



Confidential Employee Handbook

(Updated: October 2015)

F O R E W O R D

The purpose of this handbook is to provide the Confidential Designated Employees of Cabrillo College with a brief guide to the practices and policies that affect them. These policies and practices are derived from a variety of sources including the California Education Code, the California Administrative Code Title V, the CCEU Contract, the Cabrillo College Governing Board policies and administrative regulations. This handbook is intended to provide an easy-to-use reference. In many cases the specific text of practices and policies are contained in this document. In other cases, summaries of the pertinent information from policies and procedures are contained herein. And finally, there are instances when the “governing document” is referenced.

While this document contains elements of policies and administrative codes, it is not intended as a replacement for them. This document is subject to change without prior notice to the Confidential Employees and is not intended to serve, or should it be construed as a binding agreement regarding conditions of employment or employee rights.

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Section I

Cabrillo College Mission and Vision:

1 Mission:

Cabrillo College is a dynamic, diverse and responsive educational community dedicated to helping all students achieve their academic, career, and personal development goals.

2 College Core Competencies:

- Communication (reading, writing, speaking and listening)
- Critical Thinking and Information Competency (analyze, compute, research, and solve problems)
- Global Awareness (scientific processes, global systems and civics, artistic variety)
- Personal Responsibility and Professional Development (self-awareness, social and physical wellness, workplace skills)

3 Vision Statement:

Cabrillo College is passionate about developing critical thinking, honing oral and written communication and enhancing global awareness, while cultivating personal and professional responsibility in our students. Exploration, innovation, creativity, and implementation of a variety of teaching methods, including technology literacy, are hallmarks of our approach to learning. We help students of varying skill levels achieve their potential, and consider everyone in the college part of a community of learners who are treated with dignity and respect. Cabrillo College supports a climate of diversity, self-empowerment and sustainability, with a strong sense of social justice.

As an integral part of Santa Cruz County, Cabrillo College is an accessible gateway to prosperity that provides education for all, supporting the local economy and improving economic vitality. We serve students who have goals of transfer, career preparation, basic skills, personal fulfillment and retraining through an inclusive and effective learning environment. Students will leave with greater knowledge and a richer expectation of themselves.

4 College Commitment to Equal Employment and Diversity:

In accordance with Title IX and as stated in Governing Board policy (Refer to BP 7100), the policy of Cabrillo College is to provide equal employment opportunity (EEO) at all levels and all segments of employment, including but not limited to hiring, promotion, compensation and fringe benefits, and to continue the efforts to eliminate discrimination on the basis of those elements prescribed above.

Confidential Employee Handbook Section II

1 Organization and Role of Confidential-Designated Employees:

Consistent with the provisions of Section 3540 of the Government code, Title 1, Division 4, Chapter 10.7, the Governing Board recognizes and establishes the classification of **Confidential Employees** (refer to BP 7240).

“Confidential Employee” means an employee who is required to develop or present management positions with respect to employer’s employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Confidential employees are not provided legal bargaining rights nor are they eligible for inclusion in a bargaining unit represented by an exclusive representative and the terms and conditions of their employment are not controlled by any collective bargaining agreement.

Confidential-designated employees are assured the opportunity to meet and confer informally with the Governing Board’s representatives. The terms and conditions of employment shall be provided by procedures developed by the Superintendent/President. Salaries, fringe benefits, and working conditions for Confidential employees shall, at minimum, be commensurate with those provided for the District’s classified unit employees.

a) Tables of Organization. The tables of organization in *Appendix I* indicates the line, or direct reporting relationships of the various confidential positions of the college. Refer to Appendix I for a complete listing of confidential positions and departments where they work.

b) Job Descriptions. All positions shall be assigned a classification with a job description and salary range approved by the Governing Board. The following positions have been designated as Confidential by the college. Job descriptions for each of these positions are located in the Human Resources department and are accessible on the Human Resources web site at:

<http://agency.governmentjobs.com/cabrilloedu/default.cfm?action=agencyspecs>

- Benefits Analyst
- Confidential Assistant
- Confidential Administrative Assistant
- Confidential Department Assistant I/II
- Executive Assistant
- Executive Assistant to the Superintendent/President
- Personnel Analyst
- Personnel Technician

2 Employment Procedures:

- c) Recruitment and Selection. Confidential-designated employees are recruited, selected and employed in accordance with BP 5500 (refer to BP 5500 and AR 5500 for search and selection procedures). The essentials of that policy are:
- The hiring administrator/manager, in consultation with the District Human Resources office, develops the job announcement and recommends the search and selection committee.
 - Upon receipt of the hiring administrator/manager's recommendation, the Superintendent/President may submit a final recommendation to the Governing Board for ratification and/or approval.
- d) Qualifications. Confidential-designated positions will have defined minimum qualifications commensurate with the duties of the position and the approved job description.
- e) Transfer Opportunities. Regular (permanent) confidential employees may avail themselves of transfer opportunities as provided for classified bargaining unit employees. A transfer may be initiated by the employee, the immediate supervisor, the department head, or the administrator in charge of the unit. Any employee desiring a transfer shall notify the Chief Human Resources Officer.

3 Confidential Employee Compensation:

- e) Salary Schedule. Confidential employee compensation shall be determined from the 225-Day Confidential-Designated Employee Salary Schedule appropriate to the fiscal year. Adjustments, if any, to the schedule will normally be effective on July 1. Refer to *Appendix II* for salary schedule.

Cabrillo College reserves the right at its discretion to hire confidential employees at a higher starting step placement, up to step three, in acknowledgement of an individual's previous job-related experience, education and/or relevant other credentials or factors as may be determined upon submissions of appropriate documentation.

- f) Health and Welfare Benefits: Confidential employees shall receive Health and Welfare benefits commensurate with other employees of the District, and shall, when appropriate, enjoy the choice and/or level of such benefits. A summary of these benefits is listed below. For more complete information, refer to *Appendix III*. Questions should be referred to the Benefits Analyst in the Human Resources department.
- g)
- Employee and dependent medical/hospital/surgical/prescription insurance
 - Employee assistance counseling coverage
 - Employee and dependent dental care coverage
 - Disability insurance coverage
 - Life insurance coverage

Health and Welfare Benefits (Retiree). Medical/hospital/surgical/prescription drug coverage for a confidential retiree and spouse or principal domestic partner will be provided for the retiree until he/she reaches age 65 or until retiree is covered by Medicare, whichever comes first. Participation is required in Medicare when eligibility exists. Coverage shall consist of the same range of choices provided to current confidential employees.

The District shall provide the retiree with a stipend equal to the rates for an active employee enrolled in the Blue Shield HMO (25-500) medical plan. If the retiree elects to enroll in a more expensive plan, the retiree will pay any additional costs. A comparable health care plan will be provided to retirees living out-of-state. In addition, retirees may purchase, at their own expense, dental coverage under the group insurance policy.

- h) Conditions Relating to Compensation: In general, the conditions relating to compensation shall be commensurate with rules applying to other Cabrillo College classified employees and in conformance with personnel regulations. Such conditions that apply specifically to confidential employees are as follows:
 - i) Step Increases. Shall occur July 1 of each year (when applicable)
 - ii) Work Days and Work Hours. Confidential employees work a 225-day year (refer to Appendix IV for 225 day contract calendar). Non-working days in most years vary from 23 to 25 days, to be scheduled in consultation with and approved by the supervisor. Annually, each confidential employee shall propose to the supervisor a calendar of days to be worked. The supervisor will specify the actual workdays. A copy of the schedule may be provided to payroll. It is the responsibility of the employee and the supervisor to ensure that non-working days are taken each year. In extenuating circumstances, the employee and the supervisor may reach agreement to carryover a limited number of days to be used in the ensuing year. These "carryover" days will be taken off in conjunction with the non-work days. Seniority will be a factor when a non-work time scheduling conflict arises among employees within the same department.

The nature of the assignment, program needs and the activities therein will determine the actual days and hours of work, which are necessarily flexible to the demands of the institution. Senior administrators may authorize variable hour work assignments.

- iii) Overtime. Confidential employees requested and authorized to work time in excess of eight (8) hours in any one day or time in excess of forty (40) hours per week shall be compensated at a rate of pay or compensatory time equal to time and one-half the regular rate of pay of the employee for all work.

All scheduled hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate of time and one-half commencing on the sixth consecutive day of work.

All scheduled hours worked on the seventh consecutive day of work up to eight (8) hours shall be compensated at two (2) times the regular rate of pay.

All scheduled hours worked in excess of eight (8) hours on the sixth and seventh consecutive day on scheduled overtime shall be compensated at two (2) times the regular rate of pay.

