

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

**CONFIDENTIAL
EMPLOYEES
HANDBOOK**

**Approved by the Board of Trustees
2008**

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

CONFIDENTIAL EMPLOYEES HANDBOOK

This handbook was developed for the purpose of defining the particular working conditions, including salary schedule and benefits, rights and privileges, granted to the Confidential Employees of the Foothill-De Anza Community College District.

It is the philosophy of District Confidential Employees that they have a special responsibility to promote pride in the District and to support administrative functions with high quality effort in a spirit of cooperation.

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Chapter 1

DEFINITIONS

Unless otherwise provided the following definitions govern the interpretation and construction of this handbook.

1. "Board" means the Board of Trustees of the Foothill-De Anza Community College District.
2. "Chancellor" means the Chancellor of the Foothill-De Anza Community College District or his or her designee.
3. "District" means the Foothill-De Anza Community College District, its Board of Trustees, or any employee of the Board who has authority to act on behalf of the District.
4. "Confidential Employee" means any employee of the District who, in the regular course of his/her duties, has access to confidential information which contributes to the development of management proposals and decisions with respect to employer-employee relations.
[Government Code Section 3540.1(c)]
5. "President" means the president of a college or his/her designee.
6. "Classification" means a process by which positions are defined to establish the relative importance of positions to the District and through which an appropriate salary level is determined using criteria such as know-how, problem solving and accountability.
7. "College Year" means July 1 to June 30.

Chapter 2

EMPLOYMENT STATUS: PROBATION, PERMANENCY AND REASSIGNMENT

A. Probationary Status

1. A person who is employed as a confidential employee for the first time or who is re-employed by the District after a break in service of any length shall serve for a period of one year as a probationary confidential employee.
2. Each confidential employee shall be evaluated at the end of the second, fifth and eleventh month of his/her one year probationary employment period. He/she will receive written evaluations of his/her work and progress toward permanency.
3. These performance evaluations are designed to provide valuable feedback to the confidential employee relative to performance, suggestions for areas that need strengthening, if any, and to acknowledge the strengths which make the confidential employee of special value to the District. Each evaluation must be signed by the supervisor and by the confidential employee to indicate that it has been read and discussed.
4. In signing performance evaluation, the confidential employee is not required to agree with or accept the terms of the document, but acknowledges that he/she has read and discussed the evaluation. The confidential employee may comment in writing on the evaluation form, which is then filed in the personnel file.
5. During the eleventh month of employment with the District, the confidential employee's performance shall be reviewed for recommendation to permanent status. The District shall determine whether it will continue to require his/her services for an indefinite period. If the employee's supervisor believes that the employee should, continue employment in the District, permanency shall be recommended in writing through the regular evaluation procedures to Human Resources. If the supervisor does not recommend that a confidential employee be granted permanency, termination of employment shall be recommended.
6. A probationary employee may be released at any time that the supervising administrator in consultation with the Vice Chancellor of Human Resources determines that the employee's performance is unsatisfactory. The notice of release will be presented to the employee in writing. The probationary employee shall receive five (5) days pay. The employment of a probationary confidential employee may be terminated at any time that the supervisor, in consultation with the Vice Chancellor of Human Resources or designee determine that the termination is appropriate. The notice of termination shall be presented to the confidential employee in writing.

B. Permanent Status

1. If the supervising administrator determines that employment will be continued, permanency will be recommended in writing through the regular evaluation process and will be approved by the appropriate administrator and the Office of Human Resources. This decision will be reviewed with the employee.
2. If the supervising administrator does not recommend that the employee be granted permanency, employment shall be terminated.
3. Permanent confidential employees receive annual performance evaluations in accordance with established procedures provided in Appendix H. The purpose of evaluations is for employees to receive frank and constructive comments both in writing and in interview so they are kept aware of inadequacies, suggestions for correcting them, and of strengths which make them of special value to the District. Each evaluation must be signed by the supervising manager and the employee to indicate that it has been read and discussed. The employee may comment in writing on the evaluation form, which then is filed in the official personnel file.
4. Once the employee has been granted permanency, he/she may only be dismissed for cause.
5. A permanent employee remains subject to layoff for lack of work or lack of funds in accordance with his/her seniority and displacement rights, if any.

C. Promotional Probationary Period

For a permanent confidential employee who changes job classification due to promotion, probation shall be for six months, unless the employee is released from the new job before this time. At the end of the second month in the new position, the employee shall receive a written evaluation of his/her performance and progress towards permanency. The employee retains permanent status in the District and is only probationary in the new position. If he/she is released from the new position during the six month probationary period, the Vice Chancellor of Human Resources shall assign the employee to a position in the class in which he/she holds permanency. He/she will be reinstated as a permanent employee, and his/her seniority at the higher position shall be credited to his/her seniority in the lower class.

D. Reassignment/Transfer

Reassignment is the movement of an employee from one classification to another classification. Transfer is the movement of an employee from one location to another location within the current job classification or a lower job classification.

Reassignment/Transfers may be initiated either at the request of the employee or administration to adjust for overages in staff, to meet the need for special skills or to alleviate special problems. Reassignment/Transfer shall not be used as a form of discipline, nor to circumvent layoff provisions of the Education Code or this Handbook. No reassignment/transfer shall be initiated by administration for reasons that are arbitrary and capricious. An employee who is to be reassigned or transferred will have the reasons for the reassignment or transfer explained in writing as far in advance as possible.

In all cases of reassignment or transfer, the employee shall be provided with the following:

- a. hours of work
- b. location
- c. immediate supervisor's name
- d. reasons for reassignment/transfer

When an employee is reassigned or transferred from one position in the District to one that is under a different supervisor, the two supervisors will arrange a mutually acceptable date for the reassignment to occur. Regardless of the date upon which the reassignment or transfer actually occurs, the employee's first date of service in the new position for purposes of seniority shall be not less than ten working days from the date of the appointment.

Chapter 3

TERMS AND CONDITIONS OF EMPLOYMENT

A. Work Week for Confidential Employees

The typical work week for confidential employees is 40 hours.

B. Work Year

1. The work year for each 12-month confidential employee shall be 12 months every college year.
2. The work year for each 11-month confidential employee shall be 11 months every college year with the employee in non-paid status for four consecutive weeks or one month between the last day of the spring academic term and the first day of the fall academic term. Selection of the specific period during which an 11-month confidential employee is to be in non-paid status shall be determined by mutual agreement between the employee and his/her supervising manager based on program needs or, if a mutual agreement cannot be reached, by the reasonable needs of the District determined by the President or the Chancellor for Central Services.

In the event that the District wishes to have an 11-month employee take his/her unpaid time off at a time other than that provided for in this section, the District must acquire the consent of the employee on that specific request no later than six months prior to implementation of the leave. Accommodation of any such request shall not result in a reduction in contract for any position(s) in that department.

3. The work year for each 10-month confidential employee shall be 10 months every college year with the employee in non-paid status for eight consecutive weeks or two months between the last day of the spring academic term and the first day of the fall academic term. Selection of the specific period during which a 10-month employee is to be in non-paid status shall be determined by mutual agreement between the employee and his or her supervising manager based on the needs of the program or, if a mutual agreement cannot be reached, by the reasonable needs of the District as determined by the President or the Chancellor for Central Services.

In the event that the District wishes to have a 10-month employee take his/her unpaid time off at a time other than that provided for in this section, the District must acquire the consent of the employee on that specific request no later than six months prior to implementation of the leave. Accommodation of any such request shall not result in a reduction in contract for any position(s) in that department.

4. Any 11-month or 10-month employee whose contract is extended beyond the employee's regular work year shall be paid a pro rata amount for the additional time worked and shall accrue benefits for the additional time worked at the employee's normal rate of accrual.
5. All 11-month and 10-month employees shall earn pro-rated vacation leave, sick leave, and service recognition awards, and shall receive all paid benefits. To have paid benefits continue during the summer months each 11-month and 10-month employee must, before April 1, file a statement with the Director of Human Resources setting forth the employee's intent to return to work the weeks during which the employee will be in non-paid status. The Office of Human Resources shall send out required forms to each affected employee not later than March 15.

C. Paid Status during Recess or Inter-Sessions

A confidential employee shall be deemed to be in a paid status during any recess or inter-session if the employee is scheduled to return to paid status at the end of the recess (for example, Spring recess or Summer session).

D. Non-Exempt Status

Confidential Employees are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

E. Overtime

The District is governed by Education Code Section 88027 which provides for overtime payments to all personnel who work over eight hours in one day in a five-day work week, or over ten hours in one day in a four-day work week, or over 40 hours in any work week, or on the sixth and seventh consecutive days of employment.

1. Approval for an employee to work overtime must be secured in advance from the appropriate administrator (immediate supervisor or next level of supervision). Approval will be based upon legitimate scheduling or load problems which cannot be solved through reassignment or adjustment of work load and will be contingent upon the availability of budgeted funds.
2. An employee authorized to work more than 40 hours per week will receive compensation or compensatory time at a rate equivalent to one and one-half times the normal hourly rate as determined by current contract pay, except when an employee works on a holiday, in which case the employee will be paid both regular pay and pay at the overtime rate for the hours worked.

F. Compensatory Time Off

1. An employee may request compensatory time off in lieu of cash compensation for overtime worked up to a maximum of 96 hours (12 days). If approved, compensatory time shall be granted at the overtime rate. Compensatory time off must be taken within 12 calendar months following the month in which it was reported on the time report. If at the end of the 12 calendar month period the employee has not taken the time off, he/she shall receive overtime pay at the rate that was effective for the employee when the overtime was worked. Compensatory time off may not be carried over beyond these 12 calendar months. The employee has the option of receiving either compensation or compensatory time off for overtime work. The District will determine whether compensation for overtime will be compensatory time off or overtime compensation. Due consideration shall be given to the employee's preference for time off or compensation when making this determination.
2. For the purpose of determining the number of hours worked, time during which the employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

G. Call-Back Time

Occasionally an employee may be called back for work in the evening or on a weekend to accommodate a special need. In such cases, travel time to and from home will be counted as time worked. In order to make the disturbance of normal time off worthwhile, the pay for combined work and travel time shall be for a minimum of four hours.

H. Summer Work Schedule

1. Employees assigned to programs and departments where scheduling allows operations during the summer on a four-day work schedule will be offered a four-day work schedule for the period beginning the Monday after Independence Day and ending the Friday before Labor Day. Under the summer schedule, the normal work week shall consist of four consecutive work days and the normal work day shall consist of ten hours starting and ending at times appropriate to the needs of the department and agreed upon by the employee and his/her supervisor.
2. Employees who work fewer than 10 hours per day during the four-day summer work week shall select one of the following options to cover the time not worked:
 - a. use of earned vacation;
 - b. use of earned compensatory time;
 - c. leave without pay.

I. Termination of Employment

1. An employee who wishes to leave the service of the District in good standing must file with the Board of Trustees through the supervisor a written resignation giving the District reasonable notice of not less than two weeks of the last date of service. The Chancellor or designee is authorized by the Board to officially accept the resignation of any employee. The resignation of the employee shall be final and effective at the time of receipt by the Chancellor or designee. The employee's termination date shall be the last day at work. The termination date cannot be extended by a paid or unpaid leave.
2. If an employee is absent for three working days without leave or without having notified his/her supervisor, the absence will be an automatic resignation from the District. An employee may request reinstatement from such a resignation. If the District has given the employee written notice of the automatic resignation, any request for reinstatement must be filed with the Director of Human Resources within 15 days of the notice. Reinstatement will be determined by the supervisor in consultation with the Vice Chancellor of Human Resources or his/her designee.
3. An employee who terminates employment in the District shall receive paid benefits and leave credit through the end of the month in which the termination is effective.

Chapter 4

SALARIES

A. Salary Schedule (see Appendix A for schedule)

1. New employees of the District are automatically placed on the first step of the salary range of the job classification to which they are assigned. Under unusual circumstances an employee with successful experience in a similar position with another employer may be placed on the second step of the salary range. This placement may be made only after consultation between the supervisor and the Director of Human Resources. In addition, the Chancellor has the authority to determine special cases of step placement within the salary range.
2. Upon the supervisor's recommendation, movement from one step to the next on the Confidential Salary Schedule shall be effected on the confidential employee's anniversary date.
3. An employee who demonstrates exceptional ability and diligence as an employee of the District may be given double advancement on recommendation of the supervising administrator and with the approval of the Vice Chancellor of Human Resources and the College President or the Chancellor.
4. Cost of living increases are subject to recommendation by the Chancellor and approval by the Board, after meeting and conferring with designated representatives of the Confidential Employees.

B. Longevity Award

1. Longevity increments are awarded to acknowledge continued satisfactory service with the District. A confidential employee is eligible to receive a longevity increment after all the following criteria have been met:
 - The confidential employee has received annual evaluations with an overall rating of "good solid performance" or above during each qualifying year. Any year during which the overall rating on the annual evaluation is below "good solid performance" shall not be considered a qualifying year and shall not be credited toward the next longevity increment. An employee who has received an overall rating on an annual evaluation which is below "good solid performance" shall be re-evaluated within six (6) months of the original evaluation and, if the subsequent evaluation is satisfactory, that year shall be considered a qualifying year and shall be credited toward the next longevity increment. A supervisor's failure to perform an evaluation shall not be reason for denying the employee a longevity award.

2. Increment dates are based on consecutive years of service with the District.
3. An employee is eligible for a maximum of four (4) longevity steps: one after the completion of the eighth year, one after completion of the thirteenth year, one after the completion of the eighteenth year, and one after completion of the twenty-third year.
4. When all requirements have been met for receiving a longevity increment, the effective date for the increase shall be the first day of the anniversary month.
5. The increments will be paid at the completion of the year as follows and shall be cumulative:

Eighth year	\$130 per month
Thirteenth year	\$140 per month
Eighteenth year	\$150 per month
Twenty-third year	\$170 per month

6. All awards earned under a previous salary schedule remain with the confidential employee.

C. Working Out of Classification

1. An employee who is required to work in a position in a higher salary range than the regularly assigned position for more than 5 working days in any 15-calendar-day period shall be paid on the appropriate salary range for the position temporarily filled. The employee shall be paid at an increase equivalent to at least one salary step above the salary earned in the regularly assigned position. This regulation does not apply to an employee filling in for a fellow employee on earned vacation unless the employee assumes all of the duties and responsibilities of that position.

