



Confidential Employee Handbook

Professional Development/Evaluation Plan

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SECTION 1

Preamble

It has been and will continue to be the policy of the San Bernardino Community College District ("SBCCD") and its Governing Board that discrimination shall not occur in the operation of any of our employment programs and that all employees shall be guaranteed the right of equal employment opportunity and shall be treated without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, gender, gender identity, gender expression, age, sexual orientation, military, and veteran status, or because an individual is perceived to have one or more of the foregoing characteristics.

Employee Acknowledgment

I hereby acknowledge that it is my responsibility to access the San Bernardino Community College District Confidential [Employee Handbook Professional Development/Evaluation Plan](#) (hereinafter referred to as the "Handbook") online. 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 (to be signed and returned to the Office of Human Resources).

I acknowledge that additional regulations, policies and procedures, and laws are in the [SBCCD Board Policies and Procedures](#) on the SBCCD website.

The information in this Handbook is subject to change. I understand that changes in SBCCD policies and procedures may supersede, modify or eliminate the information summarized in this Handbook. As SBCCD provides updated policy and procedure 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

Introduction

The San Bernardino Community College District Confidential Employee Handbook and Professional Development/Evaluation Plan (hereinafter referred to as the "Handbook") is designed to cover employees of the San Bernardino Community College District ("SBCCD") who have been designated as "confidential" in accordance with the provisions of the California Education Code and the California Government Code Section §3540.1.

Based upon various legislative changes and conditions that occur within public education, the SBCCD 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 Governing Board and implemented under the delegated authority of the Chancellor or their designee. This structure provides the required emphasis for the special needs of the confidential group, including the following:
 - The varying fiscal conditions in the state, coupled with changes in SBCCD enrollment patterns, and 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; and
 - An awareness of public policy, educational futures, and changing social conditions, all of which influence the environment surrounding higher education, which directly impacts all SBCCD 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 necessitate 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 compensation, appointments, advancement, employment status, education and development, evaluation, layoff, leaves, benefits, 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 or their designee.

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.

Responsibilities of Individuals

Responsibilities are set forth in the [respective classification specifications](#) (i.e., job descriptions) for each confidential position.

Confidential Professional Development

The SBCCD shall establish integrated professional development plans consistent with the Educational Master Plans and the SBCCD strategic priorities. Need assessments surveys will be conducted at least annually to identify professional development needs among confidential employees.

Professional Development Objectives

- To facilitate and enhance the effectiveness of confidential employees through the 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 SBCCD must operate.
- To provide a confidential evaluation process that encourages higher levels of performance and recommends specific areas of professional development activities.

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 course description of programs and activities that qualify as professional growth and development is provided below:

1. **Job-Related Courses:** Subject matter related to position occupied by a confidential employee; for example, technology, leadership, verbal and written communication skills, customer service, or related to position to which the confidential employee might logically advance from current position, or 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 confidential employee's education, knowledge, and understanding of the college and the community, in the belief that an enlightened, educated confidential employee is a better confidential employee.

3. **Noncredit Courses:** Courses such as conferences, workshops, or seminars are those which meet the requirements for which grades are not normally awarded or non-college level courses and ungraded courses, such as conferences, workshops, or seminars.

Service in job-related educational or professional associations, including holding elective office in: (1) local association: one unit for full year in office or (2) county, state or national association: one unit for full year in office.

SECTION 3

Compensation

The salary structure consists of a classification salary schedule that establishes a salary range, including step placements, for each confidential position. 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 the SBCCD for the confidential employees. 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
- Peralta Community College District
- Ohlone Community College District
- San Mateo County Community College District
- West Valley/Mission Community College District

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

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 with 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 or their designee, who shall recommend placement on the salary schedule to the Governing Board for approval.

Differential Pay

Shift differential pay shall be paid at a rate of 2.5% for confidential employees assigned to the swing shift or split shift, and 5% for confidential employees assigned to the graveyard shift. Approval for any shift change or overtime must be obtained in advance from the confidential employee's immediate supervisor.