- iv) Working Out of Classification: The term “work out of classification” is defined as a management authorized assignment to a higher-level position on a temporary basis where a significant number of duties are performed by an employee in a lower level classification. All such assignments must be made and authorized in writing by management. Any Confidential employee who believes s/he is working out of classification without written authorization may report the situation directly to Human Resources for a clarification of whether s/he is working out of class. Confidential employees shall not be required to perform duties, which are inconsistent with the job description. An employee assigned by management to work in a higher classification shall receive the rate of pay of the higher classification for all time worked in that classification.

Work out of classification will be assigned to employees qualified to perform the work in the higher classification. The assignment of out-of-classification work is at the discretion of the District. In making such assignments the following factors shall be considered: employee consent, seniority (District hire date), prior job performance and qualifications.

- v) Release Time. Confidential-designated employees are granted reasonable release time to meet and confer on matters pertaining to confidential-designated employees. Release time shall be scheduled in consultation with employee’s immediate supervisor. Confidential employees appointed to District committees shall receive release time to attend meeting of those committees and, upon prior approval from the District or by prior determination of the committee itself, to complete committee assignments. Release time provided shall not impede or inhibit the efficient operations of the District.
- vi) Retirement. Confidential employees are member of the California Public Employees Retirement System (CalPERS). The District contracts for the PERS “Pick-Up” Program as provided in the Internal Revenue Code (IRC) Section 414 (h) (2). For membership information please contact the Benefits Analyst in the Human Resources department or visit the CalPERS web site at: <http://www.calpers.ca.gov/>.
- vii) Employer Paid Employee Contribution to PERS: Confidential employees hired on or after January 1, 2013, shall pay the full cost of the employee’s PERS contribution.

viii) Professional Growth Program: Confidential employees shall be eligible to receive Professional Growth Awards pursuant to the Professional Growth Program. Refer to *Appendix V* for eligibility guidelines, participation and compensation.

viii) Longevity. Effective July 1, 2012 the District agrees to compensate long service confidential employees with longevity increments that do not exceed 17.5% of base salary as follows:

- Two and one-half percent (2.5%) of base salary after five (5) years (60 working months) of service
- An additional five (5%) of base salary after ten (10) years (120 working months) of service
- An additional five (5%) of base salary after fifteen (15) years (180 working months) of service
- An additional five (5%) of base salary after twenty (20) years (240 working months) of service

Confidential employee(s) currently receiving more than seventeen and one-half percent (17.5%) will be capped and frozen at the June 30, 2012 longevity accrual rate.

4) Leaves of Absence. Any of the following absences are to be reported on the appropriate absence report form and returned to the Payroll Office in a timely manner.

a) Sick Leave. Sick leave is the authorized absence of a unit member because of personal injury, illness or quarantine. Full time Confidential employees shall earn leave at a pro-rata rate up to a maximum of eight (8) hours, for each month in paid service to a maximum of twelve (12) days per year. Unused sick leave may be accumulated without limit. When employment with the District is terminated, there will be no cash reimbursement for unused, accumulated sick leave; however employees who retire with CalPERS may be able to have any accumulated unused hours of sick leave reported to CalPERS for purposes of enhancing retirement benefits.

July 1 of each year, the full amount of sick leave granted shall be credited to each confidential employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the employee's work year. An employee new to the District shall not be eligible to take more than six (6) days until after completion of six (6) months of active service with the District.

Employees need to notify their supervisor or designee of their absence within one (1) hour of the beginning of their workday unless conditions make notification impossible. Pay for sick leave shall be the same pay that the employee would have received if s/he had regularly worked that day.

In the event more sick leave has been used than available upon the termination of service, the final warrant shall be adjusted so as to recover all compensated but unearned days of sick leave absence.

- b) Extended Illness Leave. When an employee has been absent due to illness or injury and has exhausted all available sick leave, and continues to be absent due to illness or injury, the employee may utilize extended illness leave for an additional period not to exceed five (5) months. Pursuant to Education Code section 88196, extended illness leave as defined in this section “shall be used after entitlement to all regular sick leave, accumulated compensating time, or other available paid leave has been exhausted.” During this five-month period, which shall commence to run on the employee’s first day of absence and continue for one hundred (100) work days, excluding holidays, the District shall subtract from the salary due to the employee the amount which is actually paid a substitute employee employed to fill the employee’s position during his or her absence.

An employee shall not be provided more than one (1) five-month extended illness leave period per illness or injury. However, if an academic year terminates prior to the exhaustion of the five-month period; the employee may take the balance of the five-month period in the subsequent school year for the same illness or injury.

- c) Personal Necessity Leave. Seven (7) days of earned sick leave credit in one fiscal year may be used by the employee in increments of one hour or more in cases of personal necessity as defined in the Education Code and outlined in the following subsections:
- Death of member of employee's immediate family when the number of days of absence exceeds authorized bereavement leave.
 - Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
 - Imminent danger to person or property of employee when the danger requires the attention of the employee during his/her assigned hours of service. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature, and under such circumstances that the employee cannot reasonably disregard.
 - Illness of member of employee's immediate family when the absence is in excess of the three (3) days allowed under critical illness of family and when the illness, diagnosis, care, or treatment of an existing health condition of, or preventive care for an immediate family member required the attention of the employee during working hours. The illness must be serious in nature and of circumstances that the employee could not reasonably be expected to disregard. Immediate family for the purpose of this Section shall include spouse, biological, adoptive or foster parent, registered domestic partner, child, grandparent, grandchild, sibling or a member of the immediate household of the employee.

- Appearance in court when an employee is required to appear in court as a litigant party or witness under subpoena or any order made with jurisdiction except when appearing as a paid expert witness.
 - Personal emergencies other than mentioned above when the employee's need for absence is based upon immediate and/or unavoidable personal circumstances, use of personal necessity absence shall be permissible, subject to prior approval of the administering supervisor.
 - For an employee who is a victim of domestic violence, sexual assault, or stalking, personal necessity leave may be used to take time off work for any of the following reasons:
 - ❖ To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.
 - ❖ To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - ❖ To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - ❖ To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - ❖ To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
 - ❖ For purpose of this section, the terms “domestic violence,” “sexual assault,” and “stalking” are defined in California Labor Code section 230 and 230.1.
 - Observation, celebration, or honoring of diverse cultural traditions.
 - The personal necessity absence shall not be granted during a leave of absence, holidays, or Board granted days off.
 - In the event of a temporary, catastrophic closure of the College for less than one (1) week, employees shall not suffer a loss of pay due to these circumstances.
- d) Critical Illness of a Family Member. Three (3) days per year with pay shall be granted in the case of critical illness or accident of a member of the immediate family¹. Such leave shall not accrue from year to year. The three days of critical illness or accident leave shall be counted as part of the 12 weeks provided in AP 7347 Family and Medical Leave.
- e) Industrial Accident and Illness Leave. In addition to any other benefits that an employee with six (6) months paid service may be entitled to under the Workers’ Compensation laws of this state, such employees shall be entitled to the following benefits:

¹ *The illness must be serious in nature and of circumstances that the employee could not reasonably be expected to disregard. Immediate family for the purpose of this section shall include parent, principal domestic partner, child or a member of the immediate household of the employee.*

- An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
 - Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day. Regular pay will be reduced by an amount equal to the temporary disability payment check while the employee is on industrial leave.
 - The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and other paid leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
 - Any time an employee on Industrial Accident or Illness leave is able to return to work, he/she shall be reinstated in his/her position without further loss of regular pay or unused benefits.
 - An employee on a 39-month reemployment list may submit an interest card to the District in order to be notified of promotional opportunities. Upon reemployment, the employee shall be entitled to all rights, benefits and burdens that were previously his/hers, including the original hire date.
 - Continuation of Benefits: An employee unable to work due to industrial accident or industrial illness, shall continue to receive medical coverage for a period not to exceed six (6) months from the first day the employee is on unpaid status with the district.
- f) Donations for Catastrophic Sick Leave. Any confidential employee may donate in one (1) hour increments, accumulated and unused sick leave to another worker when a worker or a member of his/her family suffers from a catastrophic illness or injury, and that worker has exhausted all fully paid leaves. "Catastrophic illness" as used in this section is defined to mean the same thing as "serious health conditions" as provided in the Family and Medical Leave Policy².

² *Serious Health Condition: An illness, injury, or impairment, or physical or mental condition that involves either (a) inpatient care in a hospital, hospice, or residential health care facility or (b) continuing treatment or continuing supervision by a health care provider.*

- The employee must have exhausted all accrued sick leave and compensation time balances.
- The employee must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill family member, or due to a personal serious health condition. FMLA definitions, per AP 7347 Family and Medical Leave policy, shall apply to this section. In addition, principal domestic partners shall qualify as family member for purposes of this section.

