



**Chaffey Community College District  
Confidential Professional Development /Evaluation  
Personnel Plan**

**2020-2023**



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**PREAMBLE**

It has been and will continue to be the policy of the college 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, sex (including gender, gender identity, gender expression, pregnancy, and breastfeeding), sexual orientation, national origin, ancestry, marital status, age, medical condition, genetic characteristics or information, military and veteran status, physical or mental disability or the perception that a person has one or more of the foregoing characteristics.

Signed on behalf of the governing board

/s/ Gary Ovitt  
President, Governing Board  
Chaffey Community College District

This Confidential Professional Development/Evaluation Personnel Plan was approved by the Governing Board on May 27, 2021.

## I. INTRODUCTION

The Chaffey Community College District Confidential Professional Development/Evaluation Personnel Plan (herein after referred to as the "Plan") is designed to cover all contract employees of the Chaffey 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. The positions are identified in Appendix A of the Plan.

The need for a comprehensive and fully integrated plan for confidential employees of the District is based upon the following:

- Since confidential classifications are excluded from collective bargaining, personnel and compensation policies and procedures for confidential employees are established under the authority of the governing board and implemented under delegated authority by the superintendent/president. This structure provides the required emphasis for the special needs of the confidential group.
- The varying fiscal conditions in the state, coupled with changes in District enrollment patterns, present additional challenges. Flexibility in the use of limited resources is one appropriate response to these ever-changing fiscal conditions.
- An awareness of public policy, educational futures, and changing social conditions, all of which influence the environment surrounding higher education, are 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 provide incentives that recognize achievement must be improved.
- 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 Plan 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 Plan are the responsibilities of the Office of Human Resources under delegated authority from the superintendent/president.

## II. CONFIDENTIAL FUNCTIONS

Confidential employees provide administrative support to the college's senior management group.

### **III. RESPONSIBILITIES OF INDIVIDUALS**

Responsibilities are set forth in the respective classifications for each confidential position.

### **IV. CONFIDENTIAL PROFESSIONAL DEVELOPMENT/EVALUATION PERSONNEL PLAN OBJECTIVES**

- To recruit and retain well-qualified persons.
- To facilitate and enhance effectiveness and productive efforts of confidential employees through evaluation of performance and the recognition of accomplishment.
- To provide a system in which the particular abilities, contributions, expertise, and effectiveness of the individual can be considered, along with the level of responsibility of the job performed, in determining appropriate compensation.
- 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 college must operate.
- To establish a salary structure that is indexed, both internally and externally, to comparable institutions.
- To provide a system of fiscal controls within which the superintendent/president approves appropriate salaries for confidential classifications.
- To establish a benefits program that complements the salary program, is appropriate for confidential employees, and is indexed to comparable institutions.
- To provide a confidential evaluation process that encourages higher levels of performance and recommends specific areas of professional development activities.

### **V. BASIC COMPONENTS OF THE PLAN**

#### **5.1 Classification Structure**

Each confidential classification has been placed in one of three broad grade levels. The placement of each classification in a particular level, as reflected in Appendix A, is premised on an assessment of the general skills, knowledge, and qualification requirements needed to perform the assigned duties and responsibilities. Additional criteria that have been considered include, but are not limited to, nature and complexity of program or organizational unit; scope of responsibility; and special job demands.

The following levels have been established to implement the Confidential Professional Development/Evaluation Personnel Plan:

1. Confidential Level I
2. Confidential Level II
3. Confidential Level III
4. Confidential Level IV

## **5.2 Salary Structure**

The salary structure consists of a classification salary schedule with a salary range including steps established for each confidential position.

The classification salary schedule shall be developed based upon a salary survey of the eight community college districts used for salary comparison purposes by Chaffey College for this employee group.

Salary adjustments, authorized under the Plan, provide for adjustments to individual salary rates. All salary adjustments are subject to approval by the superintendent/president.