Definitions:

- a. **Swing:** When the regular assigned working hours go beyond 7:30 p.m. for at least three (3) of the five (5) normal workdays, SBCCD shall pay a shift differential at the rate of 2.5% of the confidential employee's daily rate for a swing shift. Alternative work schedules such as nine/eighty (9/80) and four/ten (4/10) are excluded from receiving a swing shift differential.

- b. **Graveyard:** When the regular assigned working hours go beyond 12 midnight by more than three (3) hours per shift on at least three (3) of the five (5) normal workdays, the SBCCD shall pay a shift differential at the rate of 5% of the confidential employee's daily rate for a graveyard shift (regular five-day consecutive workweek). Alternative work schedules such as nine/eighty (9/80) and four/ten (4/10) are excluded from receiving a swing shift differential.
- c. **Split:** When hours of work regularly assigned are split by a break of two or more hours. Confidential employees must work this shift for at least three (3) of the five (5) normal workdays.

Longevity Pay

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

YEARS OF SERVICE WITH THE SBCCD	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

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. 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, a confidential employee must qualify for inclusion in the Retirement Program, i.e., must be employed half-time or more.

Section 4

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 confidential employees to have work schedules that help the confidential 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 and lunch periods may not be combined, used during the first or last hour of the assigned workday, or used to shorten the workday.

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 SBCCD. 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. Rest periods and lunch periods may not be combined, used during the first or last hour of the assigned workday, or used to shorten the workday.

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

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 SBCCD 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.

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 SBCCD 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 Office of Human Resources. Should the confidential employee work out of classification, it shall not exceed a total of 960 hours within one (1) fiscal year.

Section 5

Classification Review

The SBCCD 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 SBCCD. The procedures set forth herein will provide for classifications to be reviewed when it can be demonstrated that there have been significant change(s) in duties/responsibilities and accountability.

Reclassification Requests

A position may be considered for reclassification which is initiated by a confidential employee or the immediate supervisor once the confidential employee 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.

Reclassification Procedure

The reclassification request will be completed by using the "Position Description Questionnaire Form" (accessible via the SBCCD intranet). The form must be signed by the confidential employee and the immediate supervisor. The Position Description Questionnaire Form must be submitted to the Office of Human Resources by the confidential 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 SBCCD 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 confidential employee's immediate supervisor; and
- Any other relevant information requested by the Vice Chancellor of Human Resources, Police Services, Emergency/Employee Risk Management & Payroll 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
- Peralta Community College District
- Ohlone Community College District
- San Mateo County Community College District
- West Valley/Mission Community College District

When necessary, additional sources may be identified.

The Office of Human Resources shall issue a written recommendation for classification and salary range based on the complete analysis. In addition, if a revised or new job description is warranted, the recommendation shall be presented to the Vice Chancellor of Human Resources, Police Services, Emergency/Employee Risk Management & Payroll Services. The Vice Chancellor of Human Resources, Police Services, Emergency/Employee Risk Management & Payroll Services or their designee, shall review these recommendations and, if necessary, meet with the classification professional, appropriate SBCCD Administrators and Chancellor and/or schedule subsequent meetings with the confidential employee. The effective date of the approved reclassification shall be the date the application was date-stamped received by the Office of Human Resources.

Appeals

If the confidential employee disagrees with the reclassification decision, they 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 Office of Human Resources Department within ten (10) 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, Police Services, Emergency/Employee Risk Management & Payroll Services, or designee, with a member of the Office of Human Resources serving as a resource.

The Appeal Panel will consider the appeal within thirty (30) days upon receipt of the written appeal. The results of the Appeal Panel meeting will be communicated to the confidential employee and their immediate supervisor in writing within ten (10) days of the meeting. If the Appeal Panel recognizes errors and/or omissions, the recommendation shall be revised. The determination of the Appeal Panel is final with no further appeal possible.

Section 6

Personnel Actions and Records Administration

Personnel Files

There shall be one (1) official SBCCD personnel file for each confidential employee. The material in the official SBCCD personnel file shall be considered and used as the only official personnel record of the SBCCD in any matter affecting the status of the confidential employee's employment with the SBCCD. 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 the Office of Human Resources or designee, when it is deemed necessary for the proper administration of the SBCCD'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 to rebuttal within ten (10) 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.