Workers donating sick leave must retain a minimum of eighty (80) hours of accrued sick leave. Recipients may neither accept nor use more than the number of hours needed to provide fully paid sick leave for 175 days. Recipient workers must work for six (6) continuous months prior to renewed eligibility for further catastrophic illness contributions beyond 175 days.

- g) Bereavement Leave. Employees shall be granted five (5) days leave with full pay in the event of the death of any member of the employee's immediate family. Additional sick or other leave may be granted at the immediate supervisor's discretion.

"Member of the immediate family" includes: mother, mother-in-law, father, father-in-law, spouse, principal domestic partner, son, daughter, brother, sister, or grandparent of the employee, a relative living in the immediate household of the employee, or an individual having a similar close relationship which the Superintendent/President or designee may accept as qualifying for bereavement leave.

- h) Maternity Leave. Confidential employees who are working are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician. Said employee may be required to produce a licensed medical practitioner's certificate of medical condition. If an employee does not have a sufficient paid leave balance to cover the period of disability leave, leave of absence without pay shall be granted. Upon return to work the employee shall be placed in the same classification without loss of seniority and benefits.
- i) Family Leave. Confidential employees shall be granted Family Care Leave in accordance with State and Federal laws and regulations. Family Care Leave for the principal domestic partner is provided according to the conditions of coverage as established by the Self-Insured Schools of California (SISC). (Refer to AP 7347 for Family and Medical Leave policy information).

- j) Military Leave. Confidential employees shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- k) Jury Duty; Witness Pursuant to Subpoena. A confidential employee required to report for jury duty, or to answer a subpoena as an unpaid witness shall be granted a leave of absence with pay from assigned duties until released by the court, subject to the following:
- An employee shall keep the department informed regarding the court schedule.
 - Any employee who is released from jury duty during normal work hours is required to report to work unless there are less than two (2) hours remaining in the employee's regular work shift when released by the court. The employee shall not be required to return to work in that case and shall be compensated at his/her regular rate of pay for those hours. When an employee returns to complete a regular shift following time served in court, such time following within the work shift shall be considered as time worked for the purposes of shift completion and overtime computation.
 - Any employee assigned to a shift which begins on or after 4:00 p.m. or which ends between midnight and 8:00 a.m. shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift for all time spent while serving on jury duty, or answering a subpoena as an unpaid witness or based on their occupational expertise as an employee of the District at the request of the District.
 - An employee scheduled for jury duty, or answering subpoena as an unpaid witness or based on occupational expertise as an employee of the District, at the request of the District, on regularly scheduled day off shall receive an alternative equal time off during the pay period or receive compensation at straight time for the time served on jury duty.
 - The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. This requires the employee to sign over jury duty payments to the District. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.
- l) General Leaves. A confidential employee who has used all paid time to which he/she is entitled and who requests in writing to be absent from work because of personal reasons, may be granted a personal leave without pay for a period of time not to exceed one (1) week if approved by his/her supervisor and/or unit administrator. A personal leave without pay of more than one (1) week may be extended upon approval of the Board of Trustees up to one (1) full year of total leave time. Fringe benefits will be paid by the District through the last day of the month in which an approved unpaid leave begins. The District will resume payment for such benefits effective on the first day of the month following the employee's return to work. The employee may arrange with

the Human Resources department to keep his/her insurance in force during the period of the leave by prepaying the premiums on a monthly basis.

- m) Educational and Retraining Leave. All permanent contracted confidential employees shall be eligible to apply for paid, unpaid or partially paid retraining and educational leaves, subject to the policies and provisions set forth. Refer to BP 7340 for eligibility, criteria, duration and compensation.
- 5 Evaluations. Each confidential employee's immediate supervisor is responsible for evaluating the employee's performance. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based on the direct observation of the evaluator and/or on information that has been verified by the evaluator. The evaluator shall include a statement in the evaluation explaining what steps were taken to verify the information received. Any negative evaluation shall have attached documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have ten (10) working days to review and respond to any evaluation.

Probationary Periods/Release from Employment.

- a) New Employees. All new confidential-designated employees shall serve in a probationary status for nine (9) months from the date of appointment. All paid leave except Extended Illness Leave shall be counted in satisfaction of the nine (9) month service requirement. Upon completion of the probationary period, the employee shall attain permanent status. A probationary confidential employee may be released at any time during the probationary period.

All new confidential-designated employees hired into a series (I/II) classification shall serve in a probationary status for one (1) year from the date of appointment. All paid leave except Extended Illness Leave shall be counted in satisfaction of the one-year of service requirement. The one-year shall consist of 225 work days. The employee shall receive a non-competitive promotion (to the II level in the series) upon successful completion of the one-year probationary period and the achievement of permanency.

- b) Promotional Trial Period. A permanent confidential employee shall serve in a trial status in a new position for no less than six (6) months of actual paid service following promotion. All paid leave except Extended Illness Leave shall be counted in satisfaction of the six (6) month service requirement. Return to the employee's former class will occur upon employee or District request during this trial period. In the event an employee is deemed unsuccessful in the new position, or requests return he/she shall be entitled to reinstatement in the formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept.

When an employee has promoted into a series (I/II), a twelve (12) month trial period (225 work days) will be served at the "I" level. The same employee or District return rights apply during the first six (6) months in the "I" position.

- a) Voluntary Transfer Trial Period. A confidential employee who has transferred voluntarily to another position will serve a three (3) month (60 work days) trial period and be evaluated in the same manner as a new employee. All paid leave except Extended Illness Leave shall be counted in satisfaction of the three month service requirement. In the event an employee is deemed unsuccessful in the new position, he/she shall be entitled to reinstatement in the formerly held position, if available. If the formerly held position is not available, the employee may fill any opening in that class or a lower class for which the employee qualifies and chooses to accept.

When an employee voluntarily transfers into a series (I/II), a twelve (12) month trial period (225 work days) will be served at the "I" level. The same employee or District return rights apply during the first three (3) months in the "I" position.

- 6 Reassignments. The Superintendent/President may, with the approval of the Governing Board, reassign an employee based upon:

- i) Demonstrated needs of the District
- ii) Alterations of organizational structure
- iii) Alterations of position description
- iv) Accommodations relative to leaves, long-term illness, partial retirement, or other circumstances requiring consolidation of duties
- v) Other considerations in the best interest of the college.

- 7 Retirement and/or Resignation. Retirement of confidential employees is governed by the California Public Employees Retirement System (CalPERS). Retirement options as authorized by law and District policy are listed below:

- a) Resignation and Retirements, Notice Of. Confidential employees who intend to resign or retire at the end of an academic year are requested to submit notice of their intent to the immediate supervisor before March 1 of their final year.
- b) Pre-Retirement Program. Confidential employees may be permitted to reduce their work year from full-time to part-time as authorized by law and to have their retirement benefits based on full-time employment. Refer to *Appendix VI* for program requirements.
- c) Partial Retirement. A confidential employee may request to enter a program of partial retirement under the current regulations authorizing such action. If the request is permitted, the employee and the District will execute a written agreement of the conditions of the program.
- d) Reduction of Workload by Reassignment. In the event that an employee requests the pre-retirement or partial retirement option and it is deemed not to be in the best interest of the district to reduce the activities of the position held by the employee, the district may at its own discretion reassign the employee for the purpose of workload reduction.
- e) Full Retirement. Full retirement shall be executed upon the initiation of the employee reaching the maximum time limit for participation in the above program(s). In both instances retirement procedures shall be based on the prevailing regulations and District policy.