Effective July 1, 2020, confidential employees shall receive a one-time off schedule payment of \$2,000.

Effective July 1, 2021, the salary schedule shall be increased by COLA.

Effective July 1, 2022, the salary schedule shall be increased by COLA plus 1%.

The governing board may, at its sole discretion, approve salary adjustments other than the salary adjustments provided for in this section.

## **5.3 Salary Administration**

Confidential employees are normally expected to have a variation of experience and proven capabilities. In order to provide the superintendent/president 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 superintendent/president who shall recommend placement on the salary schedule to the governing board for approval.

Longevity: Confidential employees shall be compensated in recognition of accrued continuous time without a break in service and continued satisfactory performance with the District at the following rate:

After eight (8) years and each additional four (4) years, \$105 per month will be granted as a longevity allowance.

Longevity increases are effective July 1, October 1, January 1, and April 1 of each year for confidential employees whose anniversary date falls within that quarter.

#### **5.4 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.

Short-term and permanent change(s) must be documented by the confidential employee and his/her immediate supervisor and forwarded to the director of human resources. In the event the change(s) is both permanent and significant, the director, human resources shall forward the request to the classification consultant, who shall determine the impact of the changes. In the event the classification consultant recommends a change to the classification, the change will be presented for review and approval by the superintendent/president. All such changes shall be effective on the first of the month following the superintendent/president's approval.

Requests for classification review, based upon changed conditions, are to be made on the Chaffey College Request for Reclassification form. The request may be initiated either by the confidential employee or the confidential employee's immediate supervisor.

When the job is changed (e.g., upgrade, title change), an incumbent will at no time be expected to apply for his/her incumbent job/position.

#### **5.5 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 proceeding 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 utilization form 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. The District shall keep a log indicating the persons who have examined a personnel

file as well as the date such examinations were made (other than the regular personnel office staff).

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.

Derogatory material placed in a confidential employee's personnel file may be sealed and removed upon the request of the confidential employee when such material is more than two (2) years old.

## **5.6 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 probationary service. Employees who are in confidential classifications are evaluated and retained on the basis of such factors as performance, contribution, and value to the college. Those employees who are classified regular and are placed in or promoted to confidential positions shall retain any earned status rights and retreat rights.

Confidential employees shall serve a twelve (12) month probationary period.

## **5.7 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 by the immediate supervisor. Overtime is defined to include any time greater than or equal to five (5) minutes worked in excess of the regular workday and in excess of forty (40) hours in any calendar week, 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.

## **5.8 Compensatory Time**

A confidential employee may, with supervisory approval, 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.

#### **5.9 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.

#### **5.10 Transfers**

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

The District shall notify 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, if the request has been submitted within the five (5) working days after posting, the confidential employee shall be considered for the vacancy before any new employee is considered.

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

#### **5.11 Reassignment**

The superintendent/president may reassign confidential employees to any classification/duties that the superintendent/president deems to be necessary to the District's operation and programs. Reassignments shall not be punitive or disciplinary in nature.

**5.12 Reconsiderations**

Requests for reconsideration of personnel decisions, reassignments, or allegations of discrimination shall be submitted to the appropriate administrator, who shall be responsible for submitting the request to the superintendent/ president whose decision shall be final.

**5.13 Promotions**

Confidential employees covered by this Plan may be promoted to a classification with a higher salary either within the same level or in a different level. Such promotions must be to classifications that have been officially established and classified.

**5.14 Evaluation Plan**

Employees in the confidential group shall be evaluated biennially (every two (2) years) on their anniversary date. Probationary confidential employees will be evaluated after six (6) months and twelve (12) months of service, and thereafter every two (2) years on the confidential employee's anniversary date. Evaluation shall form the basis for recommendations for development or other activities related to career development. The District retains the right to conduct special evaluations at any time.

The evaluation process shall include a self-evaluation by the confidential employee and a performance evaluation by the supervisor.