Chapter 5

CLASSIFICATION AND RECLASSIFICATION

A. Classification System

To effect and maintain the proper salary relationships among administrative positions, the District uses a system of position classification. Classifications are assigned to salary ranges on the Confidential Salary Schedule.

B. Reclassification Process

1. All positions will be reviewed whenever they become vacant to confirm the appropriate classification level. The supervisor will notify the Classification Specialist of the vacancy. The Classification Specialist will advise the Chair of the Confidential Classification Committee of any significant changes in the position. The Chair will poll the Confidential Classification Committee members for action on the position.
2. Requests for reclassification may be submitted at any time during the year.
3. Reclassifications will become effective the first of the month following Board action.
4. Requests for classification or reclassification are submitted to the Confidential Classification Committee. A request for reclassification may be initiated by the incumbent or supervisor. Classification of a new position or reclassification of a vacant position is initiated by the appropriate administrator.
5. The Confidential Classification Committee may initiate reclassification reviews when positions appear to change as a result of:
 - a. deletion of or a significant decline in programs/services that affect the level of know-how, problem solving, and accountability in an administrative position; or
 - b. the transfer of duties and responsibility for programs/services to another position; or
 - c. a reclassification that impacts another confidential position.

C. Procedure

1. To initiate a reclassification request a confidential employee must discuss the reasons for requesting a reclassification with the supervisor. Such reasons must include a significant change in the position due to any of the following:
 - a. the addition of new and different duties to the position that require increased knowledge, problem solving, and accountability in the position;
 - b. a re-examination of the position due to perceived significant role changes based on a change in technology or in the strategy or mission of the district/college;
 - c. a reorganization that significantly changes the position.
2. The confidential employee must complete a Request for Position Review (Appendix C) and submit it with the following materials to the supervisor who will review the request with the president or chancellor:
 - a. copy of current job description;
 - b. a detailed description of the new, changed, and/or deleted duties and responsibilities of the position or a new position description questionnaire;
 - c. current and proposed organization charts;
 - d. additional supporting documentation..
3. The supervisor will return the signed request (supervisor's and president's or chancellor's signature) to the individual who is responsible for submitting the request with the materials noted above to the Classification Specialist.
 - a. The Classification Specialist will review the request and prepare a report and impartial analysis for review by the Classification Committee.
 - b. The Classification Specialist's review shall include the completed request and all appended material, a desk audit and/or interview with the employee and the supervisor, a review of similar positions in the District and/or in other community college, if necessary, and any other relevant information.
4. Within 30 days of receipt of the request the Confidential Classification Committee will review the request and notify the confidential employee (initiator) of its decision and its intention to forward the recommendation and rationale to the appropriate administrator for submission to the Board for action.
5. The confidential employee may appeal the recommendation by completing a Classification Appeal form (Appendix C) within 10 days of receipt of the Committee's

recommendation. The Committee shall respond to the Appeal within 30 days of receipt of the Appeal.

6. The timelines noted in the process may be extended by mutual agreement.

D. Confidential Classification Committee

1. The Confidential Classification Committee reviews and makes recommendations to the chancellor on the following:
 - a. The proper classification and salary range for authorized new confidential positions;
 - b. Requests for reclassification or change in salary level for confidential positions;
 - c. The effectiveness of the system of classification and salary placement for confidential positions.
2. The Confidential Classification Committee consists of the following:
 - a. The Vice Chancellor of Human Resources and Equal Opportunity or his or her designee, chair;
 - b. Two confidential employees (see Appendix B for rotation).
 - c. One administrator (see Appendix B).
 - d. The Classification Specialist and the Director of Human Resources serve as ex-officio members of the Committee.
3. Members are appointed to the Committee for 2-year terms.

Chapter 6

PAID BENEFITS

A. Eligibility

1. The District shall provide paid benefits to each qualified confidential employee as specified in this chapter. Copies of all benefit programs including the specific coverage each program provides shall be available through the office of Human Resources. A "qualified confidential employee" is one who:
 - a. Is either a permanent or probationary classified employee;
 - b. Is employed at least half-time;
 - c. Has been in paid status during the preceding calendar month.

A confidential employee shall be deemed to be in paid status during any recess or intersession if the employee is scheduled to return to paid status at the end of the recess or intersession.

Dependent shall be defined as the confidential employee's spouse or domestic partner, and any child who is claimed as an allowable dependent on the confidential employee's Federal Income Tax return.

3. A confidential employee who resigns or is terminated shall cease to be a qualified employee at the end of the calendar month during which his/her resignation becomes effective.
4. A disabled confidential employee receiving long-term disability payments under section I shall, following the exhaustion of all sick leave and extended sick leave, remain a qualified confidential employee for the purpose of receiving health benefits for three years provided the employee has been employed in the District as a qualified employee for at least five years.

B. Medical Benefits

1. The District shall provide each qualified confidential employee and his/her dependents with the option of enrolling in one of the following plans:

Kaiser Foundation Health Plan – a Health Maintenance Organization (HMO)

The District Combined Coverage Medical Plan – a Preferred Provider Organization (PPO+) or

The District Network Only Medical Plan – a Preferred provider Organization (PPO)

2. The District shall provide for the cost of providing benefits for qualified confidential employees and their eligible dependents, subject to the following:

- a. **The PPO+ Plan** allows access to both Network and out-of-Network (non-PPO) providers. The Plan is fully paid by the District for the confidential employee only. Confidential employees who enroll dependents in this plan share the cost of the plan as follows:

The confidential employee plus one and the confidential employee plus dependents pay the difference in the premium cost between the District Network Only Plan (PPO) and the District Combined coverage Plan (PPO+)

All individuals enrolled in the PPO+ Plan are subject to the following:

- i. An office visit co-payment of \$20 per visit
- ii. An emergency room co-payment of \$50 if not admitted to the hospital
- iii. A lifetime limit for any employee or dependent of \$2 million per insured
- iv. Services acquired from a non-PPO provider that were available from a PPO provider within 30 miles of the insured's primary residence shall be paid at 80% of the usual and customary rates (UCR) for the first \$10,000 of such medical services annually. Thereafter the Plan shall pay 100% of the UCR charges consistent with other requirements.
- v. No benefits will be paid for a pre-existing condition unless:
 - At least three (3) consecutive months have elapsed on or after the effective date of insurance during which the insured or insured dependent has incurred no expenses and received no medical treatment or advice or taken any medication in connection with the pre-existing condition; or
 - At least 12 consecutive months have elapsed during which the insured or insured dependent has been continuously insured for this benefits; or
 - With respect to the insured only, at least six (6) consecutive months have elapsed during which the insured has been continuously insured for these benefits actively at work.

b. **The District Network Only Medical Plan (PPO)** allows access to only Network providers. The Plan is fully paid by the District for confidential employees and their dependents. The Plan includes the following:

- i. An office visit co-payment of \$20 per visit
- ii. Deductibles – the plan has a \$150 annual deductible for each covered individual with a maximum \$400 deductible per family
- iii. An emergency room co-payment of \$50 if not admitted to the hospital
- iv. A hospitalization co-payment of \$50
- v. A lifetime limit for any employee or dependent of \$2 million per insured
- vi. Services acquired from a non-PPO provider in an emergency or when there is no PPO provider within 30 miles of the insured's primary residence and the care is preauthorized the Plan will pay 100% of the usual and customary rate (UCR)
- vii. No benefits will be paid for a pre-existing condition unless:
 - At least three (3) consecutive months have elapsed on or after the effective date of insurance during which the insured or insured dependent has incurred no expenses and received no medical treatment or advice or taken any medication in connection with the pre-existing condition; or
 - At least 12 consecutive months have elapsed during which the insured or insured dependent has been continuously insured for this benefits; or
 - With respect to the insured only, at least six (6) consecutive months have elapsed during which the insured has been continuously insured for these benefits actively at work.

c. **The Kaiser Foundation Health Plan** is fully paid by the District for confidential employees and their dependents. The Plan includes the following:

- i. An office visit co-payment of \$10 per visit.
- ii. An emergency room co-payment of \$50 if not admitted to the hospital
- iii. A prescription drug co-payment of \$5 for generic and \$10 for brand name prescriptions.

C. Prescription Drug Benefits

The District PPO+ and PPO plans include coverage for prescription drugs under the following conditions:

- 1. A \$5 co-payment for generic prescriptions and a \$15 co-payment for brand name prescriptions for employees and their eligible dependents.

2. A \$10 co-payment for generic and a \$30 co-payment for brand name prescriptions received through Mail Order (90 day supply) for employees and their eligible dependents. There is a \$500 annual cap per individual on Mail Order co-payments.

D. Dental Benefits

The District shall provide dental care benefits for each qualified confidential employee and eligible dependents.

E. Vision Care Benefits

The District shall provide vision care benefits to each qualified confidential employee and eligible dependents.

F. Employee Assistance Program

The District shall provide a confidential short-term counseling service qualified confidential employees and eligible dependents, covering such areas as stress, drug-related problems, marital concerns, financial problems, and legal assistance.

G. Life Insurance

The District shall provide each qualified confidential employee with a \$50,000 level-term life insurance benefit. Each eligible dependent is provided with a \$1,500 life insurance benefit.

H. Long-Term Disability Insurance

1. The District shall provide each qualified confidential employee under the age of 70 with long-term disability insurance as follows:
 - a. The insurance shall provide a disability payment equal of 66-2/3% of the employee's "basic monthly earnings" on the date he/she was disabled to a maximum payment of \$6,000 per month. "Basic monthly earnings" means 1/12th of the employee's annual contract salary.
 - b. The disability payment under the long-term disability insurance shall begin after all full-pay sick leave and extended sick leave has been used.

- c. For employees with five years or more of STRS service and two or more eligible children on the date of disability, disability payments shall be payable for one year from the date of disability for both accident and illness provided that the worker is sixty-nine years of age or younger on the date of disability. If the period of disability extends beyond one year, the employee shall receive disability allowance payment from STRS.
- d. For all employees not included under paragraph c above, the disability payments shall be payable for 10 years from the date of disability for both accident and illness provided that the worker is 55 years of age or younger on the date of disability. If the employee is older than 55 years on the date of disability, the maximum disability payment period shall be the same as that provided in the maximum disability payment schedule set forth in the District's long-term disability insurance policy.

I. Worker's Compensation

All employees are protected under provisions of the State Workers' Compensation Insurance Law. Any injury must be reported to the campus Health Services office, the Office of Risk Management or the Office of Human Resources within 24 hours or the claim may be denied. (See Chapter 6. E Industrial Accident Leave)

J. Unemployment Insurance

1. Confidential employees are entitled to unemployment insurance benefits under special conditions prescribed by law:
 - a. Disability benefits sometimes associated with unemployment insurance are not included.
 - b. Employees are not entitled to benefits during regularly scheduled academic recesses such as those during the summer and at Christmas and Easter.
 - c. Employees discharged for "misconduct" are disqualified.
 - d. Employees who leave employment without good cause are disqualified.
2. The Office of Human Resources will assist terminating employees who have legitimate claims to file for unemployment compensation. However, since the District pays the full cost of unemployment insurance benefits, any claims that do not fall within the purpose of the law will be challenged.

K. Benefits During Unpaid Leave of Absence

1. A confidential employee on unpaid leave of absence who is not qualified for paid benefits may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent. The cost of reimbursement for such benefits shall be determined as follows:
 - a. For ten-month employees, 1/10th of the full annual premium or its equivalent for each month of unpaid leave of absence;
 - b. For eleven-month employees, 1/11th of the full annual premium or its equivalent for each month of unpaid leave of absence;
 - c. For twelve-month employees, 1/12th of the full annual premium or its equivalent for each month of unpaid leave of absence.

L. Domestic Partners

1. Domestic Partner Benefits are available to the bona fide domestic partner aged over 18 of an unmarried district employee. Such benefits are available only to domestic partners who are not legally allowed to marry in the state in which they reside.
2. These benefits consist of medical, prescription drug, dental, and vision. Domestic Partner Benefits do not include Life Insurance, Disability Insurance and certain other benefits available to spouses. Benefits will not be provided for dependents of the non-employee domestic partner.
3. Additional information regarding eligibility criteria may be obtained by contacting the Benefits Office.
4. Both the employee and the domestic partner must attest to certain facts by completing and signing the Affidavit, which includes an Affidavit of mutual responsibility. This Affidavit may have potential legal implications under California law, which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their partnership. If you have questions regarding the potential legal effects of signing the Domestic Partnership Affidavit, you should consult an attorney.
5. Domestic partner benefits are most likely taxable income unless the domestic partner is deemed to be a dependent under Internal Revenue Code section 152. Further, a domestic partner most likely does not have many federal rights involving benefits that spouses possess under ERISA, COBRA and the IRC. Again, an attorney should be consulted if you have any questions.
6. The district may, at its discretion, require supportive documentation satisfactory to the district concerning the eligibility criteria and assertions contained in the Affidavit.

7. The administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.
8. An "Eligibility Criteria for Domestic Partner Benefits" is contained in Appendix D.

M. Flexible Spending Account

The District shall offer qualified confidential employees the opportunity to set up spending accounts for dependent care and for health care contributions in accordance with IRS regulations.