Confidential Employee Handbook

Section III

1 Confidential Employee References:

- a) Personnel Files. The official District personnel file of each employee shall be maintained in the District's Human Resources Department and shall be considered confidential as prescribed by law. Any employee files kept by any supervisor shall not contain any material that is not in the main personnel file. No adverse action of any kind shall be taken against any employee based upon materials that are not in the official personnel file.
- b) Response to Reassignment or Demotion. Employees who may be the object of reassignment or demotion may, in addition to such other procedures as are provided by law, present a written response to the Superintendent/President expressing their response to the proposed action. Such responses shall become a permanent part of the record and shall be considered in any deliberations pursuant to final action.
- c) Written Personnel Related Materials. Employees shall be provided with copies of any written personnel related material ten (10) workdays before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material and to prepare a written response to such materials. The written response shall be attached to the material.
- d) Citizenship and Professional Recognition. It is recognized the employees are often called upon to participate in civic and professional affairs. Such participation when appropriate to the individual employee and in the best interests of the district may upon approval of the District Superintendent/President be deemed a position-associated function for the purpose of time spent in attending meetings, conferences or other necessary activities. The District, however, assumes no expense liability except as specifically designated in *Section III (f)* of this handbook.
- e) Staff Development. The District encourages confidential employees to increase their position-related abilities and skills through all appropriate means. It is also recognized that additional training and/or retraining may be desirable in order to function at an adequate level of performance. Subject to the approval of the Superintendent/President, the following staff development incentives are available:
 - i) District-Sponsored Programs. The District may sponsor staff development in two general ways. First, the District may provide, at no expense to participants, workshops, seminars, classes, or other means of training designed to improve the skills and/or knowledge of confidential employees as a group. Secondly, the District may identify deficiencies or weaknesses in a particular assignment brought about through advances in technology or newly defined procedures that require an

individual planned program. In these cases the District may prescribe the most appropriate program available and may assume the inherent financial burden, including the use of Educational and Retraining Leaves (Refer to BP 5520 for educational and retraining leave policy).

- ii) Individual Planned Programs. Individual employees, who identify needs for their own supplemental growth or retraining, may submit to their supervising administrator a comprehensive plan for attaining the desired objectives. Such plan shall be reviewed by the appropriate administrators) and the Superintendent/President to reach a decision on its appropriateness and its relative benefit to the District. If approved, the District may in direct relationship to the potential institutional benefit authorize a full or partial reimbursement of expenses incurred by the employee as a direct result of the approved program, including the use of Educational and Retraining Leaves (Refer to *Appendix VII* for Educational and Retraining Leave Policy).
- iii) Professional Growth Incentives. Confidential employees may participate in the Professional Growth Program as noted in *Section II 3 C-viii* of this handbook. Refer to *Appendix V* for eligibility guidelines, participation and compensation.

f) Employment-Related Expenses.

- i) Professional Conferences/Workshops. All employees are encouraged to attend and participate in professional conferences and/or workshops that relate directly to their area of assignment. A conference Attendance Request form should be filled out and submitted two weeks in advance of the activity whenever possible. Approvals of such requests include the willingness of the District to bear the normal conference/workshop expenses in accord with budgetary limits. If total expense reimbursement is not allowed, the returned requested copy will indicate the dollar amount of allowance. Employees are not required to attend conferences at their own expense, but may do so with District approval.
- ii) Travel, Food and Lodging. Any employee receiving an assignment necessitating out of town travel or an approval of a conference/workshop request may be reimbursed for actual and necessary expenses for food and lodging. Liquor and/or entertainment expenses are not authorized. Receipts for food, lodging, registration, parking, etc. should be submitted with the completed conference *Claim for Reimbursement – Conference & Conventions form*. Reimbursements for travel expenses may be made upon the use of the employee's personal vehicle, public transportation, or a combination of both. Vehicle mileage may be reimbursed at the current District rate, not to exceed the cost of the lowest rate airfare, to the stated destination. Public transportation may be used at its actual and necessary cost either by reimbursement or District prepayment.

Confidential Employee Handbook Section IV

1. Confidential Employee Due Process:

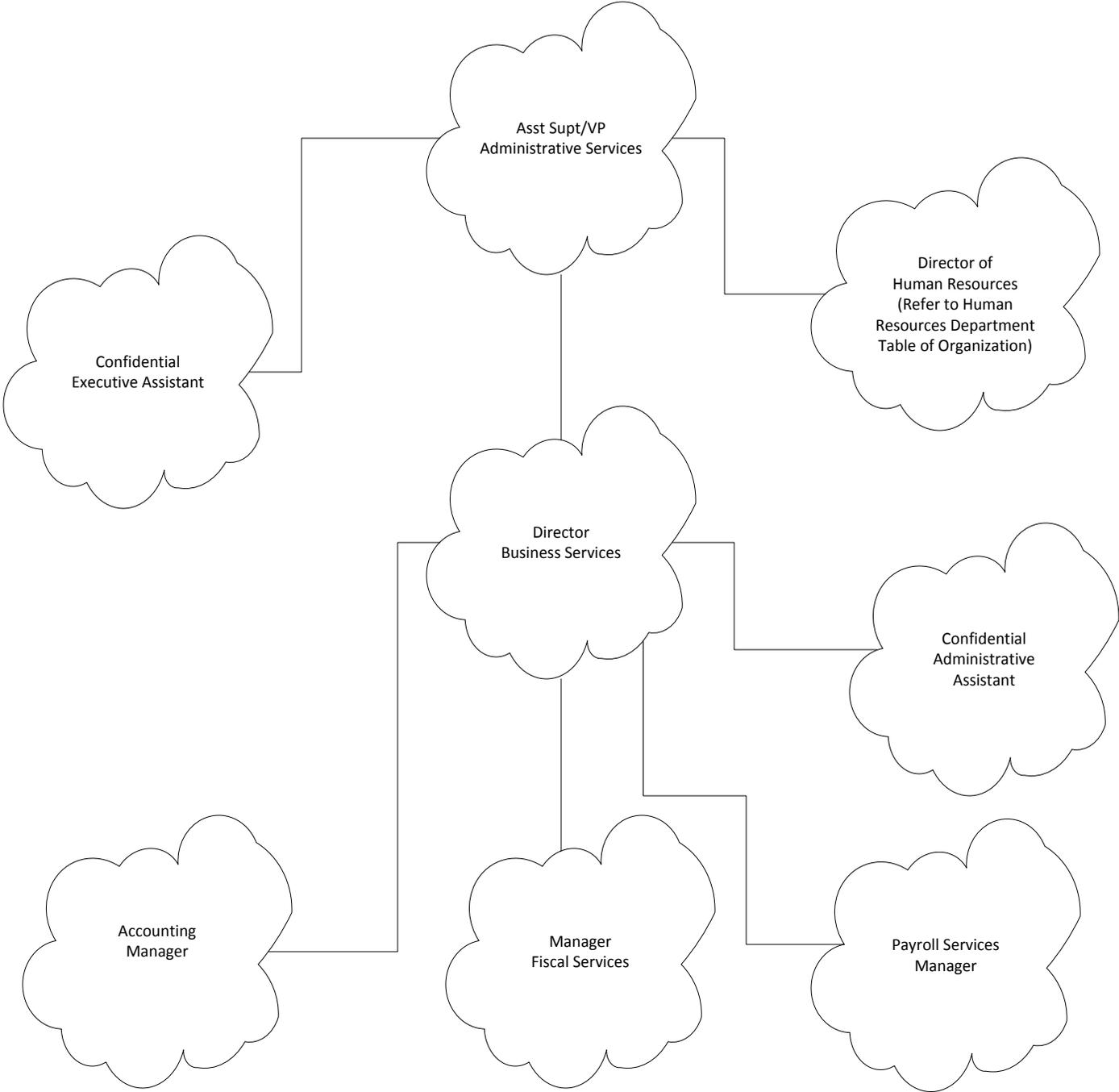
- a) Right of Appeal and Redress. It is recognized that employees falling within the jurisdiction of this handbook may appeal, in writing, a District decision which is believed to have an adverse effect on their conditions of employment. Such appeals are intended to be informal in nature and are intended to facilitate problem-solving measures. Such appeals are directed to the appropriate senior administrator who will take prompt and timely action toward settlement of the issue.
- b) Dispute Settlement. It is intended that all disputes arising from employment and/or working conditions be settled at the lowest possible level of supervision and in as informal a manner as possible. Failing informal settlement, the affected employee may submit in writing an account of the dispute to the next highest level of supervision. If the dispute is not settled at this level, a conference will be called between the affected employee and the Superintendent/President. The Superintendent/President shall, in a timely manner, reach a decision and inform all parties in writing of the final outcome. In the event the dispute is with the Superintendent/President, a conference may be requested with the members of the Governing Board.
- c) Due Process. Confidential-designated employees shall be afforded due process in accordance with the law during a procedure related to employment and/or working conditions.
- d) Confidentiality. All matters relating to employment and/or working conditions, circumstances surrounding disputes, or the procedural contents of either are considered confidential among the involved parties, except where disclosure is required by “due process” of law.