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. Confidential employees who are in confidential classifications are evaluated and retained based on such factors as performance, contribution, and value to the SBCCD. Those confidential employees who are classified regularly and are placed in or promoted to confidential positions shall retain any earned status rights and retreat rights.

Transfers

For the purpose of this section, a "transfer" shall mean the voluntary relocation of a confidential employee from one department, College, or site to another within the same classification.

The SBCCD 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) days of notice of the vacancy by the administration. The transfer request shall be submitted in writing to the Office of Human Resources. Prior to creation of a vacancy, a confidential employee may also request a transfer by filing an appropriate written request with the Office of Human Resources. In either case, the confidential employee shall be considered for the vacancy before any new confidential 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 immediate supervisor. The SBCCD reserves the right to approve or disapprove of any transfer request.

Promotions

A promotion shall be defined as a confidential employee being moved to a higher classification with a corresponding higher starting salary for that higher classification. A confidential employee promoted shall be given a five (5) percent salary increase over their present salary and shall be placed on the step of the range of their new classification which most nearly corresponds to the five (5) percent increase but not less than such increase.

Section 7

Evaluation Plan

The purpose of an evaluation shall be to provide constructive feedback that will assist confidential employees with continuous improvement of performance in line with SBCCD expectations and performance standards.

- **Performance Evaluation Form:** The performance evaluation shall be submitted by using the **Employee Performance Evaluation Form** (accessible via the SBCCD intranet).
- **Performance Evaluation Evaluator:** The evaluator shall be the confidential employee's immediate supervisor unless otherwise designated by the SBCCD; however, the evaluator shall only be a person of management at the SBCCD.

Performance Evaluation – Frequency

- **Probationary Confidential Employee:** The SBCCD shall evaluate probationary confidential employees by the completion of their four (4) month, eight (8) month, and twelve (12) month of probationary service. Probationary confidential employees shall be required to serve in a probationary status for twelve (12) months from the date appointed to the position classification.
- **Permanent Confidential Employee:** The SBCCD shall evaluate permanent confidential employees once every year during their anniversary month (for purposes of this section, "anniversary month" shall mean the month the confidential employee started in their current classification) except in emergency circumstances or when the confidential employee is on leave.

The SBCCD retains its prerogative to make additional evaluations as it deems necessary.

Performance Evaluation - Timeline and Components

The comprehensive performance evaluation for confidential employees shall be comprised of the following two (2) distinct components:

- **Confidential Employee's Self-Assessment.** As part of the performance evaluation process, each confidential employee shall complete the self-assessment portion of the **Employee Performance Evaluation Form** (accessible via the SBCCD intranet) during the month prior to their anniversary month and shall be given a reasonable amount of paid time to complete it. The self-assessment shall be shared with the evaluator and will become part of the evaluation report; and
- **Evaluator's Evaluation.** As part of the performance evaluation process, the evaluator shall prepare the confidential employee's performance evaluation by completing the **Employee Performance Evaluation Form** (accessible via the SBCCD intranet). In the event the overall performance evaluation rating is "Performance Needs Improvement" or "Unsatisfactory Performance," the evaluator, in consultation with the Office of Human Resources, shall develop a written Performance Improvement Plan (PIP).

Performance Evaluation - Conference

The evaluator shall meet with the confidential employee and shall discuss and review the **Employee Performance Evaluation Form**. In the event, the overall confidential employee performance evaluation rating is: "Performance Needs Improvement" or "Unsatisfactory Performance," the evaluator, in consultation with the Office of Human Resources shall develop a written Performance Improvement Plan (PIP).

Performance Evaluation - Employee Acknowledgment and Response

A confidential employee may acknowledge that they have received the performance evaluation by electronically signing and dating the evaluation; however, the confidential employee's electronic signature does not reflect either agreement or disagreement with the performance evaluation. In the event that the confidential employee does not electronically sign the performance evaluation, the evaluator shall state on the performance evaluation

form that the confidential employee refused to sign and shall identify the date on which they discussed and reviewed the performance evaluation with the confidential employee.

