# Section Ten

# Confidential and Management Employees

# Section Ten
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# Section Ten—Confidential and Management Personnel Governance Processes Relative to the District Board Policy Manual and Collegial Consultation With Academic Senates

## Employ the Process of Mutual Agreement

**Policies:**

(1) **10B4**, Administrative Retreat Rights to Faculty Status for Administrators Hired on or After July 1, 1990 *(include Policies 10B4A through 10B4F)*

(2) **10B5**, Administrative Retreat Rights to Faculty Status for Administrators Hired Prior to July 1, 1990 *(include Policies 10B5A through 10B5F)*

**Procedures:** None

**Appendices:** None

## Rely Primarily Upon the Advice and Judgment

**Policies:**

(1) **10A5B5** (re: college president responsibilities)
(2) **10A5B16** (re: college president responsibilities)
(3) **10B3D** (re: selection of management personnel)
(4) **10B3H2** (re: selection of management personnel)
(5) **10B3H6** (re: selection of management personnel)
(6) **10B3I4** (re: joint screening committee for college educational administrator positions)

**Procedures:** None

**Appendices:** None

# SECTION TEN

# CONFIDENTIAL AND MANAGEMENT EMPLOYEES

**10A** **Administrative Organization** (Revised February 3, 2005)

**10A1** The Kern Community College District shall use a line-staff organization plan. Administrative authority rests with the Board of Trustees, through the Chancellor to appropriate administrative officers. See **Appendix 10A1(a)** of this Manual for organizational charts.

**10A2** The Chancellor shall appoint an Executive Council to assist in the solution of administrative problems and formulation of educational policies. *(Revised December 2, 2004)*

**10A3** Employees in the Chancellor's Executive Council shall be the Chancellor; District Business, Educational, Human Resources, and Information Technology officers; Presidents of the Colleges; and other staff members appointed by the Chancellor. *(Revised December 2, 2004)*

**10A4** The Board of Trustees of the Kern Community College District shall establish policy, and it shall be the right and responsibility of the administrative staff to implement the policy.

**10A5** Responsibilities of the Chancellor, College President, and Management Staff

**10A5A** Chancellor *(Corrected April 3, 1996)*

**10A5A1** The Chancellor is the Chief Executive Officer of the District. All functions of the District are directed by the Chancellor in keeping with policies established by the Board of Trustees.

**10A5A2** The Board of Trustees shall appoint the Chancellor and fix the salary and term of office.

**10A5A3** The Chancellor's powers and duties shall be initiatory and executory. The Chancellor shall act both as a professional advisor of the Board in the formulation of policies for governing the District and as chief executor of the policies adopted by the Board. All powers and duties delegated to the Chancellor are to be executed in accordance with the policies adopted by the Board, and all acts performed by the Chancellor which are classed in law as discretionary are subject to review and to final approval by the Board unless the Board specifically authorizes such acts to be executed in a particular manner.

**10A5A4** The Chancellor as Chief Executive Officer of the Board shall have specific powers and duties and shall be directly responsible to the Board for their proper exercise. The listing of specific responsibilities, however, shall not be interpreted to exclude all those powers and duties not mentioned but which are integral to the position of Chancellor.

**10A5A5** The Chancellor shall attend all meetings of the Board. The Chancellor may be excused from closed sessions of the Board at the time when personal salary and tenure of the Chancellor are being considered. The Chancellor shall have the right to speak at Board meetings on all matters before the Board.

**10A5A6** The control of the District shall be unified under the Chancellor, and all employees of the District shall be responsible to the Chief Executive Officer through the District line and staff organization.

**10A5A7** The Chancellor shall nominate or recommend employees, and the Board shall employ from those who have been nominated or recommended by the Chancellor. It shall be the responsibility of the Chancellor to employ and retain well-qualified, competent staff members. The Chancellor may authorize interim employment prior to Board action to accommodate payroll processing, however, Board action is required to ratify employment at the next regularly scheduled Board meeting. *(Revised August 5, 1999)*

**10A5A8** The recommendation for assignment and promotion of all employees of the District shall be made to the Board by the Chancellor.

**10A5A9** The suspension or dismissal of an employee of the District shall be made by the Board on the Chancellor's recommendation. The Chancellor may suspend an employee at any time until the next meeting of the Board under provisions of the law.

**10A5A10** The Chancellor shall direct all matters relating to employees including salary status, professional development, professional records, minimum qualifica-tions, recruitment, staff allocation, and approval of absences and leaves. *(Revised February 3, 2005)*

**10A5A11** The Chancellor shall oversee the planning and administering of a continuing staff development plan for employees of the District.