Confidential Designation Position List

Department	Position	Supervisor
Business Office	Confidential Administrative Assistant	Director of Business Services
Administrative Services	Executive Assistant	Vice President/Assistant Superintendent Administrative Svcs
Human Resources	Benefits Analyst	Director of Personnel and Human Resources
Human Resources	Confidential Administrative Assistant	Director of Personnel and Human Resources
Human Resources	Confidential Department Assistant	Assistant Director of Human Resources
Human Resources	Personnel Analyst	Director of Personnel and Human Resources
Human Resources	Personnel Technician (Academic and Classified)	Assistant Director of Human Resources
Instruction	Executive Assistant	Vice President/Assistant Superintendent Instruction
President's Office	Executive Assistant to the Superintendent/President	Vice President/Assistant Superintendent/President
Student Services	Executive Assistant	Vice President/Assistant Superintendent, Student Services

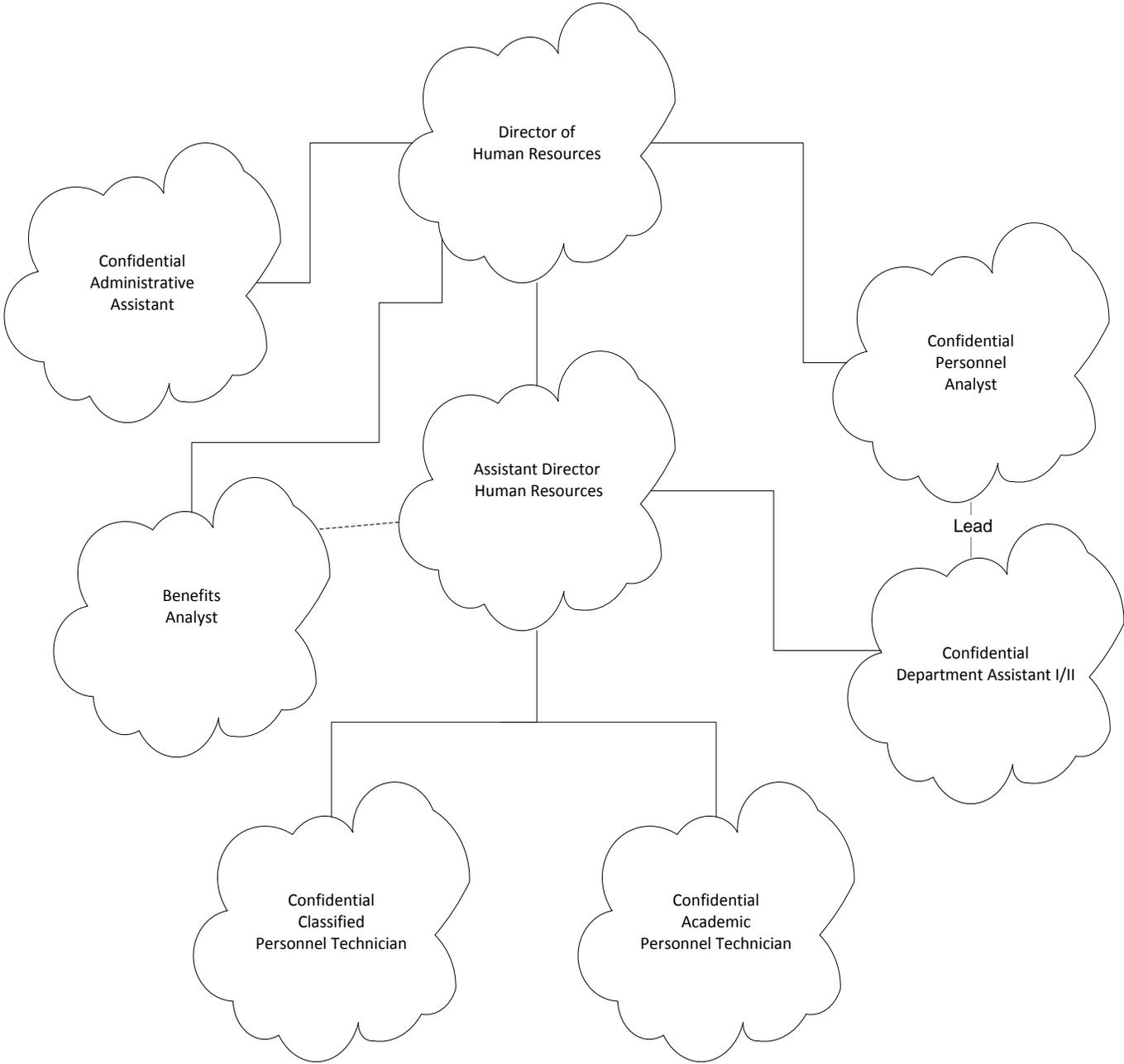
Administrative Services

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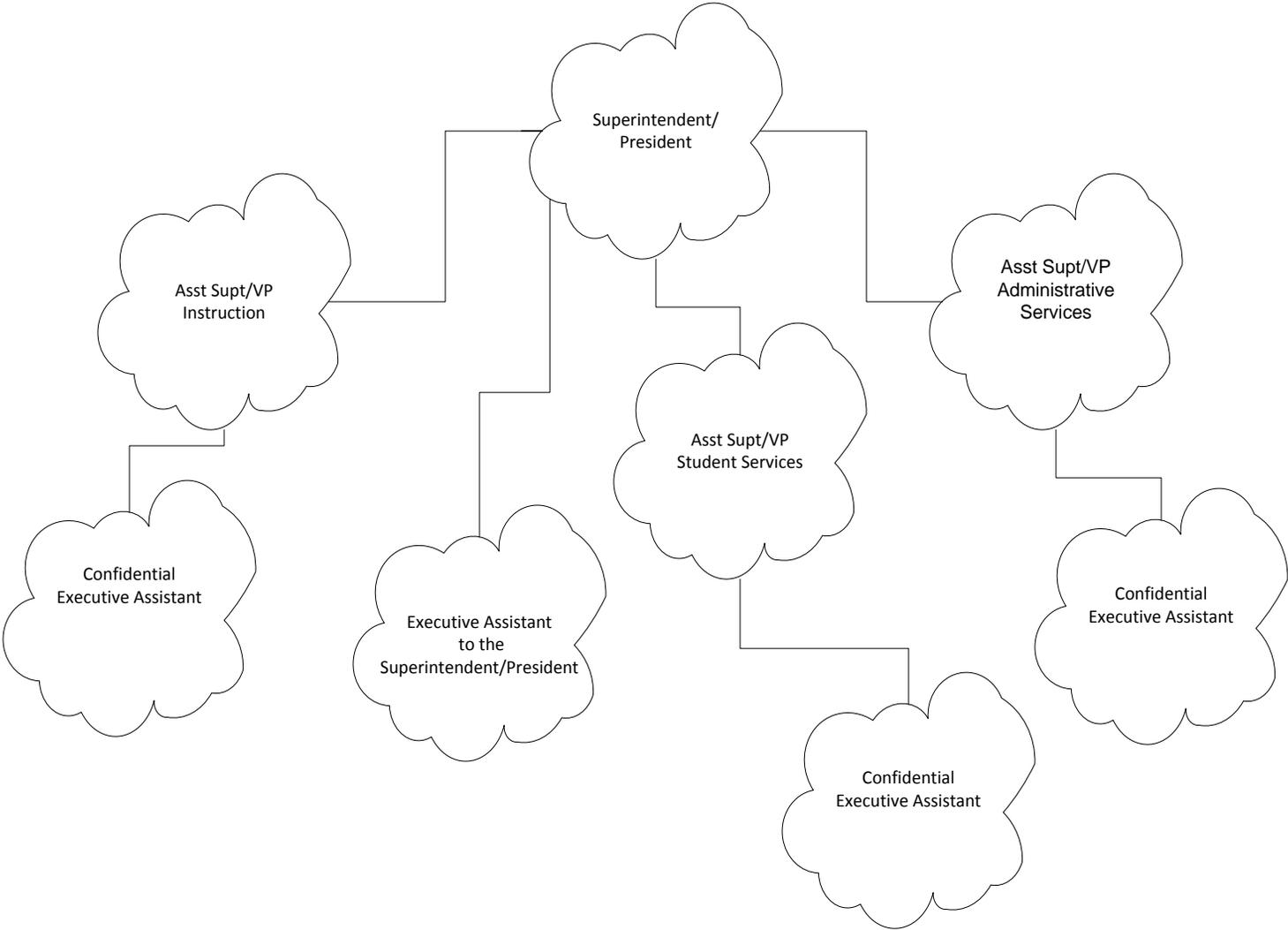
Human Resources Department

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Superintendent/President

Table of Organization



CABRILLO COLLEGE
CONFIDENTIAL DESIGNATED EMPLOYEE SALARY SCHEDULE
2015-2016
(225 days)
(Annual/Monthly/Daily/Hourly Rate)
July 1, 2015