Chapter 7

LEAVES AND PAID HOLIDAYS

A. Vacation Leave

1. A full-time confidential employee earns 16 hours (two days) of paid vacation leave for each calendar month of service. A confidential employee employed less than full-time receives a proportional amount of leave. If a confidential employee joins the District after the tenth of the month, vacation leave is computed from the first of the following month.
2. A confidential employee may accumulate a maximum of 2 years of earned vacation (i.e. 48 days, 384 hours for 12 month employees; 44 days, 352 hours for 11 month employees; 40 days, 320 hours for 10 month employees). When the accumulated vacation balance exceeds these limits, the employee ceases to earn vacation until such time as the vacation balance is reduced below the maximum earnable as noted above.
3. Vacation leave will be scheduled by mutual agreement between a confidential employee and his or her supervisor. Nevertheless, the District reserves the right to assign each confidential employee to a vacation schedule in a manner that is not arbitrary or capricious. Vacation leave may be taken in hourly increments. Vacation leave may not be taken in advance.
4. In the event of resignation, retirement, or termination, an employee will be compensated for accumulated vacation not to exceed the maximum amount allowed to accumulate. A confidential employee who is resigning or retiring may be required to use as much accumulated vacation as possible prior to the last day of service. The last day actually worked by the employee shall be the last day of service.

B. Paid Holidays

Confidential employees are entitled to the following holidays. Confidential employees shall be entitled to any other holiday declared by the President or the Governor that provides for community colleges to be closed or any holiday approved by the Board of Trustees.

Independence Day
Cesar Chavez Day (Friday before Labor Day)
Labor Day
Veteran's Day
Thanksgiving (2 days)
Christmas Eve

Christmas Day
Day After Christmas
December Holiday
New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Day
Washington's Day
Memorial Day

When the holiday falls on a Sunday, it shall be observed on the following Monday. When the holiday falls on a Saturday, it shall be observed on the preceding Friday unless another day is provided for by the Education Code or agreed upon by the parties. When a holiday falls within an employee's vacation, the holiday will not count as a day of vacation.

With the exception of the December Holiday, if an employee is required to work on a holiday the employee shall be compensated at the regular hourly rate and receive pay at the overtime rate for the number of hours worked on the holiday. Approval to work on a holiday must be granted in advance. Employees who are required to work on the December Holiday shall be entitled to a floating holiday to be taken between January 1 and June 30 and shall not be entitled to pay at the overtime rate for the hours worked. The holiday shall be scheduled by mutual agreement between the employee and the supervisor. Employees who do not take the floating holiday by June 30 will forfeit the holiday.

C. Sick Leave

1. Sick leave provides continuation of pay to the confidential employee who cannot perform his/her duties because of physical or mental illness or injury.
2. Each full-time confidential employee earns sick leave at the rate of eight hours per month. New employees employed after the 10th of the month shall have their sick leave pro-rated for that month. Employees who regularly work fewer than 40 hours per week earn sick leave at a rate in proportion to that of full-time employees. During extended sick leave, an employee ceases to earn sick leave beyond his or her potential entitlement for the current fiscal year but continues to earn vacation leave. There is no limit to the amount of sick leave which either full or partial contract employees may earn and accumulate from year to year.
3. Sick leave may be used in increments of one quarter hour or longer.
4. Sick leave may be used for appointments with doctors or dentists, or—after all personal necessity leave has been exhausted—up to seven days can be used for care of an ill member of the employee's immediate family as defined in this chapter (see section K.2.). Under certain circumstances approved by the Director of Human Resources, sick leave can also be used for other reasons of personal necessity.

5. An employee may not be gainfully employed while absent on illness or accident leave. Sick leave may not be used to extend a weekend or vacation when the employee is not actually sick. Sick leave is not a "rest leave" unless so prescribed by a physician.
6. Whenever an employee is absent on sick leave for three or more working days or when a pattern of sick leave suggests a chronic illness, a medical report that outlines the nature of the problem and the probable date of full recovery may be required. If the information from the employee's personal physician is insufficient, an examination by a physician of the district's choosing may be required, at district expense.
7. During any fiscal year an employee may convert up to 60 hours of earned sick leave credit in excess of 240 hours to vacation leave credit at the rate of six hours of sick leave credit for four hours of vacation leave credit. The request to convert sick leave credit to vacation leave credit under this section must be made in writing to the Director of Human Resources and will be approved only if the vacation leave credit from all previous fiscal years has been used at the date of the request or will be used in conjunction with the converted sick leave credit. Furthermore, any vacation leave credit granted under this section must be scheduled at the time it is requested and must be used as vacation leave within 30 days of the request for conversion unless the employee's worksite is closed on Fridays during July and August and the request for conversion is submitted for the irrevocable purpose of covering Fridays during those months. Sick leave converted to vacation leave may not cause the vacation leave balance to exceed the maximum accrual allowed under section A.2. For all employees employed before July 1, 1980, accumulated sick leave that has not been used at the time of retirement will be converted by PERS to service credit to determine the rate of retirement pay.
8. Pregnancy, miscarriage, childbirth, or recovery therefrom are treated as a temporary disability for which sick leave may be utilized. The length of the leave, including its beginning and ending dates, will be determined by the confidential employee and her physician, based upon the confidential employee's ability to perform her assigned duties.
9. Sick leave accumulated in other California school districts will be credited to the confidential employee upon request and certification as provided in Education Code Section 87782 and 87783 if the application for transfer is made within one year of termination from the former district.

D. Extended Sick Leave

1. Each confidential employee shall be entitled to extended sick leave for illness or injury at the end of all full-pay sick leave or at the end of 10 consecutive working days, whichever is later, and continuing for up to 130 working days from the first day of

absence because of illness or injury. Extended sick leave shall be granted in increments of not less than one full day for each working day of absence due to illness or injury.

2. A confidential employee on extended sick leave shall be entitled to extended sick leave pay as follows:
 - a. For a full month's absence, an amount that equals $66 \frac{2}{3}$ percent of the employee's "basic monthly earnings" on the date he/she was first absent, to a maximum payment of \$6,000 per month. "Basic monthly earnings" means $\frac{1}{12}$ th of the employee's annual contract salary.
 - b. For less than a full month's absence, an amount that equals an appropriate fraction of the extended sick leave pay calculated under section C. The fraction shall be determined by dividing the number of days of absence during the partial month by 20.
3. After the exhaustion of all extended sick leave, a confidential employee shall be notified by the Director of Human Resources that he/she may resign or apply for an unpaid leave due to disability. If such a leave is applied for, it may be approved for up to six (6) months. If the employee fails to resign, retire, or apply for an unpaid leave, or if an extension of leave is denied, the employee shall be placed on a 39-month re-employment list. When available during the 39-month period, the employee shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a re-employment list, as provided herein, who has been medically released for return to duty and who fails to accept three (3) offers of an appropriate assignment by the District shall be dismissed for cause.
4. In any event, if the employee remains disabled beyond the period of extended sick leave, he/she shall receive long-term disability benefits in the manner prescribed in the District's long-term disability insurance policy.

E. Industrial Accident Leave

1. Industrial accident leave provides continuation of pay to an employee who suffers an accident directly connected with the job. It does not affect the amount of accumulated sick leave. Industrial accident leave does not accumulate from year to year. If an absence overlaps into a new fiscal year, the employee will have available only that amount of industrial accident leave which has not been used in the prior fiscal year for the same accident. An employee may have no more than 60 work days of industrial accident leave for the same accident or illness.

2. Leave pay commences with the first day of absence. When an employee is eligible for Workers' Compensation, the compensation from that source is deducted from his/her pay so that the amount from both sources is equal to regular pay. After an employee has exhausted industrial accident leave, the employee shall continue to draw full salary up to the limit of sick leave. After sick leave is exhausted, the employee shall be placed on extended sick leave. At any time that the employee receives Workers' Compensation, the amount will be deducted from the salary paid by the District. If the absence must continue after he/she is no longer eligible for compensation from the district, the full amount of funds from Worker's Compensation may be retained by the employee.
3. Industrial accident leave is not considered a break in service, and the individual (if physically able) has the absolute right to return to a position in the class which he/she left, so long as the absence is not longer than the total of industrial accident leave, sick leave, and all other available leaves of absence paid or unpaid.
4. TREATMENT BY PERSONAL PHYSICIAN: An employee has the right to be treated by his/her personal physician from the date of injury. To exercise this right, the employee must notify the Office of Human Resources in writing of the name of his/her personal physician prior to the date of injury. The physician must be a qualified practitioner who has previously directed the medical treatment of the employee and who retains the employee's medical records. A form for filing this information is available from the Office of Human Resources.

F. Sick Leave Donation

1. A confidential employee may donate days of sick leave to individual District employees who, due to a serious health condition, have exhausted all accumulated sick leave. Donating employees must retain a sixty (60) day balance of sick leave after their donation. No employee may receive more than 40 days of donated leave per year.
 - a. A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider as defined in 29 USC 825.114(a) and as certified by an employee's physician or other qualified practitioner.
 - b. The Vice Chancellor of Human Resources will verify the certification for eligibility. If the certification from the employee's physician is insufficient, a certification by a physician of the District's choosing may be required, at District expense. The District may require additional medical opinions.
2. Donated leave must be in one day increments (no less than 8 hours). Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient

employee. In the event that the state or federal governments rule that tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

- a. The donated sick leave may be used only when the employee has exhausted accumulated sick leave and either is not eligible for long term disability or is eligible but has not begun to receive the long term coverage.
- b. The Vice Chancellor of Human Resources shall be notified of solicitation of donations. Solicitations of donations may be made by the individual or his/her representative(s).
- c. Donation of sick leave shall be authorized by a signed pledge form prepared by and filed with the District Office of Human Resources. In the event several employees donate sick leave, the sick leave shall be used in the order in which the signed pledge forms are filed with Human Resources.
- d. If the employee does not use all donated sick leave, the sick leave shall be returned to the donating employee(s).

G. Family Medical Leave

1. In accordance with state (California Family Rights Act) and federal (Family Medical Leave Act) law and district policy, under certain conditions a confidential employee may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances or the confidential employee's serious health condition. Qualifying circumstances would include but are not limited to birth, adoption or placement of a foster child, and care of a child, spouse or parent with a serious health condition.
2. A confidential employee using family medical leave is eligible for paid benefits during the leave.
3. Use of family medical leave for a qualifying circumstance including the employee's own serious illness runs concurrently with other paid and unpaid leaves granted by the district.
4. The district policy and procedure is found in Appendix E.

H. Parental Leave

1. A confidential employee may be granted a maximum of one year of unpaid leave of absence to care for a newborn or recently adopted child. The request for parental leave must be made in writing. The office of Human Resources will then ask the chancellor to refer it for action by the Board of Trustees. Leave to care for a newborn or recently

adopted child runs concurrently with leave granted under the Family and Medical Leave Act.

2. A confidential employee on parental leave must notify Human Resources within seven months after the start of the leave whether he/she intends to return to the employment of the district. Failure to comply with this regulation will void the responsibility of the district to find employment for the employee.
3. The employee will be reinstated within a period of one year from the start of the leave, and the district shall attempt, but makes no guarantee, to place the employee on the same campus or in the same assignment as that which was held when the leave began.
4. Time used in unpaid parental leave is not counted in the calculation of salary increments and other seniority factors.

I. Personal Necessity Leave

1. A confidential employee who has been employed by the District for at least one month, shall be granted five days of paid personal necessity leave per year. For the purposes of this section, "personal necessity" means obligations or unavoidable duties of an employee that must be performed during scheduled working hours involving:
 - a. Emergencies or obligations related to the employee's home or family members, including medical or dental appointments for the employee's family members when the nature of the appointment requires the employee's presence, or special family obligations such as attending a family member's graduation, wedding or funeral service;
 - b. Emergencies or obligations related to the employee, including appointments for the purpose of conducting personal legal affairs or financial transactions, receipt of a court order requiring absence from work, or observation of a major religious holiday of the employee's faith.
 - c. Natural disasters that prevent a confidential employee from meeting part or all of his/her scheduled work hours.

Whenever possible, personal necessity leave must be approved in advance by the employee's supervisor.

2. Personal necessity leave does not accumulate from year to year and may not be used for recreation, social events, or in lieu of sick leave. Unless there are unavoidable and compelling reasons, personal necessity leave may not be taken in conjunction with any holiday, sick leave, vacation, or other leave of absence.

J. Leave for Jury Duty

When a confidential employee is on leave for jury duty, he/she shall receive full pay less the fee paid for serving on a jury.

K. Bereavement Leave

1. A confidential employee is entitled to paid bereavement leave of absence sufficient to allow for three days, excluding weekends and holidays, on the account of the death of any member of his or her immediate family. If out of state travel or travel of more than 250 miles (one way) is required or if the death is of a spouse, domestic partner or child, paid bereavement leave sufficient to allow for five days, excluding weekends and holidays, shall be granted.
2. "Immediate family member" means the husband, wife, domestic partner, mother, father, sister, brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, son-in-law or daughter-in-law. "Immediate family" shall also include any relative of the employee or of the employee's spouse or domestic partner living in the immediate household of the employee.
3. Bereavement leave shall not be granted in any increment of less than one half day. The Board may grant additional days of bereavement leave with full compensation in cases of demonstrated need.

L. Unpaid Leave of Absence

1. Leave of absence without pay for a specific purpose and for a designated length of time not to exceed one year, or an extension upon request, may be granted under the following conditions:
 - a. A suitable short-term worker is available to fill the position of the employee on leave;
 - b. The absence of the employee will not reduce the efficiency of the program of the district; and
 - c. The employee can give reasonable assurance that he/she will return to the position at the conclusion of the leave.
2. If during an unpaid leave of absence the confidential employee continues to meet the definition of "qualified confidential employee" under applicable rules related to paid benefits, he/she shall continue to receive paid benefits. If a confidential employee on unpaid leave of absence does not meet this definition, he/she may continue to receive benefits by reimbursing the District in advance for the full premium or its equivalent.

To receive vacation credit, personal necessity leave credit, or sick leave credit during an unpaid leave of absence, a confidential employee must be in paid status for at least 12 working days during the month.