**10A5A12** The Chancellor shall recommend to the Board the purchase of all supplies and equipment.

**10A5A13** The Chancellor shall direct the preparation of the annual budget and submit it to the Board for approval.

**10A5A14** The Chancellor shall have control and supervision of all District buildings, grounds, and equipment.

**10A5A15** The Chancellor shall approve and recommend to the Board all plans for the construction of buildings, landscaping of property, and repairs or alterations to existing property, and shall see that all plans adopted are properly executed.

**10A5A16** The Chancellor shall have power to make rules and regulations to govern routine matters.

**10A5A17** The Chancellor shall inform the public regarding activities of the Colleges and the District.

**10A5A18** The Chancellor shall make an annual report on the condition and the progress of the District and such other reports as the Board may request from time to time.

**10A5A19** The Chancellor shall hear any complaints against the District and shall act as judge in matters of controversy between the various District employees, and between District employees and students, parents of students, or patrons, when the controversies relate to District affairs. The Board will not deal with such matters except on appeal from the Chancellor's decision or at the Chancellor's request. The Chancellor is charged with the enforcement of the rules, regulations, and decisions of the Board of Trustees and shall be responsible for the dissemination of all general orders adopted by the Board relating to all District employees.

**10A5A20** The Chancellor is authorized by the Board of Trustees to accept the resignation of any employee. The Chancellor may delegate this responsibility by written designation to District Officers or College Presidents.

**10A5A21** The Chancellor shall be responsible for the general efficiency of the District and for the development of the teaching, administrative and support staffs, instructional programs and services, and for the growth and welfare of students.

**10A5A22** The Chancellor may delegate, subject to approval by the Board, any of the powers and duties which the Board has entrusted to the Chief Executive Officer but in every instance shall continue to be responsible to the Board for the execution of the powers and duties delegated.

**10A5A23** The Chancellor serves as Secretary to the Board of Trustees.

## 10A5B College President

**10A5B1** As the executive head of a College, the President is responsible to the Chancellor of the District. As chief administrator of the College, the President shall be responsible for maintaining the policies, procedures, rules, and regulations as set forth by the Chancellor, the Board of Trustees, the California Education Code, the Board of Governors of the California Community Colleges, and the general laws of California and of the United States of America. The President shall have the authority to delegate areas of responsibility as permitted by law.

**10A5B2** The President shall make recommendations to the Chancellor for the employment, retention, and dismissal of all staff.

**10A5B3** The President shall have responsibility for the assignment of all staff.

**10A5B4** The President shall supervise the evaluation of staff and make recommendations regarding retention and promotion. *(Revised August 5, 1999)*

**10A5B5** The President shall appoint management representatives to standing and ad hoc committees and designate the chairs of College-wide committees according to College policy and the law. *(Revised June 10, 1999)*

**10A5B6** The President shall schedule and conduct meetings of the faculty.

**10A5B7** The Presidents shall represent the College as appropriate at conferences and meetings and with county, state, and federal offices.

**10A5B8** The President shall approve all textbooks and instructional materials.

**10A5B9** The President shall recommend to the Chancellor budget, curricular, facility, and employee requirements essential to effective operations of the College. (Revised February 3, 2005)

**10A5B10** The President shall supervise programs and services appropriate to community services and the College as a civic center.

**10A5B11** The President shall direct articulation efforts with high school districts and institutions of higher education.

**10A5B12** The President shall appoint all citizen committees advisory to College programs after consultation with department or division chairs.

**10A5B13** The President shall carry out such duties as may be assigned by the Chancellor.

**10A5B14** The President shall direct the efforts of a College toward a realization of its purposes and interpret the College's programs accurately and effectively to the various publics being served.

**10A5B15** The President shall provide leadership for the instructional and student employee services of the day, evening, and summer programs. (Revised February 3, 2005)

**10A5B16** The President shall appoint department/ division chairs according to College policy. *(Revised June 10, 1999)*

**10A5B17** The President shall be responsible for campus adherence to adopted courses of study with such exceptions as may be authorized by the Chancellor.

**10A5B18** The President shall see that extra curricular activities are properly organized and supervised.

**10A5B19** The President shall advise and assist the staff and instructors in difficult cases of discipline.

**10A5B20** The President shall be responsible for the development of such rules for the use of buildings, grounds, and equipment as shall ensure their being kept in a neat, secure, and sanitary condition.

**10A5B21** The President shall be responsible for the learning climate and have the right to administer suitable and proper corrective measures for student misconduct. This may include suspension from classes, disciplinary probation, revocation of Associated Student Body privileges, or other suitable means.

**10A5B22** Advertisements, circulars, or publications other than approved College related circulars and bulletins to be announced or distributed on College premises shall have prior approval of the College President.

**10A5B23** The President shall be advised of interviews with students other than those by parents or legal guardians, interviews for employment, interviews with armed forces representatives, representatives from four-year colleges, or officers representing the law.