Salary schedule increase by 3% over the July 1, 2014 on-going salary schedule

Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
I	Department Assistant I	\$38,354.00	\$40,271.00	\$42,285.00	\$44,400.00	\$46,620.00	\$48,951.00	\$51,398.00
		3,196.17	3,355.92	3,523.75	3,700.00	3,885.00	4,079.25	4,283.17
		170.46	178.98	187.93	197.33	207.20	217.56	228.44
		21.31	22.37	23.49	24.67	25.90	27.20	28.55
II	Department Assistant II	\$40,271.00	\$42,285.00	\$44,400.00	\$46,620.00	\$48,951.00	\$51,398.00	\$53,969.00
		3,355.92	3,523.75	3,700.00	3,885.00	4,079.25	4,283.17	4,497.42
		178.98	187.93	197.33	207.20	217.56	228.44	239.86
		22.37	23.49	24.67	25.90	27.20	28.55	29.98
III	Confidential Assistant	\$42,285.00	\$44,400.00	\$46,620.00	\$48,951.00	\$51,398.00	\$53,969.00	\$56,668.00
		3,523.75	3,700.00	3,885.00	4,079.25	4,283.17	4,497.42	4,722.33
		187.93	197.33	207.20	217.56	228.44	239.86	251.86
		23.49	24.67	25.90	27.20	28.55	29.98	31.48
IV	Administrative Assistant	\$44,400.00	\$46,620.00	\$48,951.00	\$51,398.00	\$53,969.00	\$56,668.00	\$59,500.00
		3,700.00	3,885.00	4,079.25	4,283.17	4,497.42	4,722.33	4,958.33
		197.33	207.20	217.56	228.44	239.86	251.86	264.44
		24.67	25.90	27.20	28.55	29.98	31.48	33.06
V	Executive Assistant Personnel Technician	\$46,620.00	\$48,951.00	\$51,398.00	\$53,969.00	\$56,668.00	\$59,500.00	\$62,476.00
		3,885.00	4,079.25	4,283.17	4,497.42	4,722.33	4,958.33	5,206.33
		207.20	217.56	228.44	239.86	251.86	264.44	277.67
		25.90	27.20	28.55	29.98	31.48	33.06	34.71
VI	Executive Assistant to the Superintendent/President	\$48,951.00	\$51,398.00	\$53,969.00	\$56,668.00	\$59,500.00	\$62,476.00	\$65,599.00
		4,079.25	4,283.17	4,497.42	4,722.33	4,958.33	5,206.33	5,466.58
		217.56	228.44	239.86	251.86	264.44	277.67	291.55
		27.20	28.55	29.98	31.48	33.06	34.71	36.44
VII	Benefits Analyst	\$51,398.00	\$53,969.00	\$56,668.00	\$59,500.00	\$62,476.00	\$65,599.00	\$68,878.00
		4,283.17	4,497.42	4,722.33	4,958.33	5,206.33	5,466.58	5,739.83
		228.44	239.86	251.86	264.44	277.67	291.55	306.12
		28.55	29.98	31.48	33.06	34.71	36.44	38.27
VIII		\$53,969.00	\$56,668.00	\$59,500.00	\$62,476.00	\$65,599.00	\$68,878.00	\$72,322.00
		4,497.42	4,722.33	4,958.33	5,206.33	5,466.58	5,739.83	6,026.83
		239.86	251.86	264.44	277.67	291.55	306.12	321.43
		29.98	31.48	33.06	34.71	36.44	38.27	40.18
IX	Personnel Analyst	\$56,668.00	\$59,500.00	\$62,476.00	\$65,599.00	\$68,878.00	\$72,322.00	\$75,939.00
		4,722.33	4,958.33	5,206.33	5,466.58	5,739.83	6,026.83	6,328.25
		251.86	264.44	277.67	291.55	306.12	321.43	337.51
		31.48	33.06	34.71	36.44	38.27	40.18	42.19



Health and Welfare Benefit Overview

Cabrillo College provides a monthly stipend for eligible employees. This stipend is to go toward the cost of the mandatory District benefits, which are:

- Medical coverage – for employee only (optional for dependents)
- Dental coverage – for employee only (optional for dependents)
- Life Insurance – for employee only (1 time annual salary up to \$75,000 max)
- Disability Insurance – for employee only

The benefit stipend varies depending on the number of dependents enrolled in the District medical plan. Benefit stipends exist for “Employee only” medical coverage, “Employee + 1 dependent” medical coverage and “Employee + 2 or more dependents” medical coverage. Please refer to the Human Resources website for benefit stipend amounts:

<http://www.cabrillo.edu/services/hr/benefits/index.html> click on the link “Annual Stipend Information” for specific benefit stipends.

The benefit stipend is to be utilized for whatever portion of the stipend is necessary to purchase the required coverage as noted above. In the event the benefit cost does not exceed the benefit stipend, the employee will not be entitled to receive as compensation any unused portion of the stipend. In the event the benefit cost exceeds the benefit stipend; the employee will have a monthly premium withheld from their pay.

Questions regarding the above, should be referred to the Benefits Analyst at (831) 479-6182 or via email at sutorres@cabrillo.edu.

NOTE: If you are adding dependents to your medical and/or dental coverage you are required to provide the following proof of eligibility:

- All dependent’s social security numbers AND
- Copy of birth certificates if adding children
- Copy of marriage certificate and Federal Income Tax 1040 Form (top sheet only) if adding a spouse



INSURANCE PROGRAM REQUIREMENTS

HEALTH INSURANCE

Health insurance is mandatory for all employees in a 90 – 100% assignment. If you work less than a 90% assignment, you may decline coverage. Health insurance is optional for family. If you decline coverage for your family, enrollment in the Blue Shield PPO or HMO plans do not require proof of insurability and dependents can be added during the annual open enrollment period.

If you wish to cover a newborn, adopted child or a new spouse, the dependent must be added to the policy within 30 days of birth, adoption or marriage. Change forms are available in Human Resources. A birth certificate, a marriage certificate and social security numbers of all dependents is required as proof of eligibility.

Children ages 19-26 may be covered on the medical and dental plan without being full-time students or IRS dependents. A birth certificate and social security number are the only proof of eligibility that is required.

Children over 26 are eligible for continued coverage under the Consolidated Omnibus Reconciliation Act of 1985 (COBRA). Spouses who are losing coverage due to divorce are also eligible to continue medical and dental benefits under COBRA. Please notify Human Resources if you have either of these qualifying events. You have only 60 days from the date of the qualifying event to notify the district and protect your dependent's rights to continuation of coverage.

To speak with someone regarding coverage or claims, contact your health provider as listed below:

Blue Shield of California
P.O. Box 629014
El Dorado Hills, CA 95762-9014
(800) 642-6155

www.blueshieldca.com

DOMESTIC PARTNERS

Domestic partners are eligible for medical plans, if qualified. See the Benefits Analyst in Human Resources for details.

BEHAVIORAL HEALTH PROGRAMS

Employee and dependents that are enrolled in a Blue Shield PPO medical plan are eligible for mental health benefits using the PPO provider network. Contact customer service at (800) 378-1109.

Employees and dependents that are enrolled in Blue Shield HMO medical plan are eligible for mental health benefits through Blue Shield of California. Contact customer service at (800) 642-6155.

Employees and anyone residing in the employee's home who are enrolled in the Blue Shield PPO or HMO medical plans are eligible for an Employee Assistance Program (EAP) through Anthem Blue Cross. Contact customer service at (800) 999-7222.

PRESCRIPTION DRUG PROGRAMS

All employees participating in Blue Shield PPO medical plans (80-E and 80-J) or Blue Shield HMO medical plans are eligible for participation in the **Navitus Health Solutions Prescription Drug Plan** as follows:

- Blue Shield PPO (80-E) medical plan:
 - Provides \$14 brand name/\$7 generic prescription drug copay per prescription.
- Blue Shield PPO (80-J) medical plan:
 - Provides \$18 brand name/\$9 generic prescription drug copay per prescription.
- Blue Shield HMO (\$10-0) medical plan:
 - Provides \$10 brand name/\$5 generic prescription drug copay per prescription.
- Blue Shield HMO (\$25-500) medical plan:
 - Provides \$35 brand name/\$9 generic prescription drug copay per prescription.
- Blue Shield HMO (\$30-20%) medical plan:
 - Provides \$35 brand name/\$9 generic prescription drug copay per prescription

If generic prescriptions are obtained from Costco, no copay is required.

The above prescription drug program also offers a mail order prescription services for your convenience through Costco Pharmacy (mail order). Contact Costco Pharmacy at 1-800-607-6861 for details.