3. A confidential employee returning to duty after an approved leave of absence without pay shall be returned to the same assignment held prior to the leave, providing the employee has met the conditions under which the leave was granted. If the assignment no longer exists, the District shall place the returning employee in another position as soon as one is available for which he/she is qualified and shall endeavor to place her/him in a position in the same salary range as the one held at the time the leave was granted. Time spent on unpaid leave of absence does not count toward seniority, salary increments, personal necessity leave credit, sick leave credit, or vacation credit except as specified in paragraph 2. Each month during which the employee is not in paid status will not count toward the anniversary date and will advance it by one month.

M. Staff Development Leave

1. After completing seven years of service in the District as a contract employee, a confidential employee is eligible to apply for a leave of one month to ten months maximum at 85% of full pay. It is expected that a Staff Development Leave will be taken in one college year. However, the leave may be taken in separate years if:
 - a. The employee's application demonstrates that the leave plan can be most effectively fulfilled in separate years;
 - b. The supervisor certifies that it is in the best interest of the department for the employee to take the leave in separate years and will not create a hardship on the department;
 - c. The leave is commenced and completed within three years.

An employee becomes eligible for additional leaves after completing increments of seven years of service to the District. If the leave is taken in separate years, the months of active employment shall count toward eligibility for subsequent leaves (see Appendix F).

2. An eligible confidential employee may, on a leave request form (see Appendix F), apply through his or her supervisor for a Staff Development Leave. The leave may be used to complete interrupted studies, learn by observing methods used in industry or other educational institutions, or get a substantial start on a goal of additional education. The written application must present a detailed description of the proposed activities of the leave and the potential value of these activities to the District. If the employee intends to enroll in school, the application must identify the educational institution to be attended and, by academic term, a list of courses (with course descriptions) the

employee is interested in taking. The application shall contain precise dates for the beginning and ending of the leave.

3. All applications for the succeeding college year must be received by the Director of Human Resources before December 15. Each application that has been submitted and has received the recommendation of the immediate supervisor and the appropriate administrator shall be forwarded to the Confidential Staff Development Leave Committee for review and recommendation to the Chancellor. This Committee shall be composed of two confidential employee representatives and two administrators, one of whom will serve as chairperson. Funding for a minimum of 15 months of leave per year shall be guaranteed. If the number of recommended applications exceed the funding, the Committee shall establish procedures for deciding which leaves shall be recommended to the Chancellor for submission to the Board. Board-approved leaves will be announced by March 1 of each year.
4. An employee, as a condition of being granted a Staff Development Leave, shall agree in writing to render, upon return from leave, a minimum of two months of service to the District for each month of Staff Development Leave. If the leave is taken in separate years, service rendered will be determined according to the examples in Appendix F.
5. Within thirty days of returning from a leave, the employee must submit a written report to the Confidential Staff Development Leave Committee detailing the activities of the leave and their value to the District. If the employee attended school during the leave, he/she shall also submit a transcript or other appropriate documentation showing successful completion of the course work. Classes taken during a Staff Development leave for which the employee receives Educational Assistance are not eligible to be used to qualify for a Professional Growth Award as defined in Chapter 14.
6. After reviewing the report, the Confidential Staff Development Leave Committee shall either approve the report or request further information from the employee. If, after requesting further information from the employee, the Confidential Staff Development Leave Committee is unable to establish that the employee satisfied the conditions of the leave, the Committee may, if it determines it is appropriate, after considering possible mitigating circumstances, recommend to the Director of Human Resources that the employee be required to compensate the District for the expense of the leave. The decision of the Committee may be reviewed by the Chancellor at the request of the employee.
7. During the leave the employee will be entitled to all the benefits of qualified confidential employees except that only 85% of service time will be credited by the Public Employees Retirement Service. The employee may, however, arrange to make a contribution to the System to insure full service credit for the period of the leave as provided by the regulations of PERS. During the leave the employee shall earn 85% of the normal credit for sick leave and seniority. No vacation credit shall be earned during a Staff Development Leave.

N. Military Leave

A confidential employee shall be entitled to military leave as provided by Military and Veterans Code Sections 395 to 395.9.

O. Quarantine

A confidential employee will receive full compensation when quarantined by city or county health officials because of the illness of another person. He/she must, however, register the official document of the quarantine with the Office of Human Resources before receiving pay.

P. Monthly Time Report

It shall be the responsibility of each confidential employee to notify his/her supervisor when a leave is needed. Each confidential employee shall submit a monthly time report with his/her supervisor on the form provided by the District.

Chapter 8

PERSONNEL FILES

A. The Personnel File

1. The Office of Human Resources maintains a complete file of records on each employee of the district. Except for routine records, no items will be placed in a personnel file without the knowledge of the employee. An employee may examine the contents of this file, with the exception of confidential letters of reference and comments of interviewers. No document may be removed from the file, but the employee may receive a photocopy of any item on request.
2. Each confidential employee's official personnel file will normally contain the following items:
 - The original application form;
 - Records of all job classifications, assignments, and pay changes;
 - All performance evaluations;
 - Copies of garnishments and other legal papers processed by the District;
 - Changes of name or address;
 - Other pertinent information concerning the employee.
3. All personnel files shall be kept in confidence and shall be available for inspection only to officials of the District in the proper administration of the District's affairs or the supervision of the employee. Information from the employment records of a confidential employee shall not be released outside of the district without the consent of the employee unless the release is compelled by law or by a judicial order or lawfully issued subpoena.

B. Material Added to the File

1. The employee must read and sign all evaluations and contract changes before these are added to the permanent file. The employee's signature does not necessarily indicate agreement with or acceptance of the terms of the document, but acknowledges that he/she is aware of the terms of the contents. Refusal to sign will not prevent a document from being entered into the file. The employee's refusal will be so noted when the document is entered into the file.
2. In cases where the District has received information concerning an employee which is damaging to his/her character or reputation, the Director of Human Resources will seal

this information in an envelope to be opened only by him/her, the President of either campus, the Chancellor, the Board of Trustees, or the employee or his/her representative as designated in writing. Whenever such information is placed in a file the employee will be notified.

3. The employee shall be given an opportunity during working hours and without loss of pay to initial and date any derogatory written material and to prepare a written response to such material before it is placed in his/her personnel file. The written response shall be attached to the material. All materials in the personnel file must be dated and the source indicated. If other than routine material, it must be signed by the originator. No anonymous material may be placed in the personnel file.

C. Material Not Part of the File

Any working files kept by any supervising administrator may contain material that is appropriate to the day-to-day supervision. However, no adverse action of any kind shall be taken against the employee based on materials which are not in the official personnel file. Information in the supervising administrator's working file may contain backup information to official material in the process before being placed in the official file, or unofficial day-to-day information.

D. Changes in the Record

All derogatory materials except official evaluations and court orders, if the employee so requests, shall be removed from the personnel file and destroyed after remaining in the file for a period of two years unless there is a legal prohibition against such destruction. If there is such prohibition, such material shall be sealed and kept with the personnel file.

Chapter 9

DISCIPLINARY ACTION

A. Purpose

1. The Disciplinary Action Procedures for Confidential Employees shall be the exclusive means by which a permanent classified employee may be dismissed for cause, involuntarily suspended without pay, or demoted
2. Prior to any disciplinary action, imposed or proposed the employee will be advised that he or she may consult with another confidential employee or other individual.

B. Disciplinary Action

1. Except in circumstances calling for immediate imposition of discipline, the District's intent regarding disciplinary actions is to utilize progressive discipline.
2. The following actions or other appropriate measures may be taken for disciplinary reasons by the District against a permanent employee for the causes as determined by the Board of Trustees:
 - "Dismissal" is termination of employment by the District.
 - "Suspension" is temporary removal from the employment of the District for a specified period of time without pay.
 - "Involuntary Demotion" is placement in a lower classification.

C. Definitions

1. The following definitions shall govern these procedures.
 - "Chancellor" means the Chancellor of the Foothill-De Anza Community College District or such persons as the Chancellor may designate to act for the Chancellor.
 - "Disciplinary Action" means any action to suspend, demote or dismiss an employee for cause. Disciplinary action does not include termination during probation.
 - "District" means the Foothill-De Anza Community College District, its Board of Trustees, or any management employee who has authority to act on behalf of the District.

- "Employee" means any confidential employee
- "To file" means to deliver either personally accompanied by a receipt for the employee to sign and date with a copy retained by the employee or by certified mail, return receipt requested. A document is "filed" on the day it is received in the case of hand delivery or on the postmark date in the case of certified mail.
- "Hearing record" or "record" means all of the documents and materials that are a part of the disciplinary action proceeding, including, but not limited to: the Notice of Discipline; the employee's response to the Notice, if any; all of the evidence introduced at the hearing; the tape recording of the hearing; and the transcript of the hearing, if any.
- "Notice" means Notice of Discipline.
- "Skelly Officer" means a management employee designated by the Chancellor to receive and evaluate an employee's response to the Notice, if any, prior to the effective date of the sanction.
- "Shall" is mandatory; "may" is permissive.
- "Working day" means any day during which the central administrative offices of the District are open for business.

D. Cause

1. Any confidential employee may be suspended, demoted, or dismissed for any of the following causes:
 - Incompetence
 - Failure, refusal, or inability to perform the normal and reasonable duties of the position;
 - Dishonesty;
 - Use of District time, facilities, equipment, or supplies for private gain or advantage;
 - Unprofessional conduct;
 - Participation in any activity or enterprise or acceptance of any employment that is inconsistent, incompatible, in conflict with or inimical to the duties of the position;

- Conviction of any crime involving moral turpitude or controlled substances or conviction of a felony;
- Evident unfitness for service;
- Consumption of alcoholic beverages, or intoxication while on duty;
- Insubordination;
- Possession, use or distribution of any controlled substance on District property or while on District business unless such possession or use is under a valid written physician's prescription;
- Unexcused or excessive absenteeism or tardiness.

E. Progressive Discipline

1. Except as provided in sections J and K of this Chapter the supervisor shall give a reasonable period of advance warning to allow the employee time to correct the deficiency without incurring disciplinary action.
2. In handling disciplinary matters, it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. Progressive discipline may be as follows:
 - Warnings: Except in those situations where an immediate reprimand or suspension is justified the employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such warnings shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action.
 - Written Reprimand
 - Suspension
 - Involuntary Demotion
 - Dismissal
3. The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two years preceding the date that the District files the notice of disciplinary action.

F. Dismissal and Non-immediate Suspensions

An employee who is to have disciplinary action taken against him/her shall be informed in writing of the following:

1. Notice of Intended Discipline:

The Chancellor or designee may initiate disciplinary action against an employee by serving the employee with a Notice of Intended Discipline. The Notice shall be in writing and it shall set forth a statement of the cause for discipline, the events or transactions upon which the cause is based, the nature of the discipline to be imposed and its effective date, and a statement of the employee's right to appeal the action.

The Notice shall name a Skelly Officer for the purposes of Section F.3.

A copy of these procedures shall be attached to the Notice.

2. Statement of Charges:

A statement of the specific charges against the employee shall be written in ordinary and concise language describing the specific acts and omissions on which the disciplinary action is based and shall include the cause and any rules and regulations which have been violated. No charge, however, shall be made for a cause which occurred prior to the employee's becoming permanent nor more than two years from the filing of this statement of charges, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

3. Service of Notice--Response and Review Period--Effective Date of Discipline:

The Notice of Intended Discipline shall be served upon the employee either in person or by certified mail at least five working days prior to the effective date of the sanction.

At any time prior to the effective date of the discipline, the employee or his or her representative may examine the material upon which the discipline is based.

The employee may request a Skelly conference before the Skelly Officer prior to any disciplinary action being taken. In the alternative, the employee may respond in writing. Any writing must be submitted to the Skelly Officer named in the Notice of Intended Discipline by the date specified in the Notice.

If, after receiving and evaluating the employee's response the Skelly Officer believes modifications to the Notice are necessary, he or she shall make any recommendations to the Chancellor that are appropriate.

G. Notice of Discipline

After receiving the recommendations of the Skelly Officer, the Chancellor shall serve the employee with the Notice of Discipline. The Notice will include any modifications to the Notice of Intended Discipline.

The employee may request a hearing in writing within seven (7) working days after service of the statement of charges. A card shall be provided to the employee with the statement of charges, the signing of which shall constitute a demand for a hearing and denial of all charges. Failure to request a hearing within seven (7) working days of service of the Notice of Discipline shall be a waiver of a right to the hearing.

H. Formal Hearing – Recommended Suspension, Demotion or Dismissal

1. The employee has the right to a hearing on the charges. If the employee elects a formal hearing, the Board shall designate a Hearing Officer as its authorized representative to hear the case. Selection of the Hearing Officer, by the Board of Trustees, shall be from a panel provided by the California State Mediation And Conciliation Service (CSMCS). The employee's request for a hearing must be in writing, mailed or delivered to the Chancellor no later than seven (7) working days after the date on which the District's notice of intent is served on the employee and that the employee has the right to representation at such hearing. Failure to request a hearing within the seven (7) days shall be deemed to be a waiver of the right to the hearing.
2. The hearing shall be held within a reasonable period of time but not less than thirty (30) calendar days after the filing of a request for hearing.
3. The employee or the employee's representative may inspect any documents in the possession of the District which may be used to support the charges and/or are part of the employee's personnel file. The employee or the employee's representative may also interview other employees of the District who have knowledge of the acts or omissions upon which the disciplinary action was based.

Not later than the commencement of the presentation of evidence at the hearing, the employee and the Disciplinary Officer shall exchange the names of the witnesses they reasonably expect to call.

4. The employee may be represented at the hearing by a representative of his or her choice. If the representative or any witnesses required are employees of the District, they shall be released from duty to testify or represent with no loss of pay or benefits.
5. The District shall arrange for the making of an audio tape of the hearing. Following the completion of the hearing, the employee may purchase a copy of the tape at cost.

