving your goals for the next evaluation period.

Rater	Comment
-------	---------

EMPLOYEE NAME

MANAGER NAME

Future Goals

Describe any goals you wish to set for the upcoming evaluation period.

Rater	Comment
-------	---------

EMPLOYEE NAME

MANAGER NAME

Additional Comments (if any):

Rater	Comment
-------	---------

EMPLOYEE NAME

MANAGER NAME

Competency Section | Classified 5-Point Ratings

Measures of Performance

Job Knowledge

Demonstrates comprehensive and up to date knowledge of the job and understands how the job relates to other operations within and outside of the department. Has the functional and technical knowledge and skills to perform at a high level of accomplishment.

Rater & Rating	Comment
----------------	---------

MANAGER NAME

Work Quantity

Amount of work performed

Rater & Rating

Comment

MANAGER NAME

Attention to Detail

Is thorough and accurate in all assignments. Diligently attends to details and maintains a high degree of quality in one's work.

Rater & Rating

Comment

MANAGER NAME

Planning

Accurately scopes out length and difficulty of tasks and projects. Sets goals and objectives, and includes appropriate people in planning process.

Rater & Rating

Comment

MANAGER NAME

Attendance

Punctual, observe work hours and rest periods

Rater & Rating

Comment

MANAGER NAME

Team Work

Works collaboratively with others, gets help when needed, shares knowledge, and contributes to a positive work environment.

Rater & Rating

Comment

MANAGER NAME

Dependability

Can be relied upon consistently

Rater & Rating

Comment

MANAGER NAME

Narrative Section | Text Only

Employee Development

Development Area

Indicate the result or characteristic area(s) needing improvement for current job responsibilities.

Rater Comment

MANAGER NAME

Development Activity

Indicate training, special assignments, project, job rotation, etc.

Rater Comment

MANAGER NAME

Career Advancement: Development Area

Indicate the result or characteristic area (s) needing improvement for enhancing opportunities for career development.

Rater Comment

MANAGER NAME

Career Advancement: Development Activity

Indicate training, special assignments, project, job rotation, etc.

Rater Comment

MANAGER NAME

Evaluation Overall Section | Text Only

Overall Assessment

Provide an overall assessment of the employee's performance during the evaluation period, and specify major strengths and areas needing improvement.

Notes & Attachments

Created By
System

Created On
DATE

Attachment

Confidential Handbook -
Section 5.13
Evaluations.pdf

Note
Confidential Handbook Section 5.13 - Evaluations

Process

Rater Certification Message: By clicking certify and submit, you confirm that your rating is complete and accurate. Once your rating is submitted, you will no longer be able to make changes without administrator assistance.

1

Rater
EMPLOYEE NAME

2

Rater
MANAGER NAME

3

Signature
EMPLOYEE NAME

X _____

4

Signature
MANAGER NAME

X _____