All employees participating in Blue Shield PPO HDHP-B (high deductible) plan are eligible for participation in the prescription drug plan through Blue Shield of California. Prescription drugs are subject to the medical deductible of \$3,000 individual/\$5,000 family. Once the deductible has been met, provides for brand name drugs at \$25 per prescription and generic drugs at \$7.00 per prescription.

DELTA DENTAL PLAN

Voluntary Dependent Plan:

Mandatory for all employees; however, you may choose employee only or employee plus all eligible dependents. An employee may defer adding newborns up until their 4th birthday and can be added during an open enrollment period. If an employee drops dependent coverage, dependents may not be enrolled until the next open enrollment period.

- \$2,000 benefit maximum per person per calendar year
- The first year of the plan, most services are covered at 70%
- The second year, coverage increases to 80%, as long as you have visited the dentist once in the first year.
- The third year, coverage increases to 90%, as long as you have visited the dentist again in the second year.
- The fourth year, coverage increases to the maximum benefit level of 100%, as long as you have visited the dentist in the third year.

HARTFORD DISABILITY

Income protection is mandatory for all employees. The income protection benefit goes into effect after meeting the elimination period. Policies are available in Human Resources.

HARTFORD LIFE INSURANCE

This coverage is mandatory for all employees. The life insurance plan benefit is one (1) time your annual salary to a maximum of \$75,000. Please be sure you have a current beneficiary form on file.

SECTION 125 PLAN

“SISC Flex” is a Section 125 Plan - flexible benefit program. This program allows you to pay for your Health and Welfare benefits on a pre-tax basis. There is also a plan for Dependent Care and Un-reimbursed medical expenses (these plans run from January 1 through December 31st each year). Additional information regarding the Section 125 plan may be obtained from Human Resources.

PERS

Public Employee Retirement System booklets are available in Human Resources regarding retirement planning, disability and survivors' benefits.

225 WORK DAY CALENDAR

(Your annual salary is based on working 225 days in the 2015/16 fiscal year)

*PLEASE CIRCLE AN ADDITIONAL 21 TENTATIVE NON-WORK DAYS
 NOTE: The [#] represents the total work days possible each month

NAME: _____ DATE: _____

July 2015				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
(22)				

August				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
(21)				

September				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
(21)				

October				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
(22)				

November				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
(*18)				

December				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
(*17)				

June/July 2015
 Summer Sessions:
 Four-Week Session: 6/15 - 7/10
 Six-Week Session: 6/22 - 7/31
 Eight-Week Session: 6/15 - 8/07
Holiday - Independence Day: 7/03
August
 Flex Days: 8/24 - 8/28
 Fall Semester Begins: 8/31
September
Holiday - Labor Day: 9/07
November
Holiday - Veterans Day: 11/13
Holiday - Thanksgiving: 11/26
Holiday Board Designated: 11/27
December
 Final Exams: 12/14 - 12/19
 End of Fall Semester: 12/19
Holiday - In lieu of Admission Day: 12/24
Holiday - Christmas: 12/25
Holiday Board Designated: 12/28 - 12/31

***Board designated college holidays:
 November 27, December 28, 29, 30, and 31st. Unless otherwise authorized by your supervisor, please include these 5 days as part of your total 25 non-work days for 2015/16. The college will be closed from December 24th through January 1st.**

January 2016
Holiday - New Year's Day: 1/01
Holiday - Martin Luther King, Jr. Day: 1/18
 Flex Days: 1/19 - 1/22
 Spring Semester begins: 1/25
February
Holiday - Lincoln's Birthday: 2/12
Holiday - Washington's Birthday: 2/15

March/April
 Spring Break: 3/28 - 4/02
May
 Spring Finals: 5/16 - 5/21
 Graduation: 5/20
 End of Spring Semester: 5/21
Holiday - Memorial Day 5/30

January 2016				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
(19)				

February				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29				
(19)				

March				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
(23)				

April				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
(21)				

May				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
(21)				

June				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	
(22)				

* Assumes board holidays are taken where shaded

PROFESSIONAL GROWTH PROGRAM

1. Eligibility to Participate

All confidential employees shall be eligible to participate.

- a. Requirements and increments for eligible employees are as follows:
 - (1) Six to twelve (6-12) units may be earned in each fiscal year.
 - (2) Upon qualification of an increment award the percentage of contract worked will be applied to the dollar value of a professional growth unit. (Example: 50% contract = .50 X unit rate.)
 - (3) Upon qualification of an increment award the months worked will be applied to the dollar value of a professional growth unit. (Example: \$42 x 6 units = \$252 ÷ 12 months = \$21 x months of service.)
- b. Each class, workshop, conference, non-college course or service in an educational or professional association must be accompanied by a fully completed "Professional Growth Application" form signed by the employee and employee's supervisor.
- c. All regular confidential employees working 20 hours or more per week and who have completed their required probationary period of employment are eligible to participate.

2. Course Designations

- a. Job-Related Courses
 - (1) Subject matter related to position occupied by employee, for example Technology, Leadership, Verbal and Written Communication Skills, Customer Service, or
 - (2) Related to position to which employee might logically advance from current position, or
 - (3) Knowledge gained from the course may be deemed beneficial to the department through participant's application of increased knowledge or skill.
 - (4) At least 50% of the units in each increment award shall be job-related. All units above 36 must be job related. A maximum of ninety (90) total units may be earned.

- b. **General Education Courses**
Non-job related courses are intended to improve the employee's education, knowledge, and understanding of the college and the community, in the belief that an enlightened, educated employee is a better employee.
 - c. **Noncredit Courses**
Noncredit courses, such as conferences, workshops or seminars are those which meet the requirements of 2(a) and 2(b) above and for which grades are not normally awarded.
 - d. **Prior Credit**
No credit will be given for units earned prior to July 1, 1972, the initiation date of the program, or for courses taken prior to the employee's original date of hire.
 - e. **Credit by Examination**
No credit will be given for units earned under the "credit by examination" provisions outlined in the Cabrillo College catalog.
 - f. **Repeat Courses**
Credit for a repeat course in which prior academic credit has been earned will not count toward earning increments unless the employee submits written verification to Human Resources establishing that a course with the same number and title was in fact substantially different.
3. **Credit Basis**
Credit shall be earned on the following basis:
- a. **College-level courses**: one semester course unit equals one increment unit with a passing grade of C- or better.
 - b. **College-level courses**: one quarter unit course equals 2/3 of a semester unit with a passing grade of C- or better.
 - c. Non-college level courses and ungraded courses, such as conferences, workshops, or seminars: one-half unit for each 16 hours participation.
 - d. Service in job-related educational or professional associations, including holding elective office in:
 - 1. **Local association**: one unit for full year in office.
 - 2. **County, state or national association**: one unit for full year in office.

4. **Increment Values and Awards**

- a. The value of one (1) unit shall be \$42.00 per year.
- b. 6-12 units (\$252-\$504 per year) may be earned in each fiscal year. No increments shall be awarded on half units. Such partial units will be applied toward the next increment award. All units above 36 must be job related. A maximum of ninety (90) total units may be earned.
- c. Increment payments shall be included in regular monthly salary warrants.
- d. No units may be earned for attendance at any institute, workshop, or conference for which the district pays more than 50% of the fees.
- e. No units of credit may be earned during any scheduled working hours for which participant is paid by the college.
- f. Once earned, increments shall be permanent and shall be paid in addition to any other salary increases.

Employee Guidelines for Program Participation

Participation in the Professional Growth Program is optional.

Each employee should become familiar with the following:

1. Professional Growth Application Form
2. PGRC's Coursework Review/Approval and Request of Increment Award
3. Statement of Units Earned/Verification of Coursework
4. Request for Appeal

1. **Professional Growth Application Form**

To enroll in the program, an employee must fill out the Professional Growth Application form and submit it to PGRC. The Professional Growth Application form may be filed at any time for each class, workshop, conference, non-college course, and service in an educational or professional association.

2. **PGRC's Coursework Review/ Approval and Request for Increment Award**

Upon completion of at least 6 units an employee is eligible for an increment award. Upon approval of the award, the employee immediately starts another one-year qualifying period.

Because of the flexibility of the program, increment awards are not automatic. Upon completion of units between 6 up to and including 12 units, an employee must file a letter requesting an increment award with the PGRC before an increment is awarded.

All Professional Growth Application Forms and letters requesting increment awards must be filed with the PGRC prior to the last work day in May of each fiscal year of the qualifying period to be eligible for payment of increments on July 1st of the following fiscal year. Proof of completion of coursework or transcripts need to be submitted by June 15. Requests filed after June 15th will be held until the following year.