A confidential employee may be provided with thirty (30) calendar days to provide a written response and/or documentation to the performance evaluation. A confidential employee's written response and/or documentation shall be filed in accordance with SBCCD's online performance evaluation system and shall become part of the confidential employee's personnel file.

Section 8

Education Reimbursement

Education Reimbursement (District Campuses): Employee

The SBCCD 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) SBCCD campuses, provided all of the following conditions are satisfied:

- All classes must be taken outside of the regular scheduled working hours of the confidential employee.
- Only those classes offered by either of the two (2) SBCCD campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, a confidential 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 confidential employee.
- All courses for which a confidential employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Office of Human Resources. If the request by the immediate supervisor is denied, it may be appealed to the Chancellor.

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 SBCCD 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 SBCCD 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 Office of Human Resources. If the request by the immediate supervisor is denied, it may be appealed to the Chancellor.

Educational Reimbursement: Benefit Eligible Dependents

The SBCCD 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) SBCCD campuses provided all of the following conditions are satisfied:

- Only those classes offered by either of the two (2) SBCCD campuses shall qualify for fee reimbursement.

- To qualify for enrollment fee reimbursement, the confidential 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 confidential employee and their eligible dependents.

Definition of Benefit Eligible Dependent

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

- Child up to age 25
- Disabled children over age 19

Section 9

Leaves of Absence

A record of all absences is to be maintained by the Payroll Department. Each month, all confidential employees shall submit to the SBCCD Payroll Department (payroll@sbccd.edu) a signed **Permanent Employee Work Report** documenting all absences for the month.

Confidential employees shall be entitled to any/all leave provisions as provided by State and Federal law and applicable SBCCD policies and procedures. Below is a partial list of the most common types of leaves.

Vacation Leave

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

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

- 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 confidential employee's last working day before termination.
- Vacations shall be scheduled by the SBCCD with consideration being given to the needs of the SBCCD and the preference of the confidential employee. All vacations must be approved in advance by the immediate supervisor.
- When two or more confidential 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 confidential employee(s) if at least one, but not all such confidential 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.
- Confidential employees assigned to positions of fewer than twelve (12) months must take vacation during the period between their first and last day of regular paid status.
- Confidential employees may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the confidential employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination to the Office 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.

Initiated Vacation Cash-Out

Once a confidential employee accrues sixty-four (64) hours of vacation pay, the confidential employee may make a written election to cash-out some or all of the vacation pay that the confidential employee will accrue in the following calendar year. Such election to cash-out vacation pay must be made by the confidential employee on or before December 31st of the year prior to the confidential employee's payout date for the vacation pay being cashed out. Such election will be irrevocable once made.

The payout date for the cashed-out vacation pay will be specified on the cash-out request form, which shall be submitted to the Payroll Department (payroll@sbccd.edu), and must be a date by which the confidential employee will have accrued in such payout year vacation pay which equals or exceeds the amount of vacation pay which the confidential employee has elected to cash-out. Vacation cash-outs shall be paid on the confidential employee's first available open pay cycle. Vacation pay shall be based upon the confidential employee's salary at the time the vacation is taken or cashed out.

Sick Leave

An illness absence shall be an absence of the confidential employee due to illness or disabling condition which prevents the confidential employee from performing their 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 confidential employee from performing assigned duties. 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.

A statement from a physician verifying the confidential employee's illness may be required by the Office of Human Resources. In cases of serious illness or accident, the SBCCD may require confidential personnel to submit a written

release by the doctor before returning to work. The SBCCD also reserves the right to require a physical or mental examination, at the SBCCD's expense, by a physician designated by the SBCCD. Return for limited duty, or less than the normal work schedule, shall not be permitted except where the SBCCD, 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 ninety-six (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 confidential employee at the beginning of each fiscal year, with the exception of probationary confidential employees who are entitled to only six (6) days of sick leave before serving six (6) months. Sick leave shall be taken in increments of not less than half an hour. A confidential 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.