The confidential employee will evaluate his/her performance in the following areas: responsibilities identified in the position description, professional development activities, special projects, and other unanticipated responsibilities (see Appendix E).

The manager will evaluate the performance of the confidential employee taking into consideration the confidential employee's self-evaluation. The evaluation (Appendix F) will be comprised of the following components:

- (a) Performance of responsibilities as defined in the position description.
- (b) Areas for professional growth.
- (c) 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

- (d) 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

#### 5.14.1 Performance Conference

The confidential employee and the manager will agree upon a mutually convenient time to review the confidential employee's evaluation, no later than the completion date set forth by the District.

The manager and the confidential employee will review the results. Originals will be forwarded to the director of human resources, who will arrange to place them in the confidential employee's personnel file.

### 5.15 Professional Development/Growth Initiative

Professional development is primarily the responsibility of each confidential employee. In an era of rapid and continuous change, this must be a high priority for professional confidential employees.

Professional self-development, improvement, and maintenance of currency in the field, whether or not at District expense, are normal requirements for retention and advancement in confidential classifications. Self-development may take many forms: graduate courses, degrees, certification programs, workshops, professional associations meetings, working with mentors, etc. Confidential employees must conscientiously develop a plan for professional improvement and update it biennially.

The District provides on-going professional development programs for all confidential employees. The District also supports attendance at professional conferences that benefit the District.

The college provides periodic workshops to assist confidential employees in coping with critical issues and staying current. The importance of each confidential employee taking seriously his/her own development and evaluation of currency of skills is of paramount importance. The professional development plan is part of each confidential employee's biennial evaluation, and each confidential employee should carefully review the progress of his/her professional development goals.

The Professional Growth Initiative provides for a fifty-dollar (\$50) monthly allowance (\$600 per year) for confidential employees who meet the requirements identified below:

- For each allowance, the confidential employee must complete the equivalent of fifteen (15) pre-approved semester units of college-level coursework with a grade of “C” or better.
- For participation in pre-approved professional training or activities in which units are not granted, a confidential employee shall be granted the equivalent of one (1) unit of coursework for each eighteen (18) hours of approved training activities upon successful completion.
- Activities for which credit may be granted include, but are not limited to, college coursework, workshops, conferences, and seminars. A course may not be repeated for credit. These activities must be performed on personal time and at personal expense.
- To receive credit for participation in a professional growth activity, the confidential employee must receive prior written approval from his/her immediate supervisor and the appropriate associate superintendent/vice president.

Credit for the professional growth allowance shall be granted only upon written verification to the Office of Human Resources. The professional growth allowance shall be awarded the month following submission of the verification of coursework/training and shall continue until the confidential employee separates from the District.

Confidential employees may earn up to a maximum of four allowances (\$200 per contractual month/\$2,400 per year) during their employment with the District.

## **5.16 Leaves**

### **5.16.1 Vacation Leave**

Confidential employees covered by the Plan earn 14.667 hours per month or twenty-two (22) 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.

Vacation shall be taken as authorized by the appropriate manager and shall be scheduled by mutual agreement whenever possible.

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 (40). In no instance shall a confidential employee be permitted to accrue more than forty (40) days.

### **5.16.2 Sick Leave**

Each full-time confidential employee covered by this Plan shall accrue eight (8) hours of sick leave with pay for each month of service. 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. 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.

Probationary confidential employees shall accrue eight (8) hours of sick leave with pay for each month of service. After completion of the probationary period, the confidential employee will be credited with the balance of the sick leave the confidential employee would have earned for the fiscal year. 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.

#### 5.16.3 Personal Necessity Leave

Confidential employees may use up to seven (7) days of accumulated sick leave per fiscal year as personal necessity. 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. 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. Each confidential employee shall be entitled to use annually up to two (2) of the seven (7) days of sick leave, for the purpose of conducting personal business.