6. The employee, the Hearing Officer or both may have a court reporter present to record the hearing; provided, however that if the court reporter's notes are transcribed the other party may purchase a copy of the transcript at cost.

I. Confidentiality

1. The evidence, proceedings, and conduct of the hearing shall remain confidential and shall not be made public by the District, by any of the participants at the hearing or by any person attending the hearing, except as any of the foregoing may be filed in court or introduced as evidence in an administrative or court proceeding brought to review an action taken pursuant to these procedures. In the event such matters do become public, however, such public statements as are appropriate may be made.
2. This policy of confidentiality shall not preclude discussion of the case with others as necessary to prepare for the hearing, nor shall it preclude the District from taking any action following appropriate procedures against any person or entity on the basis of evidence developed at the hearing.

J Results of the Formal Hearing

1. The Board will make a final decision at a board meeting following receipt of the Hearing officer recommendation. The employee will be advised immediately of that decision in writing.

K Immediate Suspension

1. An employee may be immediately suspended with pay under circumstances in which retention of the employee in the job would potentially cause harm to students, employees, public property or any other persons, and where the protection of lives becomes a factor.
2. Upon the imposition of the immediate suspension, the employee shall be given verbal notification to go home or to stay home, followed by immediate written notice.
3. Such suspension shall be with pay until the employee has been given the opportunity to meet with the Chancellor or his/her designee, who shall explain the reasons for the suspension. At such meeting, the employee may state, orally or in writing, his/her side of the matter. If the employee's statement is in writing, the District shall enter such statement in to the employee's personnel file, along with the District's notice of suspension and accompanying reason's therefor. Thereafter, whether or not the employee's emergency suspension continues, and whether or not, if it continues, it shall be with pay or without pay, shall be decided by the Chancellor or his/her designee.

4. In addition to any other remedy or sanction provided for herein, the Chancellor may, under circumstances that render it lawful, notify any employee who has willfully disrupted the orderly operation of the District or any of its facilities that the employee may not remain on any campus or other facility of the District. In such event the Chancellor shall adhere to the requirements of, and the employee shall be accorded the rights prescribed in, Penal Code Section 626.4.

L. Administrative Leave

1. Notwithstanding any other provision of this Chapter, a confidential employee may be placed immediately on paid administrative leave pending investigation of incidents and/or pending a hearing for any cause listed in this Chapter
2. If the incidents giving rise to the administrative leave are not documented in writing, in the employee's personnel file, including the fact that the employee was placed on such leave, neither the incidents nor the fact of such leave may be later used in any disciplinary action against the employee.
3. The employee shall be supplied with a copy of any such written documentation prior to its placement in his/her personnel file and has the right to respond to the contents of the documentation within ten (10) working days. Any such response shall be attached to and made a permanent part of the documentation.

Chapter 10

LAYOFFS

A. Layoff

Lack of work or a lack of funds may result in the abolition of a position and the release of a probationary or permanent employee. These reasons must be bona fide. Layoff may never be used as a disciplinary measure. If layoff occurs in an area where there is more than one person in the same classification, layoff will proceed in reverse order of seniority. In the event of a layoff, the District shall not:

- a. Use short-term temporary employees, volunteers, students or faculty employees to replace a displaced or laid-off employee.
- b. Contract out the work formerly done by a displaced or laid-off employee;
- c. Require an employee to perform overtime work or increased work assignments over and above his/her regular assignments as a result of a layoff;
- d. Add increased responsibilities without following appropriate procedures.

B. Reduction in Hours

After a decision to reduce hours has been negotiated, any reduction in regularly assigned hours shall proceed in the order of layoff as prescribed in this article. Persons experiencing such reduction shall be considered laid off for purposes of determining all rights and benefits.

C. Consultation with Confidential Employees

A reasonable time before any budget reduction or change of program that may result in the layoff of confidential employees, the District shall notify all confidential employees of the financial and program status of the District and of possible need to eliminate or reduce classified positions. The District and confidential employees shall meet not later than ten days following notification. The purpose of the discussion is to examine alternatives and opportunities available to each employee who may be subject to layoff, unique conditions that may affect specific employees and the possible consequences for other employees. The District may hold division, department or campus meetings to explain the conditions leading to layoff and to explain the reasons for selecting certain positions for layoff.

D. Notice of Layoff

An employee who is to be laid off shall receive at least 45 days notice prior to the layoff. The notice of layoff shall be in writing. The notice shall include the effective date of the layoff and a statement of the employee's "bumping" and reemployment rights.

E. Order of Layoff

Any layoff shall be effected within a class. The order of layoff shall be determined by seniority within that class. An employee with the least seniority in higher classes in which the employee has served shall be laid off first. Seniority shall be based on the number of hours an employee has been in paid status in the class or higher classes. If two or more employees subject to layoff have equal seniority in a class, the employee with the later date of initial employment in the District as a probationary employee shall be laid off. If the dates of initial employment are identical, the determination shall be made by lot.

F. Retirement in Lieu of Layoff

An employee who is eligible for retirement and who has received a notice of layoff may, in lieu of layoff, elect to accept service retirement without loss of reemployment rights as provided in Education Code Section 88015.

G. "Bumping Rights"

An employee laid off from his/her position in a class may "bump" into the next lower class in which the employee has greater seniority than another employee in that class. An employee who has exercised "bumping" rights shall be placed on the salary step that the employee would have attained if he/she had remained continuously in the lower class and shall retain all service recognition and professional growth awards and all years of service towards the Service Recognition Award.

H. Layoff Rather than "Bumping"

An employee may volunteer to be laid off. An employee who elects to be laid off rather than exercising his/her right to "bump" another employee retains all reemployment rights.

J. Reemployment Rights

A permanent employee who has been laid off or has taken a voluntary demotion or reduction in hours in lieu of layoff shall have reemployment rights for a period of 39 months from the date of layoff, voluntary demotion, or reduction in hours. An

employee who takes a voluntary demotion in lieu of layoff shall be granted the same rights for reemployment in his/her former class as persons laid off but shall retain eligibility for reemployment in the former class for an additional twenty-four (24) months. The District shall offer such an employee any available position in a class or classes in which the employee had formally achieved permanency. The order of such offers shall be according to the seniority of all employees laid off in the class. An employee reemployed after layoff shall be fully restored to his/her class as a permanent employee (with all appropriate service credit and level of benefits) and to his/her former placement on the salary schedule, including earned awards. A probationary employee shall be required to serve the remaining months of probation in the new position.

H. Right to Apply for Other Positions

In addition to the absolute right to any available position in the class from which he/she was laid off or in which he/she had formally achieved permanency for which he/she is qualified by seniority, an employee who has been laid off may apply for any open positions in classes in which he/she has not served and shall be granted an interview for such a position if he/she meets the basic qualifications set forth in the official job description for the class.

I. Reemployment Rights in Other Positions

If a former confidential employee who has been laid off is reemployed within one calendar year in a position other than one in a class to which he/she has rights to reemployment under Section H, he/she shall be reemployed in probationary status but shall regain hours in paid status for seniority purposes, earned sick leave, unused personal necessity leave, and former vacation status. Salary placement in the class in which the employee has not previously served shall be at Step 1, or, in appropriate cases as determined by the Director of Human Resources, Step 2; however, the employee shall retain any Service Recognition Awards and Professional Growth Awards earned as an employee of the District.

J. Notification of Opening

An employee who has been laid off shall be notified in writing by the Director of Human Resources of any opening for which he/she is eligible under Section H. Such notice shall be sent by certified mail to the last address given to the District by the employee. The mailing of this notice shall constitute the entire notification responsibility of the District.

K. Employee Response

An employee shall notify the District of his/her intent to accept or refuse reemployment within 10 days of the mailing of the reemployment notice. If the employee accepts reemployment, he/she must report to work within 30 days following the mailing of the notice. An employee sent a notice of reemployment need not accept reemployment in order to maintain reemployment rights provided the employee notifies the Director of Human Resources within 10 days. However, if the employee fails to reply within 10 days or refuses three such offers of reemployment, his/her reemployment rights shall terminate.

L. Improper Layoff

An employee who has been improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for any loss of salary or benefits.

M. Seniority Roster

Whenever a layoff is anticipated, confidential employees shall be permitted access to the most recent seniority roster for affected employees at least fifteen work days before a layoff resolution is presented to the Board for action.

Chapter 11

GRIEVANCE PROCEDURES

A. Purpose

This grievance procedure is intended to provide a formal method of resolving confidential employee grievances. It is the intention of the District to encourage the informal resolution of potential grievances at the lowest possible administrative level, and this procedure may be used only after the employee and supervisor have made a conscientious effort to resolve the dispute informally. The employee may have the assistance of another employee in informal resolution attempts.

B. Definitions

1. "Grievance" means a written statement by an employee, alleging that he or she has been directly wronged by the District's violation, misinterpretation or misapplication of a specific provision of this Handbook.
2. To "file" means to deliver, either personally, or by certified mail return receipt requested. A document is "filed" on the day it is received.
3. "Notice" means a notice of grievance on a form designated by the District.
4. "Working Day" means any day during which the central administrative offices of the District are open for business.

C. Who May File a Grievance

A grievance may be filed by any of the following individuals so long as they are not alleging a violation, misinterpretation or misapplication of the Handbook previously grieved.

- Any confidential employee who, at the time of filing, is designated by the District as a confidential employee.
- A representative designated in writing by the employee who has been authorized to file the grievance on behalf of the grievant.

D. Representation

At the informal step and thereafter, the grievant and the person designated by the Chancellor to represent the District, if any, may each be assisted by a representative who may advise or act for the party he or she represents.

E. Filing a Formal Grievance

1. A formal grievance is initiated by the filing of a Notice of Grievance on the prescribed notice form. (The grievance form is included in the Appendix of Forms.)
2. The Notice must be filed by the grievant or designated representative with the grievant's supervisor and with the Director of Human Resources. Failure to file the grievance with the Director of Human Resources within the time limit will invalidate the filing of the grievance. If the grievance is not filed correctly with the supervisor, the Director of Human Resources will direct the grievance to the appropriate administrator for response.
3. The grievance must be filed within 20 working days after the grievant discovered or reasonably could have discovered the circumstances or action giving rise to the grievance. Regardless of the date of discovery, however, a notice shall not be timely if it is filed after the applicable statute of limitations period set forth in relevant laws. Informal attempts at resolution must take place within the 20 working day period before filing of the grievance provided, however, that if attempts at informal resolution require further discussion the timeline for filing a formal grievance may be extended by mutual written agreement of the parties.

F. First Level of Review

1. Either the supervisor, or the grievant, may request a conference with the other. At such a conference, the parties may exchange written and oral information about the grievance. The grievant and the supervisor may each have a representative at the conference.
2. Within 10 working days following the receipt of the grievance, the supervisor shall render a written decision including the reasons therefor. The supervisor shall send the decision to the grievant, with copies to the Director of Human Resources.

G. Second Level of Review

1. If the supervisor denies the grievance, or fails to render a timely decision, the grievant may proceed to the second level of review. To do so the grievant must file a request for a second level review within ten working days following the date of the decision at the

first level or the date on which that decision was due, whichever is earlier. The request must be filed with the second level manager and with the Director of Human Resources.

2. Upon receipt of a notice, the second level administrator may meet with the grievant, the employee's representative (if any) and the person designated to represent the District, if any. At the meeting, the second level administrator shall permit the grievant and the District representative to express their argument regarding the grievance and to submit any relevant information.
3. Within ten working days following his or her receipt of the notice, the second level administrator shall render a written decision including the reasons therefor. The decision shall be sent to the grievant, with copies to the Director of Human Resources.

H. Request for Appeal

1. If the employee is not satisfied with the decision of the second level administrator he/she may within five (5) work days file a request for final appeal to the Chancellor. If the Chancellor is involved with the Grievance, the employee may make the final appeal to the Board of Trustees. The employee must state the reasons for the appeal.
2. Upon receipt of a request for an appeal, the Chancellor or Board shall review the Notice of Grievance and the decisions rendered by the supervisor and the second level administrator. The Chancellor may schedule a meeting with any of the parties or may render a decision based on the written material. If the Board receives a request for an appeal the Board shall appoint a representative to review and investigate the grievance and make a recommendation to the Board. The decision of the Chancellor or the Board is final.

Chapter 12

PRE-RETIREMENT REDUCTION IN CONTRACT

A. Eligibility

1. Each full-time, 12-month, 11-month, 10-month or academic-day confidential employee who meets the requirements of this article may reduce his/her contract from full-time to part-time while maintaining his/her retirement benefits pursuant to Education Code Section 88038 and Government Code Section 20819.
2. To be eligible for a pre-retirement reduction in contract, the employee must:
 - a. have reached the age of 55 prior to the reduction in contract;
 - b. have been employed full-time for at least ten years in a position requiring membership in an appropriate California state retirement system;
 - c. have served full-time employment without a break in service during the preceding five years.
3. A leave of absence shall not constitute a break in service for the purpose of this chapter but neither shall time spent on any leave of absence count towards the 5-year, full-time service required by this chapter.

B. Period of Reduced Contract

A confidential employee's contract may be reduced under this chapter for the remainder of his or her contract with the Board up to a maximum of five years. At the conclusion of the period during which the employee's contract is reduced, he or she must retire unless, during the first year of the reduction in contract, the employee submits a written request to the Board on or before May 1 to return to full-time employment at the beginning of the next college year.

C. Provisions

1. A confidential employee whose contract has been reduced under this chapter retains all paid benefits afforded full-time confidential employees and receives a pro-rata share of the salary he or she would have earned had he or she continued full time. In addition, the employee retains, on a pro rata basis, all other rights and benefits of confidential employees except the right to receive a staff development leave.