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 confidential employees specified above. Confidential employees who work less than twelve (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 (1) calendar year or more, and who is employed by this SBCCD within one year of termination from such other California Public School District, shall have earned sick leave in the previous district transferred to this SBCCD. Unused sick leave may, under certain circumstances, be converted to service credit at retirement as determined by the public retirement system.

Extended Illness Leave

A confidential employee shall be credited on July 1st of each fiscal year with the total of one hundred (100) working days of paid extended sick leave, excluding sick days. Such days of paid extended sick leave in addition to those days of sick leave shall be compensated at fifty (50%) percent of the confidential employee's regular salary; the fifty (50%) percent extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted. Such additional days shall be exclusive of any other paid leaves, holidays, vacation, or compensatory time to which the confidential employee may be entitled. Any remaining fifty (50%) percent extended sick leave will not carry forward to the next fiscal year. At the conclusion of the one hundred (100) working days of fifty (50%) percent extended sick leave, the confidential employee may elect to use any other available leaves.

Personal Necessity Leave

Confidential employees may use up to a maximum of fifty-six (56) hours of accumulated, full-salary sick leave credit may be used for personal necessity leave in each fiscal. Part-time confidential employees shall receive the proportion of the fifty-six (56) hours for personal necessity leave. Request for such leave of absence shall be submitted to the immediate supervisor at least five (5) days in advance of taking such leave unless an emergency makes such notice impossible, 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 a

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 personal necessity leave and personal necessity leave pay:

- The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
- Payment for such absence.
- Personal necessity leave shall not be used to compensate any confidential employees whose absence results from participation in a strike, work stoppage, work slowdown, 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.

Bereavement Leave

This Handbook provides a confidential employee with up to five (5) days of bereavement leave on account of the death of a member of their immediate family. Member of the immediate family means the mother, father, grandparent or grandchild of the confidential employee or the spouse of the confidential 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 confidential employee or a designated person identified by the confidential employee at the time the confidential employee requests the leave. Absences due to bereavement leave shall be recorded on the confidential employee's work report, including relation to the confidential employee or spouse. Leave taken pursuant to this section does not need to be used consecutively. If a confidential employee requires more time than allocated for bereavement leave, a confidential employee may use other applicable leave(s) to extend their bereavement leave.

In order to receive bereavement leave, a confidential employee must notify their immediate supervisor prior to the start of the confidential employee's regular work shift unless such notification is feasible. In such case, notification shall be made as soon as is feasible. Upon request, after the return of a confidential employee from bereavement leave, the SBCCD may require necessary proof that the confidential employee meets the requirements of eligibility for bereavement leave.

Jury Duty Leave

When a confidential employee is absent because of a mandatory court appearance as a juror, said confidential employee shall suffer no monetary loss by reason of said service. Such confidential employees shall receive their regular salary upon receipt by the SBCCD of valid jury duty verification but shall reimburse to the SBCCD 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 Payroll Department (payroll@sbccd.edu). Upon verification of jury service, the confidential employee shall receive their regular salary for the period of absence attributable to that service.

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

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, a confidential employee must have completed twelve (12) months of service with the SBCCD at the start of the parental leave. Confidential 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 fifty percent (50%) of salary while out on parental leave, not to exceed twelve (12) weeks.

Industrial Leave

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. For the purposes of this section, an industrial accident or illness leave shall be defined as disability absences resulting from an injury or illness, as solely determined to be an accepted Workers' Compensation claim by the SBCCD's Workers' Compensation insurer or Claims Administrator.

The SBCCD provides a maximum of sixty (60) working days of pay leave for each industrial accident or illness commencing on the first day of absence. Industrial accident or illness leave shall not accumulate from year to year. Industrial accident or illness leave shall commence on the first (1st) day of absence. All absences or leaves related to industrial accident or illness leave shall run concurrently with any time eligible to the confidential employee under existing federal and state laws (Family Medical Leave Act ("FMLA"), California Family Rights Act ("CFRA"), etc.).