- a) Each confidential employee may use up to six (6) days of accumulated sick leave per year to attend to an illness of a child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, and sibling. In the event the confidential employee has used personal necessity during the year for purposes other than attending to the illness of an immediate family member, this entitlement shall still apply.

#### 5.16.4 Bereavement Leave

This program provides a confidential employee with up to three (3) days absence or five (5) days of absence for travel in excess of 250 miles one way from the District due to the death of an immediate family member.

The term "immediate family" includes the following persons:

- spouse/significant other/registered domestic partner
- parent (including biological, foster, step-parent, or legal guardian) of the confidential employee or of the spouse/significant other/registered domestic partner
- child (including biological, foster, adopted, step, legal ward, in-law or a child of a person standing in loco parentis) of the confidential employee or of the spouse/significant other/registered domestic partner

- grandparent of the confidential employee or of the spouse/significant other/registered domestic partner
- grandchild of the confidential employee or of the spouse/significant other/registered domestic partner
- siblings (including biological, adopted, in-law, or step) of the confidential employee or of the spouse/significant other/registered domestic partner.
- aunt or uncle of the confidential employee or of the spouse/significant other/registered domestic partner
- niece or nephew of the confidential employee or of the spouse/significant other/registered domestic partner
- cousin of the confidential employee or of the spouse/significant other/registered domestic partner
- any relative living in the immediate household of the confidential employee

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

#### 5.16.5 Jury Duty Leave

To ensure that a source of income is provided while a confidential employee is required to perform jury duty, the District will pay the difference, if any, between the amount received for jury duty and the confidential employee's regular rate of pay, provided, however, that reasonable prior notice is submitted to the director, human resources. In the event that a confidential employee is required to serve for a portion of the day, the confidential employee must report to work for the remainder of the day.

#### 5.16.6 Parental Leave

A confidential employee shall be entitled to leave consistent with Education Code Section 88196.1 to care for one's child after the birth of the child of the employee or the placement of a child with the employee in connection with adoption or foster care. Such leave requires prior notification to the first-level manager and must be used during the 12 months after the birth or placement of a child with the parent through adoption or foster care.

#### 5.16.7 Industrial Disability Leave

In addition to any other benefits that a confidential employee may be entitled to under the Workers' Compensation laws of this state, the following is provided:

1. Should a confidential employee of the District suffer an injury or illness arising out of and in the course and scope of his/her employment, a leave of up to seventy-five (75) working days in any fiscal year for the same accident or illness may be granted.

2. Payment for wages lost on any day shall not, when added to an award granted the confidential employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.
3. The leave is to be used in lieu of normal sick leave benefits. When entitlement to the leave has been exhausted, entitlement to other leaves (sick, vacation, or other paid leave) may then be used. If, however, the confidential employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this program, the confidential employee shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

Once all available leave has been exhausted, a five (5) month differential pay period begins.

#### 5.16.8 Non-Industrial Disability Leave

This program provides confidential employees with the opportunity to use available sick leave and vacation leave prior to any pay reduction. Once all available leave has been exhausted, a five (5) month differential pay period begins. If medical or personal complications require the confidential employee's leave to extend beyond the exhaustion of the five (5) months of differential pay, the confidential employee will be terminated. In that event, the terminated confidential employee has a right to any opening for which she/he is adjudged qualified for a period of thirty-nine months.

#### 5.16.9 Confidential Study Leave

Confidential employees who have five (5) years of continuous full-time service with the District may submit a proposal in the form of a request for up to three (3) months of study leave. These leaves shall be approved at the sole discretion of the superintendent/president. No more than one confidential employee may be on leave at a time.

The college provides periodic workshops to assist confidential employees in coping with critical issues and staying current. The importance of each confidential employee taking seriously his/her own development and evaluation of currency of skills is of paramount importance. The professional development plan is part of each confidential employee's biennial evaluation, and each confidential employee should carefully review the progress of his/her professional development goals.