2. A confidential employee whose contract has been reduced under this chapter must fulfill the appropriate pro rata share of the duties that would have been required had he or she continued as a full-time employee.
3. A confidential employee whose contract has been reduced under this chapter must contribute to the appropriate retirement system by payroll deduction the amount he or she would have contributed had he or she continued full time in accordance with Education Code. The Board will contribute to the appropriate retirement system the amount required by law.

D. Process

1. To implement the provisions of this chapter, a confidential employee must file a written request with the Director of Human Resources for a reduced contract specifying:
 - a. the request is being made under the provisions of this chapter;
 - b. the percentage of contract that the confidential employee desires, provided it is not less than one half of a full contract (measured in full days of paid service); and
 - c. the number of years during which the confidential employee wishes his or her contract to be reduced, provided the number of years does not exceed five.
2. The request must be filed no later than May 1 preceding the college year during which the confidential employee wishes the reduced contract to become effective. If the employee's request is granted, the reduced contract will take effect at the beginning of the next college year and may be revoked only with the mutual consent of the employee and the Board.
3. Nothing in this chapter prohibits a confidential employee from requesting, and the Board from granting, a reduction in contract outside of the provisions of this chapter.

Chapter 13

PAID BENEFITS FOR RETIRED EMPLOYEES

A. Qualified Employee

1. The Board provides each retired confidential employee, hired before July 1, 1997, who is eligible under the terms of this chapter, and his or her eligible dependents health and hospital benefits, prescription drug benefits, vision care benefits, and dental care benefits as provided in this chapter.
2. An eligible retired confidential employee is a confidential employee:
 - a. who is age 55 or older, who has retired under the State Teachers' Retirement System or the Public Employees' Retirement System (or who has applied for and is eligible to receive a service retirement from either retirement system) and who has rendered service to the District at least half-time as a contract or regular certificated employee or a probationary or permanent classified or confidential employee for ten or more years immediately preceding his or her retirement; or
 - b. who has retired from the District and is receiving a disability allowance from the State Teachers' Retirement System or the Public Employees' Retirement System, and who has rendered service to the District at least half-time as a regular or contract faculty member, classified or confidential employee or administrator for ten or more years immediately preceding his or her disability; or
 - c. who was hired before July 1, 1997, and has rendered service to the District as a permanent or probationary employee with a normal work week of at least 20 hours for 20 or more years immediately preceding his or her resignation. If the employee qualifies under this section, benefits shall be provided to the employee and his/her spouse only.
3. No absence from the service of the District under a leave of absence and no period of reduced service is deemed as a break in the continuity of service required by this section. Time spent on a confidential staff development leave, a faculty professional development leave, an administrative development leave or a classified staff development leave is deemed to be full-time service for the purpose of this chapter.
4. The benefits provided to eligible dependents pursuant to this section shall cease upon the death of the retired employee. However, a surviving spouse may continue to receive benefits under this section by reimbursing the District quarterly, in advance, for the full premium or its equivalent for all of the benefits provided.

B. Benefit Provisions

1. The benefits provided under this chapter remain in accordance with the District Medical Plan or the Kaiser Medical Plan under which the retired employee was receiving benefits at the time of retirement. He or she may change plans after retirement during the District open enrollment period.
2. Each retired confidential employee and every eligible dependent, upon obtaining eligibility for Medicare, receives benefits under this chapter only in a manner that augments the benefits that the employee or dependent could receive from Medicare even though the retired employee or his or her dependents fail to claim rights to Medicare benefits. It is the sole responsibility of the retired employee and his or her dependents to apply for and satisfy the requirements of Medicare; however, the Board reimburses the retired employee and his or her eligible dependents for the cost of Medicare Part B if adequate proof of payment is submitted to the Department of Human Resources once each calendar year and at any time that the amount of the premium is changed by Medicare.
3. To obtain the benefits provided under this chapter, a confidential employee must file an application for the benefits with the Department of Human Resources and complete all necessary enrollment forms before the last date of his or her employment with the District.

C. Bridge Program

1. Qualified confidential employees employed after July 1, 1997 are eligible for a health benefits bridge program to cover the period of time between retirement and eligibility for Medicare coverage. So long as the eligible Medicare recipient has fulfilled the requirements of this section, the bridge shall remain in effect during the period of any delay in initial receipt of Medicare benefits which is not the fault of the recipient.
2. A qualified confidential employee under this program is one:
 - a. who is age 55 or older, who has retired from the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) (or who has applied for and is eligible to receive a service retirement from either of said retirement systems), and who has rendered service to the District at least half-time as a contract or regular employee for fifteen (15) or more years immediately preceding his or her retirement. No absence from the service of the District under a leave of absence and no period of approved reduced service shall be deemed as a break in the continuity of service required by this program. Time spent on any Staff Development Leave shall be deemed to be full-time service for the purpose of the program; and

- b. who has provided evidence that he/she has Medicare coverage.
3. A qualified spouse or bona fide domestic partner is one:
- a. who is at the time the qualified confidential employee retired under this program and thereafter the spouse or bona fide domestic partner of the employee; or
 - b. who was the spouse or bona fide domestic partner of the qualified employee on the date of the employee's retirement and is at the time of death of the retiree and thereafter, the surviving unmarried spouse or bona fide domestic partner of the retiree; or
 - c. who was the spouse or bona fide domestic partner of an employee who at the time of his or her death was at least 55 years of age and rendered sufficient service as defined in this chapter to qualify for paid benefits upon retirement and is an unremarried surviving spouse or qualified domestic partner while receiving benefits.
4. Each retired confidential employee who qualifies under the terms of this chapter and his or her eligible spouse or bona fide domestic partner as defined shall be eligible for District health and hospital benefits, prescription drug benefits, vision care benefits and dental care benefits as provided in this chapter and described in Chapter 6.
5. To be able to provide confidential employees a bridge program that is comparable to that offered to other employees, the District's contribution shall be based on the SEIU salary schedule. After retirement, under this program the District shall contribute monthly towards the payment of the retiree's benefits as defined herein:
- a. During each month of eligibility under the program the monthly contribution shall be one twelfth of the annual sum of 2.8% of Range 70, Step 6 of the SEIU salary schedule, unless a lower percentage is allowed under 5.d below.
 - b. If the confidential employee has a spouse or qualified domestic partner on the date of retirement, and the spouse or domestic partner has no medical benefits coverage as a primary insured, the District will contribute up to 5.6% of Range 70, Step 6 of the SEIU Salary Schedule for the premiums for the retiree and the spouse/domestic partner. The monetary equivalent of the applicable percentage shall be applied to payments for these benefits of the covered retired employee, spouse, surviving spouse or domestic partner.
 - c. Should the actual cost of the benefits selected cost more than the above, the covered individual(s) shall pay the difference to the District each month.
 - d. Should the actual cost of the benefits selected by a covered individual amount to less than the allowed percentage then the actual percentage shall be that which reflects the actual cost of the selected benefits.

6. The benefits provided to eligible confidential employees and spouses and bona fide domestic partners under this program shall cease when the employee, unmarried surviving spouse or bona fide domestic partner as the case may be qualifies for and begins receiving Medicare coverage consistent with C.1 above.
7. If confidential employees are given any options regarding health benefit plans (for example, the choice between Kaiser and the District's self-insured plan) during the bridge period, the covered employee (and/or qualified spouse or domestic partner) shall receive benefits in accordance with the plan or plans under which the retired confidential employee was receiving benefits at the time of retirement and he or she shall not be allowed to change after retirement except during open enrollment periods.
8. If a spouse or bona fide domestic partner of a retired confidential employee receives benefits under any other health benefits plan as a primary insured, the benefits provided under the other plan shall be primary for that spouse or bona fide domestic partner and those benefits shall not be provided under this program.
9. To obtain the benefits provided under this chapter, every confidential employee and eligible surviving unremarried spouse or domestic partner shall file an application for the benefits with the Office of Human Resources and shall complete all necessary enrollment forms before the last date of his or her employment with the District. The spouse or domestic partner will sign a statement verifying that he/she does not have medical benefits insurance in his/her own right as a primary insured. The employee is required to provide information to Medicare to verify Medicare eligibility and to update that information as appropriate.
10. The benefits provided under this program are subject to change or termination by mutual agreement between the confidential employees group and the Board.

Chapter 14

PROFESSIONAL GROWTH PROGRAM AND EDUCATIONAL ASSISTANCE

A. Purpose

The purpose of the Professional Growth Program is to provide incentives to confidential employees to enhance and update their performance through continuing education and through involvement in professional organizations and associations.

B. Evaluation

The Director of Human Resources will review and evaluate applications for professional growth and be responsible for recommending such awards to the Board.

C. Employee Eligibility

Confidential employees may begin Professional Growth Program activities at any time after employment. However, to be eligible for the Professional Growth Award, an employee must have completed at least one year of employment with the District or have achieved permanent status. An employee can carry over excess points earned during one award period to another, except for those earned during a Professional Development leave. A minimum of two years in paid status must have occurred since the last award.

D. Qualifications for the Professional Growth Award

1. The program is based upon the accumulation of 200 hours for each award earned while an employee; e.g., course work started prior to employment will not be considered for an award.
2. An application for an award must be accompanied by appropriate documentation; e.g., official transcripts or verification specifying dates and hours. An award may only be awarded once every two years, for a maximum of \$8,400.
3. An application must demonstrate a diversity of activities. The hours may be earned through a combination of the following:

- a. Completion of college, adult or continuing education, or trade school courses. Each course must be approved and evidence of completion filed with the Director of Human Resources. The grade received in each course must be at least a "C" or a "Pass" to qualify, and no hours are earned for an audited class. The calculation of hours for courses which are assigned a certain number of units will be based on the following:

- one quarter unit = 12 hours
- one semester unit = 18 hours

The District agrees to waive, at the time of registration, basic fees required by Foothill or De Anza Colleges.

- b. Attendance and participation in district in-service workshops related to the work of the district.
- c. Participation in a leadership role in professional associations or participation in committee work and (to the extent) of the guidelines approved by the Director of Human Resources.
- d. Participation in educational organizations and agencies and special activities, such as seminars, conferences, conventions, institutes, and lectures offered by colleges, adult schools, professional associations, and community organizations.
- e. No more than one award (or 200 hours) may be earned for activities during a staff development leave. There will be no carryover of excess hours earned during a staff development leave. It will be the responsibility of the employee to report all hours earned during a leave; if not reported, staff development leave hours will be withheld. There will be no premium points awarded for Staff Development Leave activities.
- f. A maximum of thirty-six (36) hours for Physical Education credits per award.

E. Effective Date

The Professional Growth Program is effective July 1, 1998.

F. Applications

Application forms for professional growth awards are available from the Office of Human Resources. Confidential employees will follow the processes agreed to in the SEIU employees' contract.

G. Award Amount

The award amount will be \$840 per year for employees who meet the requirement. An employee is eligible for a maximum of \$8,400 in Professional Growth Awards.

H. Educational Assistance

1. The district shall maintain a fund for assisting confidential employees to be used to fund educational expenses other than salary in the employee's current field or to support activities that will prepare the confidential employee for new fields or endeavors.
2. A fund of \$3,000 shall be appropriated each academic year to defer in whole or in part the cost of tuition, workshop and application fees, books, or supplies and related expenses other than salary. Confidential employees may receive up to a maximum of \$1,000 per academic year. Any balance shall be carried over into the subsequent year up to a maximum of \$10,000. Assistance shall be on a first-come, first-served basis.
3. A confidential employee is eligible for educational assistance after having served one or more years in the district. To be reimbursed for educational expenses, a confidential employee must submit proof of course completion (e.g., official transcripts) and attain a course grade of C or better. Educational assistance funds may be used during a Staff Development Leave, but hours earned with Educational Assistance funds during a Staff Development Leave are not eligible for points toward a professional growth award.

Chapter 15

POST RETIREMENT PROGRAM

A. ELIGIBILITY

A Confidential employee who is at least 55 years of age and who has been employed by the District as a full time employee for at least ten (10) years and has retired from PERS is eligible to participate in the Post Retirement Program for Confidential Employees.

2. PROVISIONS

Participation in this program shall be limited to ten-year period subsequent to the employee's effective date of retirement under PERS.

Assignments shall be to Confidential position classifications or positions of similar scope and responsibility.

Notwithstanding the above, no Confidential employee is guaranteed an assignment under this program nor is the Board required to offer an assignment under this program to an otherwise qualified Confidential employee.

Confidential retirees employed under this program are subject to the limits established by PERS regarding post retirement service. It is the retiree's responsibility to advise the District of the number of hours he/she may be employed. The District bears no responsibility if a Confidential retiree exceeds the limits established by PERS.

The hourly rate earned by a Confidential employee under this program shall be based on the salary the employee was receiving during the last year of employment prior to retirement.

The Confidential retiree employed under this program shall not be eligible for paid benefits except those for which he or she qualifies under Chapter 12 of this Handbook. The retired Confidential employee shall not be eligible for paid sick leave, vacation or personal necessity leave under this program.

3. PROCESS

An eligible Confidential employee may be offered employment under this program by submitting a written request to the appropriate administrator as early as possible but no later than two months before the effective date of the employee's retirement. The request will serve to place the Confidential employee on a hiring list for future assignments in accordance with the provisions of the program.