After an employee reaches a total award of 36 units, all subsequent job related units in any qualifying period, regardless of the number of units, will be awarded on July 1st of the following fiscal year.

3. **Statement of Units Earned/Verification of Coursework**

Verification of coursework completion must be submitted to Human Resources prior to June 15th of each year in the form of transcripts or grade slips. For ungraded courses, conferences, workshops, seminars, or similar activities, a confirmation of attendance and a written summary of material covered is required. Additionally, written justification to support job relevance may accompany the submitted materials.

When an employee engages in activities wherein the total hours of attendance are less than the 16 hours requirement for 1/2 unit credit, the hours will be entered on the permanent record and when a total of 32 hours is reached, the participant will be given credit for 1 unit.

Human Resources shall maintain a permanent record for all employees enrolled in the Professional Growth Program. All units shall be entered on this permanent record immediately upon approval. Copies will be made available to the employee upon request.

Upon approval by the PGRC, Human Resources will notify the employee of their increment award. Human Resources will simultaneously notify the employee's manager(s) of the nature of the coursework completed. Payment of such award shall be made in equal monthly increments, beginning with the July 1st pay period of the following fiscal year.

4. **Request for Appeal**

An employee has the right to request, and be granted, an appeal before the PGRC on any matters related to the Professional Growth Program. Such request for appeal shall be submitted in writing to the Professional Growth Committee in care of the Human Resources Department.

PRERETIREMENT PROGRAM

Under this program, confidential-designated employees may be permitted to reduce their work year from full-time to part-time as authorized by law and to have their retirement benefits based on full-time employment. In order to qualify for this program, the employee shall meet the following requirements:

1. The employee must have reached the age of 55 years prior to the period in which reduced-time employment is requested and must submit a request in writing to the personnel office at least 45 days prior to the date on which the preretirement is to be effective.
2. Length of participation in the preretirement program shall not exceed five years or upon reaching the age of 70 years, whichever comes first. Employees requesting preretirement must have been employed full-time in a regular confidential position for at least 10 years, including the immediately preceding 5 years, provided, however, that leaves with pay shall not be considered to be a break in service for purposes of this policy.
3. The option of part-time employment shall be initiated by the employee. The specific assignment must be by mutual agreement, based on feasibility, between the employee and the district.
4. The minimum part-time employment shall be the equivalent of one-half of the days and hours of service required in a full-time assignment. Any subsequent alteration to the days and hours of service may only be accomplished by mutual agreement of the employee and the district.
5. The employee shall receive the salary which is the pro-rata share of the salary earned if he or she continued in full-time employment. The employee shall retain all other rights and benefits for which he or she makes the payments that would be required if in full-time employment, including retirement contributions paid by employee and district. With this option, both the district and the employee will make retirement contributions as if the employee were earning a full salary.
6. The employee shall receive the same fringe benefits as a full-time employee. All leave benefits afforded a full-time employee shall be earned by the part-time employee on a pro-rated basis.

Legal Reference

Ed. Code Section 88038
Government Code Sections 53201 and 20905

EDUCATIONAL AND RETRAINING LEAVE POLICY

Legal Basis: Education Code Sections 88220 through 88227

Legislative Intent, Article 88220: In enacting this article the Legislature recognizes that technological and other changes are occurring which may displace otherwise desirable employees in the public school systems of the state. The Legislature intends that the enactment of this article will encourage employees to prepare themselves for the changes that are occurring and will also encourage governing boards to utilize the article to further study and retraining by personnel.

Eligibility: All permanent contracted confidential-designated employees shall be equally eligible to apply for paid, unpaid or partially paid retraining and educational leaves, subject to the following policies and provisions:

Retraining leave policy

1. Definitions

- a. A leave granted to update or improve existing job skills for the purpose of retraining to meet changing conditions within the district.
- b. A leave granted to an incumbent employee to retrain for a new position when the existing position is to be abolished or significantly altered.
- c. A leave granted to an incumbent employee who, for physical or other reasons, can no longer perform in the present position, but who may be reasonably retrained for another.

2. Eligibility and Criteria

- a. **Employee request:** To be eligible for a retraining leave, an employee must have rendered service to the District for at least three consecutive years preceding the granting of such retraining leave, and no more than one such leave shall be granted in each three-year period. Further, the employee shall serve the District for at least two years after successful completion of the retraining program.
- b. **District request:** In the event that the Board contemplates the abolition of positions in the confidential service and the creation of new positions because of automation, technological improvements, or for any other reason consistent with this policy, it shall, whenever possible, provide for the retraining of displaced employees in accordance with these rules:

- (1) An employee must be serving in a position which the District contemplates abolishing or significantly changing the qualifications thereof.
- (2) The employee shall indicate a willingness to undergo the prescribed training program or, in the alternative, forfeit his/her claim to the provisions of this policy.
- (3) The results of the retraining program shall clearly be of benefit to the District.
- (4) The employee shall agree to serve the District for at least two years after successful completion of the retraining program.
- (5) Contract provisions relating to seniority (District hire date) shall apply.

The Board shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be conducted.

3. Duration

An approved retraining leave may be taken in cycles of time appropriate to the available training up to a period of one year, the successful completion of which must be accomplished within a three-year time span. Intervening work periods within a retraining program shall be calculated toward eligibility for additional retraining if such should become necessary and such leaves shall not be considered a break in service. (Education Code 88221)

4. Compensation

An employee on retraining leave shall receive full compensation, including all benefits and seniority rights (District hire date) according to his/her placement on the salary schedule and employment status. The District shall, in addition to regular compensation, bear the costs, if any, of the approved retraining plan; or in the alternative the employee may bear such costs and apply the earned credit toward his/her professional growth increment program. (Education Code 88227)

STUDY LEAVE POLICY**1. Purpose**

A study leave is intended to provide the opportunity for increasing professional competence, and in turn enhance an individual's service to the District. Any proposed plan of study should outline its relationship to the employee's position and/or career goals with the District.

2. Eligibility and Criteria

- a. Employee request: To be eligible for a study leave, an employee must have completed seven consecutive years of service to the District. (Education Code 88222)
- b. Service after leave: The employee shall serve the District for a period of time amounting to twice the term of the leave immediately following the leave. A faithful performance bond or leave of absence agreement shall be executed as a condition of the leave.

3. Duration

- a. Leaves may be granted for a full year, for a partial year, for additional blocks of time, but in no case to exceed one full year.
- b. The study leave shall not be deemed a break in continuity of service, nor shall the period of such absence count toward the years required for further leaves.

4. Compensation

- a. An employee on a study leave may receive full, partial, or no compensation proportionate to the relative benefit gained by the District as a result of the study leave as determined by the President with the advice of the committee.
- b. Confidential employees on study leave shall be compensated for any work they perform at the District during the term of the leave.
- c. The employee shall continue to receive full fringe benefits for the duration of the study leave in proportion to the compensation received.

5. Restrictions

- a. Departments will be expected to adjust work loads, where feasible, in order to accommodate for the absence of an employee on a study leave. To avoid unnecessary hardship the number of confidential personnel absent for a study leave during any one year shall not exceed two percent of the confidential staff.
- b. All study leaves shall have priority on the basis of seniority (District hire date).

6. Report

Upon completion of a study leave, a written report shall be submitted to the employee's supervisor, and/or department administrator, and the Superintendent/President and filed in the employee's personnel file. The report shall be due within 30 days of completion of the leave. If the purpose of the leave is academic study, an official transcript shall be included with the report.

APPLICATION AND APPROVAL PROCESS RETRAINING AND STUDY LEAVE POLICIES

1. Requests

Requests for retraining or study leaves must be submitted in writing, on the appropriate forms, to the immediate supervisor and the administrator of the department. Leave request forms shall be provided by the Human Resources Department. Details of the planned activity must accompany such requests. The supervisor and administrator shall, within five working days, forward such requests, together with their recommendations, to the Superintendent/President.

- a. Within five working days after receipt of such request, the Superintendent/President shall notify the applicant and the applicant's immediate supervisor of its recommendation. When a request is approved, the recommendation is forwarded as a recommendation to the Governing Board.
- b. Committee denial: Should an employee's request be denied, a written appeal may be filed with the Director of Human Resources or the employee's supervisor within five working days. When such appeal is filed, the Director of Human Resources shall respond within five working days. If the appeal is approved, the recommendation shall be forwarded to the President for action. If the President approves the request, it shall be presented as a recommendation to the Governing Board. If the appeal is denied, the committee shall forward its recommendation to the President. The President shall have final decision authority in all cases.