In the event that an absence has not been approved as a valid industrial accident or illness leave when the payroll for the confidential employee is being computed, the confidential employee's sick leave balance will be charged for any absences which have been supported by a workers' compensation physician's written statements. Upon subsequent notification that the absence has been accepted as an industrial accident or illness leave, the regular sick leave balance will then be adjusted to its previous balance. The SBCCD or its representative shall comply with legal notification requirements (currently ninety [90] days) for notifying confidential employees of acceptance or rejection of a claim. When an industrial accident or illness absence occurs, the confidential employee shall be paid a salary which, when added to the workers' compensation benefit amount, will yield full salary. During a paid leave of absence, the confidential employee shall endorse to the SBCCD all workers' compensation benefit checks received for industrial accident or illness. The SBCCD, 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.

When all industrial leave and sick leave benefits have been exhausted, the confidential employee must be placed on the reemployment list for a period of 39 months.

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. Confidential employees or probationary confidential employees whose combined SBCCD service and military service total one (1) 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.

Catastrophic Leave Donation Program

The purpose of this program is to permit confidential employees with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or compensatory time leave from SBCCD employees. All requests submitted to the Office of Human Resources are handled with confidentiality and upheld throughout the process. The SBCCD will make every effort to protect the identity and privacy of the catastrophic illness recipient.

For purposes of this section, a catastrophic illness or injury is defined as one which is expected to incapacitate the confidential employees or a member of their family for an extended period of at least forty-five (45) or more calendar days, and taking extended time off work creates a financial hardship for the confidential employee because they have exhausted all of their sick leave, extended sick leave, and other paid time off (e.g., vacation, compensatory time, holidays (including birthday holiday)). For purposes of this section, eligible leave credits are: sick leave, vacation, and compensatory time.

A catastrophic leave donation request may be initiated immediately, using the process defined below, at the moment the need is known. However, catastrophic leave will not begin until all leaves have been exhausted as defined in this section. The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of twelve (12) consecutive months.

For purposes of this section, "family" means the mother, father, grandmother, grandfather, or a grandchild of the confidential employee or of the spouse/registered domestic partner of the confidential employee, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the confidential employee, or any relative living in the immediate household of the confidential employee.

Recipient Requirements:

- a. Is a regular, non-probationary confidential employee who has exhausted all available paid leave credits as reference above, including sick leave, vacation, and compensatory time;
- b. Must use any paid leave credits that they continue to accrue on a monthly basis prior to using received paid leave pursuant to this section;
- c. Is incapacitated/absent for an extended period of time no less than forty-five (45) calendar days;
- d. Is incapacitated during assigned time;
- e. May use donated time in partial day increments;
- f. May initially request not more than sixty (60) days. A confidential employee may request an additional sixty (60) days by filing an additional request;
- g. Recipient must fill out the **Catastrophic Leave Donation Program Application** (accessible via the SBCCD's intranet), which must be requested from the Office of Human Resources. Any SBCCD employee, supervisor, family member, Office of Human Resources, or the recipient's medical provider may request catastrophic leave benefits on behalf of the recipient;
- h. A portion of the **Catastrophic Leave Request Donation Program Application** (accessible via the SBCCD's intranet) requires a written statement from a medical provider, which verifies catastrophic illness or injury

of the recipient or the recipient's immediate family member as defined above. In the event a medical provider is unable or unwilling to fill out their portion of the **Catastrophic Leave Request Donation Program Application** (accessible via the SBCCD's intranet), a separate written statement from a medical provider which provides the answers to all of the relevant healthcare provider questions on the **Catastrophic Leave Request Donation Program Application** (accessible via the SBCCD's intranet) will be accepted; and

- i. Must use all donated leave within a twelve (12) consecutive month period following the donations. If the recipient returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if time remains available, within the same twelve (12) month period.

The Office of Human Resources shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this section. Pledged donated leaves can be used only for the specified catastrophic injury or illness. A different catastrophic injury or illness must be handled as a separate second incident. If the SBCCD has reasonable cause to believe there is abuse of the catastrophic leave policy by a confidential employee, the SBCCD may require additional medical verification from a medical provider selected by the SBCCD at the SBCCD's expense.