Appendix A

CONFIDENTIAL EMPLOYEE SALARY SCHEDULE 2007-2008

CLASS/RANGE	STEP A	STEP B	STEP C	STEP C	STEP D	STEP
9	\$4,922.38	\$5,165.81	\$5,427.84	\$5,696.03	\$5,978.65	\$6,277.
10	\$5,130.72	\$5,388.60	\$5,658.89	\$5,945.62	\$6,242.72	\$6,554.
11	\$5,347.38	\$5,617.63	\$5,889.97	\$6,189.07	\$6,500.61	\$6,825.
12	\$5,483.55	\$5,747.58	\$6,036.41	\$6,341.74	\$6,649.16	\$6,981.
13	\$5,617.63	\$5,889.97	\$6,189.07	\$6,500.61	\$6,807.97	\$7,148.
14	\$5,747.58	\$6,036.41	\$6,341.74	\$6,649.16	\$6,987.47	\$7,336.
15	\$5,889.97	\$6,189.07	\$6,500.61	\$6,807.97	\$7,162.85	\$7,520.
16	\$6,031.32	\$6,337.60	\$6,656.62	\$6,971.36	\$7,334.76	\$7,701.
17	\$6,176.07	\$6,489.72	\$6,816.38	\$7,138.68	\$7,510.79	\$7,886.
18	\$6,324.30	\$6,645.47	\$6,979.98	\$7,310.01	\$7,691.05	\$8,075.
19	\$6,476.08	\$6,804.95	\$7,147.48	\$7,485.44	\$7,875.64	\$8,269.

Appendix B

List of Officers and Committee Assignments

Officers

Presidential Rotation (begins July 1)

	Service Begins	Service Ends
Human Resources Specialist/Faculty	7/1/07	6/30/08
Special Assistant to President (Foothill)	7/1/08	6/30/09
Assistant to President (De Anza)	7/1/09	6/30/10
Executive Assistant to Business Services Vice Chancellor	7/1/10	6/30/11
Classification Specialist	7/1/11	6/30/12
Executive Assistant to Human Resources Vice Chancellor	7/1/12	6/30/13
Assistant to Chancellor	7/1/13	6/30/14
Human Resources Specialist/Classified & Administrators	7/1/14	6/30/15
District Financial Analyst	7/1/15	6/30/16
Coordinator, District Communications	7/1/16	6/30/17
Assistant to President (Foothill)	7/1/17	6/30/18

Recording Secretary

Filled each year by the person who will become president the following year

Classification/Staff Development Leave Committee

Confidential Member Rotation

Executive Assistant to Human Resources Vice Chancellor	7/1/06	6/30/08
Assistant to Chancellor	7/1/06	6/30/08
Coordinator, District Communications	7/1/08	6/30/10
Human Resources Specialist/Classified & Administrators	7/1/08	6/30/10
Assistant to President (Foothill)	7/1/10	6/30/12
Human Resources Specialist/Faculty	7/1/10	6/30/12
Assistant to President (De Anza)	7/1/12	6/30/14
Special Assistant to President (Foothill)	7/1/12	6/30/14
Executive Assistant to Business Services Vice Chancellor	7/1/14	6/30/16
Executive Assistant to Human Resources Vice Chancellor	7/1/14	6/30/16

Administrator Member Rotation

President, De Anza or designee	7/1/06	6/30/08
Vice Chancellor, Business Services or designee	7/1/08	6/30/10

President, Foothill or designee	7/1/10	6/30/12
President, De Anza or designee	7/1/12	6/30/14
Vice Chancellor, Business Services or designee	7/1/14	6/30/16
President, Foothill or designee	7/1/16	6/30/18

Appendix C

Foothill-De Anza Community College District

CONFIDENTIAL RECLASSIFICATION FORM

NAME: _____

POSITION TITLE: _____ LEVEL: _____

DEPARTMENT: _____ CAMPUS: _____

IMMEDIATE SUPERVISOR: _____

ATTACHMENTS:

_____ Copy of current job description

_____ Detailed description of new, changed, deleted duties and responsibilities

_____ Current and proposed organization charts

Primary change in position is due to change in level of "know how", problem solving, and/or accountability (circle all that apply).

Describe the rationale for requesting reclassification:

Incumbent Signature _____ Date _____

Supervisor Comments:

Supervisor Signature _____ Date _____

copy: President (FH/DA) or Chancellor (CS)

Appendix C.1

Foothill-De Anza Community College District

CONFIDENTIAL CLASSIFICATION APPEAL

I request to appeal the decision of the Confidential Classification Committee regarding the reclassification of my position. I understand this appeal may or may not result in a change in the decision. I have prepared this appeal request based upon the duties and responsibilities of the position. I understand that the decision of the Confidential Classification Committee is final and a second request for review may not be submitted for twelve (12) months.

PLEASE TYPE OR PRINT LEGIBLY

NAME: _____

POSITION TITLE: _____ LEVEL: _____

DEPARTMENT: _____ CAMPUS: _____

Please provide additional or clarifying information to support this appeal request. Describe in detail, changes to your position, and return this form to the Human Resources Classification Specialist in the District Office. The position will be reviewed within thirty (30) days of receipt of this appeal. You may attach additional pages if necessary.

1. Appeal rationale:

2. Additional/Clarifying information (i.e. change in the level of knowledge, problem solving, and/or accountability):

3. Other factors I would like the Committee to consider:

Employee's Signature: _____

Date: _____

Appendix D

Foothill-De Anza Community College District

ELIGIBILITY CRITERIA FOR DOMESTIC PARTNERS' BENEFITS

I. Definitions

Domestic Partnerships. Domestic partners are two persons, each aged 18 or older, who have chosen to live together in a committed relationship, who are not legally allowed to marry in the state in which they reside, and who have agreed to be jointly responsible for living expenses incurred during the domestic partnerships.

- **Live Together.** "Live Together" means that two people share the same living quarters. Each partner must have the legal right, documented in writing, to possess the living quarters.
- **Living Expenses.** "Responsible for living expenses" means that the partners are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.

II. Eligibility and Enrollment Criteria

A. In order to enroll for coverage of the domestic partner, the employee and his or her domestic partner must complete, sign under penalty of perjury, and file with the District an affidavit attesting to their meeting eligibility requirements, as provided below.

B. In order to be eligible for domestic partner coverage, the following criteria must be met:

1. The benefit must be one for which the employee's spouse would be eligible, if the employee were married.
2. The employee and the non-employee must be domestic partners according to the definition in Section I above.
3. Both members of the domestic partnership must have reached the age of 18 and be mentally competent to consent to contract.
4. The employee and non-employee must be each other's sole domestic partner.
5. Neither member of the domestic partnership may be married.

6. Neither member of the domestic partnership may have had another domestic partner within the previous six months, unless that domestic partnership terminated by death.
7. Neither of the partners is related to the other by blood as would prevent them from marrying under California law (i.e., parent, child, sibling, half-sibling, grandparent, grandchild, niece, nephew, aunt, uncle).
8. The domestic partners must share the same principal place of residence and intend to do so indefinitely. They must disclose the address of that residence.
9. The domestic partners must agree that they both are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership. The partners' practice need not be to contribute equally to the cost of the living expenses as long as they agree that both are responsible for the total cost.
10. The domestic partners must intend that the circumstances which render them eligible for enrollment will remain so indefinitely.
11. The domestic partners must acknowledge that they understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partners.
12. The domestic partners must acknowledge that the District may require supportive documentation satisfactory to the District concerning any and all eligibility criteria. Such documentation may include but not be limited to: a deed showing joint ownership of property, a lease stating both partners' names as lessees, a joint bank account, or other similar documentation.
13. The domestic partners must acknowledge that they understand that in addition to the eligibility requirements of the District for domestic partner coverage, there are terms and conditions and limitations of coverage set forth in the offered benefit plans themselves. The domestic partners must agree that by executing the affidavit, each agrees to be bound by the terms and conditions of coverage of the plans.
14. The employee must acknowledge that he or she understands that under applicable federal and state tax law, District-provided benefits coverage of the non-employee domestic partner could result in imputed taxable income to the employee, subject to income tax withholding and applicable payroll taxes.
15. The domestic partners must agree to notify the District within 30 days if there is any change of circumstances attested to in their affidavit. The notice is to be in the form of an amendment of their affidavit. The non-employee domestic partner must agree that the employee domestic partner may terminate the domestic partner benefits

unilaterally, at any time, irrespective of the view of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be sole responsibility of that employee to make such notification.

16. The domestic partners must acknowledge that they understand that, if either has made a false statement regarding his or her qualification as a domestic partner or has failed to comply with the terms of the affidavit, the District shall have the absolute right to terminate any and all of the domestic partner's benefits in accordance with the eligibility procedures specified in the health benefits plan. Additionally, if the District suffers any loss thereby, the District may bring a civil action against either or both of the domestic partners to recover its losses, including reasonable attorney's fees and court costs.
 17. The domestic partners must acknowledge that the District Administrator of any benefit plan at issue will be the sole and final judge of whether a domestic partner is qualified for benefits.
- C. The Affidavit for Enrollment of Domestic Partners form is available from Human Resources.

Appendix E

Foothill-De Anza Community College District

FAMILY MEDICAL LEAVE

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
Board of Trustees, Policy 4169, Approved September, 1995

FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

POLICY:

In compliance with the Family Medical Leave Act (FMLA) and the California Family Rights Act, eligible District employees may take unpaid leave of up to 12 weeks for qualified medical and family reasons. The purpose of the Family Medical Leave Act is to provide employees reasonable leave to care for an eligible family member, or the employee himself or herself, in the event of a serious medical condition, or to enable the employee to care for a child within one year of the child's adoption or receipt into foster care. While on leave, employees are entitled to District paid benefits.

NOTE:

Family Medical Leave runs concurrently with other applicable leaves. This means that the leave is granted only to ensure a total of 12 weeks of leave with benefits for certain qualifying events (see below). For example, if an employee has paid personal necessity leave of one week available, the Family Medical Leave will be for an additional 11 weeks, making a total of 12 weeks of leave in any 12 month period.

ELIGIBILITY:

Full-time or part-time employees are eligible for this leave who have been employed for more than 12 months with the District and have worked at least 1,250 hours in the 12-month period before the date the leave begins.

QUALIFYING EVENTS FOR PURPOSE OF FAMILY MEDICAL LEAVE:

The conditions for which Family Medical Leave may be taken are:

- a) birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement, or
- b) the employee's own serious health condition that makes the employee unable to work at all or unable to perform essential job functions, or

c) a serious health condition of an employee's child, spouse, parent, which requires the employee to care for the family member.

A serious health condition means an illness, injury, impairment, or physical or mental condition which involves either inpatient care or continuing treatment or supervision by a health care provider.

ELIGIBLE CHILD:

An eligible child is defined as:

- a) a biological, adopted or foster child, a stepchild, or a legal ward under the age of 18, or
- b) an adult dependent child over the age of 18 who is incapable of self-help due to a mental or physical disability, or
- c) or a child under 18 who is treated as the employee's child or for whom the employee has been "in loco parentis."

APPLICATION FOR LEAVE:

A request for Family Medical Leave must be made in writing by completing the Family Medical Leave application form. The application must be submitted to the employee's administrator and then forwarded to the Office of Human Resources at least thirty days before the requested start of the leave unless the reason for the leave is due to an emergency, in which case the request must be made immediately. The completed application must state the reason for the leave and the beginning and ending dates of the leave.

CONDITIONS OF LEAVE:

An employee who requests medical leave for his or her own serious health condition is required to use all accrued paid leave, including vacation time, sick leave and extended sick leave if applicable concurrently with the Family Medical Leave Act leave. Because Family Medical Leave is limited to twelve work weeks, it is unlikely that an employee will run out of extended sick leave within the duration of this leave. An employee who requests Family Medical Leave to care for his or her spouse, child, parent or member of the immediate household with a serious medical condition must first use all available paid leave, including vacation time and personal necessity and then sick leave to the extent allowed in the employee's relevant bargaining unit agreement for care of family members. At the exhaustion of all paid leaves, the remainder of the leave - up to a maximum of twelve weeks - will be unpaid.

Leave taken because of the serious health condition of an employee, spouse, child, parent or may be taken intermittently or on a reduced medical schedule when medically necessary. Leave may be counted in full or partial days or full or partial weeks. Such intermittent or reduced time schedule leave may require the employee to transfer temporarily to another position. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave unless expressly approved by the Director of Human Resources.

While in unpaid status under Family Medical Leave, an employee will not accrue additional benefits such as sick leave, vacation, or seniority. However, Family Medical leave is counted as active work status for the purposes of pension vesting or eligibility in pension plans.

If both a husband and wife work for the District, their leave is limited to a combination of twelve weeks for the qualifying event of a birth, adoption, or foster care placement.

MEDICAL CERTIFICATION STATEMENT:

An application for leave based on the serious health condition of the employee or the employee's spouse, child, parent or member of the immediate household must be accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If leave is for the care of a family member, it should also estimate the amount of time that the employee will be needed to care for the patient. If leave is for the employee's own health condition, certification should also state that the employee is unable to perform the functions of his or her own position. The District may require the employee to obtain a second medical opinion at District expense. If the two medical opinions conflict, the opinion of a third medical provider, approved jointly by the employee and the District, may be required at District expense, and the third opinion will be final and binding. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with these procedures.

RETURN FROM OR FAILURE TO RETURN FROM LEAVE:

The employee is expected to return to work on the date stated in the application for leave. If the employee wishes to return earlier, both the employee's administrator and the office of Human Resources should be notified at least 5 days before the employee's planned return. Failure to return from leave without notification may be construed as an abandonment of the employee's position. The District will require a certification that the employee is physically able to return to work upon return from leave due to the employee's own serious health condition. However, if an employee returning from Family Medical Leave due to his or her own serious medical condition is unable to perform the essential functions of his or her job because of a physical or mental condition, the American's with Disabilities Act may govern.

REINSTATEMENT RIGHTS:

Unless an employee is a "key" employee on Family Medical Leave is entitled to be returned to the same position held prior to the leave, if still available, or to a comparable position with equivalent pay, benefits, if applicable, and other terms and conditions of employment, subject to provisions of the contract with the relevant bargaining unit. A "key" employee is one who is among the highest paid 10% of the district's employees and whose reinstatement would cause substantial harm to the district's operations. An employee on Family Medical Leave will not suffer the loss of any other employment benefit that the employee earned or was entitled to before using the leave.