#### 5.16.10 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.

Under declaration of war or a declared presidential emergency, a confidential employee who is granted military leave will earn service increments the same as if providing service to the District. The confidential employee shall be paid regular salary at the time the leave is granted for a period of time of up to thirty (30) service days maximum in any fiscal year.

#### 5.16.11 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 and of the need for the confidential employee to provide care for 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 three (3) months 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).

Effective July 1, 2021, the Confidential Catastrophic leave Donation Plan is available to eligible confidential employees who meet the above requirements. Donated leave that is not utilized by employees shall be made available for the next confidential employee who requests catastrophic leave in accordance with this section. In addition to catastrophic leave donation requests, confidential employees may at any given time voluntarily donate leave to the confidential catastrophic leave plan in writing for a minimum of eight (8) hours per donation, and in one hour increments thereafter. The unused balance of the confidential catastrophic leave plan will roll over year to year.

5.16.12 General Leave

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.

**5.17 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:

January 1 (New Year's Day)

July 4 (Independence Day)

First Monday of September (Labor Day)

Thanksgiving Day

December 25 (Christmas Day)

The following paid holidays shall be observed on the days specified unless they fall on a Saturday or Sunday or are scheduled by the superintendent/president on another day:

Third Monday in January (Martin Luther King, Jr. Birthday)

Third Monday in February (Washington's Birthday)

February 12 (Lincoln's Birthday)

Last Monday in May (Memorial Day)

Admissions Day (a regular workday with compensatory day taken as one of the five holiday days for the observance of Christmas and New Year's Day)

November 11 (Veteran's Day)

The Friday after Thanksgiving Day

Christmas Vacation – The five (5) working days for the observance of Christmas and New Year's Day.

Floating Holiday - The holiday may be taken at any time, as determined by the confidential employee and approved by the confidential employee's supervisor, during a fiscal year.

Floating holidays must be used during a fiscal year, may not be accumulated, and may not be taken during the initial probationary period.

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.

## **5.18 Benefits Plan**

The District provides its confidential employees covered under this Plan with a variety of benefit programs – non-contributory (financially supported by the District), contributory (financially supported by the District and confidential employee), and voluntary (at the confidential employee's option).

Effective July 1, 2015 and thereafter, confidential employees covered under this Plan are not eligible for medical, dental, or vision insurance coverage as provided for by this Plan if a spouse or registered domestic partner is enrolled in any District-sponsored medical, dental, or vision insurance plan.

5.18.1 The following are non-contributory programs:

- (a) Health/Medical Insurance. A group health care plan provides for a variety of health/welfare benefits contracted for confidential employees and eligible dependents.
- (b) Dental. The group dental program provides for a variety of dental benefits contracted for confidential employees and eligible dependents. Additionally, orthodontic benefits for eligible dependents are provided. Dental coverage shall not exceed an annual maximum of \$3,000 and two (2) cleanings per calendar year.
- (c) Vision Care. The vision service plan includes examination, lenses, frames, and professional services for a variety of vision care benefits contracted for confidential employees and eligible dependents.
- (d) Long Term Disability Insurance. This program provides an income to ensure that a confidential employee will have some means of support while disabled.
- (e) Section 125 (Modified). 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 Care (DDC) and Unreimbursed Medical (URM). In addition, confidential employees may elect to redirect, on a pre-tax basis, a share of the monthly premium for health insurance.
- (f) REP-401(a) Special Pay Program. Upon termination of employment, confidential employees may receive an immediate distribution of their entire accumulated vacation days payout from the Plan, or they may elect to receive

a partial distribution or leave the funds invested in the Plan. Participation in the REP-401(a) Special Pay Program is automatic.

- (g) Life Insurance and AD&D Benefit. Effective July 1, 2021, this program provides a \$100,000 term group life insurance plan. In addition, Accidental Death & Dismemberment benefits are provided as outlined in the plan.
- (h) 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.
- (i) Unemployment Insurance. This program provides that a confidential employee will have some means of support while unemployed through no fault of his/her own.