The Office of Human Resources will notify SBCCD employees in writing of the need for donations of catastrophic leave credits and collect all signed Catastrophic Donation Forms. The Office of Human Resources will notify the Payroll Department of donated hours. The Payroll Department will deduct donated hours from the donor and credit donated hours to the recipient. The Office of Human Resources and the Payroll Department will keep a record of all donated leave credits.

Section 10

Holidays

Each confidential employee covered by this Handbook 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
- Winter Break (Six (6) days from December 24th - December 31st) - shall incorporate:
 - Day in lieu of Native American Day
 - Day in lieu of Shopping Day
 - Fall Semester Recess Period
 - Day in lieu of Admissions Day
- New Year's Day
- Dr. Martin Luther King Jr. Day
- Lincoln's Day
- Washington's Day
- Memorial Day

- Juneteenth Day

Birthday Holiday

Confidential employees will be given a birthday holiday, which will be recognized as an additional holiday. The birthday holiday is to be taken at the discretion of the confidential employee with at least five (5) working days' written request using the **Classified Time Off Request Form** (accessible via the SBCCD intranet) to the immediate supervisor. This day must be scheduled within the calendar year and may not be accumulated. Probationary confidential employees shall be eligible to use the birthday holiday upon passing probation.

Holidays on Sunday or Saturday

Unless otherwise negotiated, when a holiday herein listed falls on Sunday, the following Monday shall be deemed to be the holiday. Unless otherwise negotiated, when a holiday herein falls on Saturday, the preceding Friday shall be deemed to be the holiday with the exception of Lincoln's Day, which shall be taken to coincide with the adopted school schedule in accordance with Education Code Section 88203.

Additional Holidays

Confidential employees shall be entitled to such additional holidays, other than those in this section as are mandated by the United States President, the Governor, or the Board of Trustees under Education Code Section 88203.

When a holiday falls on a day for which a confidential employee is not scheduled to work as a result, the confidential employee 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 alternative work schedule ("AWS"), the number of hours scheduled to work per day equals the number of hours granted for the holiday.

Section 11

Health Benefit Plans

The SBCCD provides its confidential employees covered under this Plan with a variety of health benefit programs, which can be found on the SBCCD intranet. In the event of a financial hardship, as declared by the SBCCD, the SBCCD agrees that the SBCCD's contribution per confidential 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 SBCCD claims financial hardship.

Benefit Coverage Upon Separation

Confidential employees who separate from the SBCCD prior to the age of sixty-five (65) and who were participating in the SBCCD health and welfare programs may continue participation in the SBCCD 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 confidential employee with the SBCCD; AND

- b. Is otherwise eligible for coverage under the SBCCD medical/prescription drug coverage plan except as provided for in subsection (b) below.
- 2. Conditions:
 - a. The SBCCD 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 SBCCD under this program, become ineligible to participate in the SBCCD-adopted health and welfare programs for any reason other than residency, the SBCCD shall have no further obligations under this program, and all benefits shall terminate immediately.

Section 12

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 Education Code Section 88017, which 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.

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. 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. Confidential employees will serve a probationary period for a classification not previously held and shall receive job-specific training

Voluntary Demotion or 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 employees will serve a probationary period 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.

Computation of Seniority

Seniority is based on length of continued service with the SBCCD as a confidential employee. For the purposes of this section, "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 SBCCD.
- Seniority shall be accumulated during absences due to illnesses, military leave, industrial injury/illness leave, or other 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 employees subject to layoff have equal seniority within the classification, priority shall be given to the confidential employee with the greater overall SBCCD 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.

Reemployment Process

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

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.

If, during a confidential employee's eligibility period for reemployment, a classification becomes vacant to which the confidential employee has a return privilege, the SBCCD 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.

1. 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.
2. 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.
3. 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.

Section 13

Savings Clause

If during the life of this Handbook, there exists any applicable rule, regulation, or order issued by governmental authority other than the SBCCD which shall render invalid or restrain compliance with or enforcement of any provisions of this Handbook, 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 Handbook shall not invalidate any remaining portions which shall continue in full force and effect.