HEALTH CARE BENEFITS (if applicable):

District paid benefits will continue during the period of Family Medical Leave. If the employee does not return from leave for a reason other than a continuation or recurrence of the serious health condition that entitled the employee to leave in the first place and employment is terminated, the District can recover the cost of the health care premiums from the employee.

COORDINATION WITH PREGNANCY DISABILITY LEAVE:

Family Medical Leave is separate and distinct from disability leave for pregnant employees. Pregnant employees may be entitled to a disability leave in addition to the Family Medical Leave. An eligible employee may be entitled to take a pregnancy disability leave of up to four months and a Family Medical Leave of up to twelve weeks for a combination of approximately seven months.

REFERENCE: The Family Medical Leave Act became effective on August 5, 1993.

The California Family Rights Act was amended by AB 1460 to conform the state law to the federal Family Medical Leave Act. These amendments were effective on October 5, 1993.

Appendix F: Staff Development Leave Application

Foothill-De Anza Community College District

INSTRUCTIONS FOR COMPLETING THE STAFF DEVELOPMENT LEAVE APPLICATION

1. Complete pages 1 and 2 of the application.
2. If you plan to take course work, attach course descriptions.
3. Obtain the recommendation of your supervisor (page 3).
4. Submit the completed application to the District Office of Human Resources no later than 4:30 p.m. on December 15.

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
APPLICATION FOR STAFF DEVELOPMENT LEAVE**

For details, see Chapter 7, Section L of the Confidential Employees Handbook.

Name _____

Date of first employment as a contract employee _____

Date of most recent Staff Development Leave _____

Length of leave requested _____ months.

I request a Staff Development Leave from my position as _____

from _____ through _____
starting date ending date

I plan to use this Staff Development Leave, if granted by the Board of Trustees, to (check one):

_____ a) complete interrupted studies; _____ b) observe methods used in industry; _____ c)

begin additional education. The specific activities of the leave are:

If planning to enroll in school, give the name of the school, a list of courses with course descriptions by academic term and the number of units of credit for each. Use the attached activity summary page for this purpose.

I believe this Staff Development Leave activity will benefit my development as a District employee and, consequently, the District by accomplishing the following objectives: (specify value to the District)

Additional comments or details about leave activities: _____

Summary Page Completed _____

Date _____ Applicant's Signature _____

Staff Development Leave Activity Summary

Name of School _____

1st Quarter (or Semester)

Starting Date _____ Ending Date _____

<u>Course Title</u>	<u>Units</u>	<u>Non-course work Activities</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2nd Quarter (or Semester)

Starting Date _____ Ending Date _____

<u>Course Title</u>	<u>Units</u>	<u>Non-course work Activities</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3rd Quarter (or Semester)

Starting Date _____ Ending Date _____

<u>Course Title</u>	<u>Units</u>	<u>Non-course work Activities</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach course descriptions.
(Attach additional pages if necessary)

Staff Development Leave Return Service Chart

To determine eligibility toward the next staff development leave and return service see examples below.

OR

The examples below will be used to determine eligibility toward the next staff development leave and return service to the District.

Example A

	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>June</u>	Eligibility Months	Return Service
YEAR 1			X	X	X	X	X	X	X	X	X	X	0	0
YEAR 2			0	0	0	0	0	0	0	0	0	0	10	10
YEAR 3			0	0	0	0	0	0	0	0	0	0	10	10
													20	20

Example B

	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>June</u>	Eligibility Months	Return Service
YEAR 1			0	0	0	X	X	X	X	0	0	0	6	3
YEAR 2			0	0	0	0	X	X	X	0	0	0	7	7
YEAR 3			0	0	0	0	X	X	X	0	0	0	7	7
YEAR 4			0	0	0								20	20

Example C

	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>June</u>	Eligibility Months	Return Service
YEAR 1			X	X	X	X	0	0	0	0	0	0	6	6
YEAR 2			0	0	0	0	X	X	X	0	0	0	7	7
YEAR 3			0	0	0	0	0	0	0	X	X	X	7	7
													20	20

Example D

	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>June</u>	Eligibility Months	Return Service
YEAR 1			0	0	0	0	0	0	0	X	X	X	7	0
YEAR 2			X	X	X	X	X	X	X	0	0	0	3	3
YEAR 3			0	0	0	0	0	0	0	0	0	0	10	10
YEAR 4			0	0	0	0	0	0	0				20	20

Note: X = Month in which SDL is taken
0 = Months of active employment status

Appendix G: Educational Assistance Application

Foothill-De Anza Community College District

EDUCATIONAL ASSISTANCE CONFIDENTIAL EMPLOYEES

Include official transcript verifying successful completion of the work-related class and receipts identifying tuition, fees and textbooks (parking is not included).

To Be Completed by the Employee:

Employee Name	Job Title
Amount of Educational Assistance Requested	Tuition \$ _____
	Fees \$ _____
	Textbooks \$ _____
	Total \$ _____
Date Of Course:	_____
Date Course Completed:	_____
Information on course:	_____

Employee Signature	Date
--------------------	------

To Be Completed by the Administrator:

I verify that this class is a work-related class.

Administrator's Name (please print)	Administrator's Signature	Date
-------------------------------------	---------------------------	------

***** (For Human Resources Use Only) *****

Director, Human Resources	Amount Reimbursed \$ _____
---------------------------	----------------------------

Processor	Date of Reimbursement: _____
-----------	------------------------------



Classified Performance Evaluation

EMPLOYEE NAME			CAMPUS	LEVEL/STEP	TITLE	
ADMINISTRATOR			HIRE DATE	INCREMENT DATE	DATE ISSUED	DATE DUE
PROBATIONARY EMPLOYEE EVALUATION			PERMANENT EMPLOYEE EVALUATION			
SECOND MONTH	SIXTH MONTH	PERMANENCY	ANNUAL	SERVICE RECOG.	LONGEVITY	SPECIAL
☐	☐	☐	☐	☐	☐	☐

PERFORMANCE INDICATORS

INDICATORS ONE THROUGH ELEVEN MUST BE COMPLETED FOR ALL EVALUATIONS.

1. Knowledge of Duties

Demonstrate clear understanding and ability to perform the assigned job duties and has in-dept knowledge and technical expertise. Learns and masters applicable new skills and procedures.

☐ Outstanding Demonstrates a mastery of breadth and depth of knowledge. Is regarded as an expert.	☐ Good Solid Performance Has good knowledge of job responsibilities and meets standards.	☐ Needs Improvement Deficient in knowledge and has limited awareness of job duties.	☐ Unacceptable Lacks required knowledge to perform job. Work is consistently below standards.
--	---	--	--

Remarks:

2. Quality of Work/ Accuracy

Performs at a high level of competency, accuracy and thoroughness. Uses initiative and creativity as appropriate in providing service.

☐ Outstanding Demonstrates exemplary work and a high level of accuracy and creativity. Work is consistently of high quality.	☐ Good Solid Performance Produces quality results. Work is accurate and thorough. Pays attention to detail.	☐ Needs Improvement Quality of work is below standard. Requires direction.	☐ Unacceptable Accuracy and competency is not demonstrated. Constant supervision is required.
---	--	---	--

Remarks:

3. Attendance/ Punctuality

Schedules and uses leave in an appropriate manner that is sensitive to the department and workload priorities. Adheres to work schedule; reports to work on time.

☐ Outstanding Attendance is exemplary and uses	☐ Good Solid Performance Attendance is reliable and gives proper	☐ Needs Improvement Frequently late/absent from work and	☐ Unacceptable High absenteeism. Ignores leave guidelines.
---	---	---	---

good judgment in scheduling leave.	notice in advance of foreseeable absences.	does not use good judgment in scheduling leave.	Absenteeism adversely affects work environment.
Remarks:			
4. Follow Through/ Prioritize			
Demonstrates good judgment in planning, organizing, and completing work.			
☐ Outstanding Demonstrates exemplary skills in planning and organizing the completion of work.	☐ Good Solid Performance Plans, organizes and completes work.	☐ Needs Improvement Insufficiently plans, is disorganized and completion of work is inconsistent.	☐ Unacceptable Fails to plan, to organize and to complete work as required.
Remarks:			
5. Cooperative/Team Player			
Works well and effectively with others; responsive, positive attitude towards work; ability and willingness to work with associates, administrators and subordinates towards common goals; accommodating and dependable.			
☐ Outstanding Actively works with others to accomplish common tasks and reach goals	☐ Good Solid Performance Works well as a team member and contributes to the goal.	☐ Needs Improvement Reluctant to perform as team member. Unwilling to work with others towards common goals.	☐ Unacceptable Uncooperative and will not perform as a team member. Action is detrimental to accomplishing goals.
Remarks:			
6. Effectiveness/Efficiency			
Demonstrates the ability to use time wisely in producing the volume or quantity of work required for the position.			
☐ Outstanding Results routinely exceed expectations in terms of time usage and quantity produced.	☐ Good Solid Performance Completes assigned work and uses time wisely.	☐ Needs Improvement Uses time inefficiently and volume of work is insufficient.	☐ Unacceptable Fails to accomplish tasks. Fails to use time efficiently. Unable to work on multiple tasks.
Remarks:			

--

7. Flexibility

Demonstrates the ability to accommodate unexpected changes in the work routine.

☐ Outstanding	☐ Good Solid Performance	☐ Needs Improvement	☐ Unacceptable
Consistently goes above and beyond to meet the demands of the unexpected.	Appropriately modifies behavior and work methods in response to the unexpected.	Has difficulty in responding to changing conditions in the work place.	Unable or unwilling to respond to changing conditions in the work place.

Remarks:

--

8. Interpersonal/ Communication Skills

The ability to listen, hear and respond in a sensitive, meaningful way that enhances mutual respect with others as the employee carries out his/her responsibilities.

☐ Outstanding	☐ Good Solid Performance	☐ Needs Improvement	☐ Unacceptable
Promotes and builds excellent relationships with others.	Listens and responds effectively Demonstrates respect for coworkers and others	Lack of effective communication skills negatively impacts job performance.	Insensitive communication skills that cause conflict.

Remarks:

--

9. Demonstrated Sensitivity and Awareness To Diversity

Sensitivity to diverse populations that may require special effort and attention to provide equal and quality service; participates in activities designed to support a diverse working and learning environment; seeks ways to improve communication across areas of diversity.

☐ Outstanding	☐ Good Solid Performance	☐ Needs Improvement	☐ Unacceptable
Demonstrates and understanding of the challenges and opportunities that diversity brings to the workplace; works to develop relationships among diverse groups of workers and students.	Demonstrates support for the diversity of co-workers and students; seek to understand differences and respects differences in the workplace.	Expects others to act and think the way he/she does; little effort tot accommodate differences; impatient with those who are different	Intolerant of those who are diffent; refuses to acknowledge or accommodate differences.

Remarks:

--

10. Safe Work Habits

Understanding and application of safe practices; observes safety rules. (I.e., lifting, storing, ergonomics, etc.)

☐ Outstanding Models safe work habits. Identifies unsafe conditions and recommends solutions.	☐ Good Solid Performance Practices safe work habits.	☐ Needs Improvement Neglects prescribed safety policies and procedures that define safe work habits.	☐ Unacceptable Puts oneself, others and/or District at serious risk by failing to practice or ignoring safe work habits.
--	---	---	---

Remarks:

--

11. Adaptability

Demonstrates the ability to learn new task, develop new skills and to accept new ideas as the work environment changes over time.

☐ Outstanding Keeps abreast of current trends in area of expertise. Initiates the opportunity to adapt, and to learn new tasks.	☐ Good Solid Performance Readily learns new tasks to keep current. Open to change and new ideas.	☐ Needs Improvement Is reluctant to adapt to a changing work environment.	☐ Unacceptable Does not adapt to a changing work environment.
--	---	--	--

Remarks:

--

THE FOLLOWING AREAS ARE OPTIONAL

12. Leadership/Supervision

Effectively assigns and delegates work in a manner that promotes productive and quality work; motivates others to realize their potential; oversees systems/operations effectively.

☐ Not Applicable			
☐ Outstanding Demonstrates good supervisory skills in directing and assigning work; is fair, consistent and responsible; perceived as a leader by work group.	☐ Good Solid Performance Takes initiative when necessary; sets example of self reliance and leadership; makes sound decisions; uses good judgment in the delegation or assignment of work	☐ Needs Improvement Seldom takes initiative; cannot effectively delegate or assign work; perceived as unfair.	☐ Unacceptable Uses bad, uninformed judgments and recommendations; fails to develop team among work unit; neglects oversight of operations.

Remarks:

--

13. Other Performance Indicators (Separately list all those that apply.)

Other performance indicators are defined as areas unique to the position.

Performance Indicator evaluated: _____

☐ Outstanding

☐ Good Solid Performance

☐ Needs Improvement

☐ Unacceptable

Remarks:

Employee Response/Comments:

(If applicable, employee should list any training requested, special accomplishments and goals for the upcoming year.)

ADDITIONAL SHEETS MAY BE ATTACHED IF NECESSARY

SIGNATURE BLOCK

☐ I agree with this evaluation.

☐ I disagree with this evaluation.

☐ I have read the evaluation and have no comment.

My Signature acknowledges that I have read and discussed this evaluation with my administrator. I know that this evaluation will become part of my personnel file and that I have the right to attach written comments within ten days that will also be added to my file.

Employee's Signature

Date

My signature indicates that I have discussed this Performance Evaluation with the employee

Administrator's Signature

Date

ACTION RECOMMENDED-PROBATIONARY EMPLOYEE			ACTION RECOMMENDED-PERMANENT EMPLOYEE ☐ Annual Evaluation - No Action Required		
	Yes	No		Yes	No
Continuation Recommended	☐	☐	Step Increase Recommended	☐	☐
Step Increase Recommended (six month)	☐	☐	Service Recognition Award Recommended	☐	☐
Permanence Recommended	☐	☐	Longevity Award Recommended	☐	☐
Dismissal Recommended	☐	☐		☐	☐