5.18.2 The following are contributory programs:

- (a) Health/Medical Insurance. The group health/medical care plans provide for a variety of health/welfare benefits contracted for confidential employees and their eligible dependents. Confidential employees may select any health/medical insurance plan offered by the District.
- (b) Public Employees Retirement System (PERS). The retirement system provides several retirement benefit options. Refer to the PERS handbook for further information.

5.18.3 The following are voluntary programs in which contributions are made solely by the confidential employee:

- (a) Accidental Death and Dismemberment (AD&D) Insurance.
- (b) Tax Shelter Annuity Programs.
- (c) Supplemental Life Insurance.

5.18.4 Benefit Coverage Upon Separation

Confidential employees who separate from the District (in good standing as determined at the sole discretion of the superintendent/president) 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 health/medical, vision, and dental programs, subject to subsections (a) and (b) below.

- (a) Eligibility
  - 1. 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 consecutive service as a full-time confidential employee with the District; or

Is younger than age sixty-five (65) and at least fifty (50) years of age at the time of separation with at least fifteen (15) years of consecutive service as a full-time confidential employee with the District; AND

2. Does not participate in any other District benefits continuation program that offers health and welfare benefits; AND
3. Is otherwise eligible for coverage under the District health/medical, dental, and vision group plans except as provided for in subsection (b) below.

(b) Conditions:

1. The District will continue on behalf of the qualifying individual and eligible dependents at the time of separation, the amount of the premium authorized by the governing board for active confidential employees for health/medical, dental, and vision benefits. This amount may vary from year-to-year depending upon modifications.
2. The contributions set forth in (b) 1 above shall apply to District-adopted health and welfare programs for active confidential employees. Any modifications made at any time in such programs shall apply.
3. In the event the medical plan elected exceeds the District's contribution rate, it shall be the individual's responsibility to ensure that the appropriate differential amount is received by the District on the first of the month prior to the month for which payment is being made. If payment is not received by the fifth (5th) day of each month, termination of benefits will occur on the last day of the month for which payment was received.
4. Upon reaching age sixty-five (65), all benefits under this program shall terminate. Confidential employees who retire are eligible at age 65 or over to participate in a group Medicare supplement plan at his or her cost, if a plan is available at that time. The confidential employee must have been a participating member of the plan prior to termination of District-paid benefits.
5. 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. If the reason for ineligibility is the residency of the participant, the District shall continue to contribute the same dollar amount as set forth in

(b) 1 above on behalf of the individual, provided the conditions below are satisfied:

1. It shall be the responsibility of the eligible individual to:
  - a. Secure and enroll in a plan that provides for appropriate coverage for the eligible individual including any eligible dependents;
  - b. Pay the premiums for the plans elected directly to the insurer.
  - c. Provide the District with timely proof of payment at such time and in such a manner as required by the District.
2. In the event the eligible individual satisfies all of the conditions set forth in 5, 1a, b, and c above, the District shall reimburse the eligible individual for payments made to the insurer in an amount not to exceed the contribution set forth in (b) 1 above upon receipt of satisfactory verification that the premium has been paid to the insurer or the early retiree enrolls in a District plan that provides out-of-area coverage.

#### **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 Layoff**

If a layoff should occur, the California Education Code provisions that are in effect at the time shall apply.

#### **5.21 Remote Work Assignments**

Under exceptional circumstances and generally on a short-term basis, remote work assignments may be approved. Requests by confidential employees to work remotely will be initiated by the confidential employee and are subject to approval by the chief human resources officer on a case-by-case basis.

When considering a confidential employee's request to temporarily work remotely, the District will consider, but will not be limited to, whether the confidential employee's regular job functions, as outlined in the job description, can be performed remotely; whether the confidential employee has consistently received satisfactory performance evaluations; and whether the confidential employee has been disciplined within the past two (2) years or is currently subject to a proposed disciplinary action. The District shall primarily and chiefly consider the needs of the District in making its determination.

The confidential employee will continue to perform his/her regular work functions as outlined in his/her job description and will work his/her approved

work schedule while on the temporary remote work assignment. The District may incorporate additional reporting and communication requirements. The District may also impose additional requirements such as periodic travel; the adjustment of benefits and premium costs for out-of-the area health insurance coverage; and may require items related to technology, materials, and other associated supports related to work.

The duration of the temporary remote work assignment shall be set forth by the District in the District's notice of approval of the request. Unless the District grants an extension of the temporary remote work assignment, the confidential employee shall return to her/his normal work duties on-site at the District within ten (10) working days after this agreement expires, or upon the date mutually agreed to by the employee and the District.

Confidential employees on a temporary remote work assignment will continue to be eligible for coverage under the District's current workers' compensation coverage.

#### **VI. 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.

**APPENDIX A**

**CONFIDENTIAL CLASSIFICATIONS**

<b>CLASSIFICATIONS</b>	<b>RANGE 2020-2023</b>
LEVEL I Executive Assistant	1
LEVEL II Executive Assistant I Human Resources Generalist	2
LEVEL III Executive Assistant II	3
LEVEL IV Human Resources and Risk Generalist	4

**APPENDIX B**

**CONFIDENTIAL SALARY SCHEDULE**  
**Effective July 1, 2020**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
01	6081	6392	6709	7048	7395	7768	8157
02	6235	6544	6874	7214	7567	7960	8357
03	6839	7179	7542	7913	8312	8732	9168
04	6885	7229	7590	7969	8367	8785	9224

APPENDIX C

**CONFIDENTIAL SALARY SCHEDULE**  
**Effective July 1, 2021**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
01							
02							
03							
04							

Salary Schedule to be determined  
upon confirmation of COLA  
effective 7/1/21

APPENDIX D

CONFIDENTIAL SALARY SCHEDULE  
Effective July 1, 2022

	A	B	C	D	E	F	G
01							
02							
03							
04							

Salary Schedule to be determined upon confirmation of COLA effective 7/1/22, plus 1% increase

**APPENDIX E**

**Confidential Self-Evaluation**

Please check:	<input type="checkbox"/> Probationary Evaluation
	<input type="checkbox"/> 6 months <input type="checkbox"/> 12 months
	<input type="checkbox"/> Permanent Evaluation
	<input type="checkbox"/> Special Evaluation

Employee Name	Colleague ID#	Department
Evaluation Period (From/To)	Position	

A. Performance of responsibilities identified in the position description during this evaluation period:

B. Professional Development activities (may include participation in community organizations and committees of the college):

C. Other

a. Special projects:

b. Unanticipated responsibilities:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX F**

**Manager Evaluation  
Confidential Employee**

Please check:	<input type="checkbox"/> Probationary Evaluation <input type="checkbox"/> 6 months <input type="checkbox"/> 12 months <input type="checkbox"/> Permanent Evaluation <input type="checkbox"/> Special Evaluation
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Employee Name	Colleague ID#	Department
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Evaluation Period (From/To)	Position
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A. Performance of responsibilities identified in the position description:

B. Areas for professional growth:

C. Work behaviors:

<ul style="list-style-type: none"> <li>Commitment to District's mission</li> <li>Ability to engage in positive, cooperative relationships</li> <li>Decision-making ability</li> <li>Written and verbal skills</li> <li>Supervisory skills, if appropriate</li> <li>Time and resources management</li> </ul>	
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D. Unanticipated responsibilities:

<ul style="list-style-type: none"> <li>Participation in community organizations and committees of the college</li> <li>Unanticipated activities</li> <li>Special assignments and projects</li> <li>Budget management including contributions to cost effectiveness</li> </ul>	
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E. Commendations:

F. Recommendations:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Signature

\_\_\_\_\_  
Date