**10A5B24** The President shall see that all student body and District monies are received and disbursed in accordance with regulations.

**10A5B25** The President shall delegate, subject to the approval of the Chancellor, any of the powers and duties entrusted to him/her, but in every instance he/she shall continue to be responsible to the Chancellor for the execution of the powers and duties delegated.

**10A5C** Management Staff

**10A5C1** Responsibilities and job descriptions of all management positions as designated by the Board of Trustees are to be maintained on a current basis with the District Chancellor.

**10A6** Responsibilities of Confidential Employees

**10A6A** Confidential employees, as designated by the Board of Trustees, are employees who are required to develop or present management positions with respect to employer-employee relation or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. *(Revised February 3, 2005)*

**10A6B** Responsibilities and job descriptions of confidential employees are to be maintained on a current basis with the Chancellor or designee.

## 10B Confidential and Management Employment Policies

### 10B1 General Policies

**10B1A** Confidential and management employees are appointed by the Board of Trustees in accordance with provisions of the Education Code. See **Appendix 10B1A** of this Manual for listing of the confidential and management positions and corresponding salary ranges. (Revised February 3, 2005)

**10B1B** Announcements of management and confidential position openings shall be posted at the Colleges, centers, and the District Office of the Kern Community College District.

**10B1C** Assignment of management staff shall be upon the recommendation of the College President. The recommendation for reorganization and assignment of management staff will be forwarded to the Chancellor for approval and action by the Board of Trustees. *(Revised June 10, 1999)*

**10B1D** Assignment of District Office management staff shall be recommended by the Chancellor for action by the Board of Trustees. *(Revised June 10, 1999)*

**10B1E** The probationary period for confidential and classified management employees is one (1) year from the date of initial Board of Trustees appointment. *(Added December 11, 2008)*

### 10B2 Selection of Confidential Employees *(Revised February 3, 2005)*

**10B2A** The screening procedures for confidential employees shall be approved by the College President for College positions and the Chancellor for District Office positions.

**10B2B** The selection of College confidential employees shall be upon the recommendation of the College President. The recommendation will be forwarded to the Chancellor for approval and action by the Board of Trustees.

**10B2C** The selection of District confidential employees shall be approved by the Chancellor and the Board of Trustees.

### 10B3 Selection of Management Employees *(Revised February 3, 2005)*

**10B3A** The selection procedure for classified management employees shall be approved by the College President for College positions and the Chancellor for District Office positions.

**10B3B** The selection of College classified management shall be upon the recommendation of the College President. The recommendation will be forwarded to the Chancellor for approval and action by the Board of Trustees.

**10B3C** The selection of District classified management shall be recommended by the Chancellor for action by the Board of Trustees.

**10B3D** The faculty will be involved in the selection process of candidates for educational administrator positions for which applications are solicited. (See **Policies 10B1C and 10B1D**)

**10B3E** A joint committee representing all member Colleges shall be involved in the selection of candidates for District educational administrator positions. A joint College committee shall be involved in the selection of candidates for College educational administrator positions.

**10B3F** Joint committees shall function at all levels in the selection process which includes recommending qualifications and job descriptions, advertising the position, screening and reviewing applications, interviewing candidates, and recommending candidates to the College President or Chancellor.

**10B3G** A candidate for a position under consideration shall not serve on the joint committee for that position.

**10B3H** Joint Screening Committee for District Educational Administrator Positions *(Revised February 3, 2005)*

**10B3H1** The joint screening committee shall include three (3) managers appointed by the Chancellor or the Board of Trustees.

**10B3H2** The screening committee shall include a total of three (3) faculty members, to be appointed by the respective College Academic Senates at each of the District Colleges as follows: one (1) from Bakersfield; one (1) from Porterville; one (1) from Cerro Coso].

**10B3H3** The screening committee shall include at least one (1) District Office classified or confidential staff member appointed by the Chancellor.

**10B3H4** The screening committee may include a total of three (3) community members to be appointed by the respective College President, one (1) from each District College.

**10B3H5** At the discretion of the Chancellor, the screening committee may include the student member(s) of the Board of Trustees.

**10B3H6** As appropriate, the Chancellor shall chair the screening committee. At the discretion of the Board of Trustees this function may be assigned to another manager.

**10B3H7** The screening committee shall recommend candidates to the Chancellor. The Chancellor shall recommend to the Board of Trustees for appointment one (1) or more of the candidate(s)

**10B3I** Joint Screening Committee for College Educational Administrator Positions *(Revised June 10, 1999)*

**10B3I1** The joint screening committee shall include the College President or designee, faculty, and management. A representative of the classified staff and a student representative may be involved in the screening process at the discretion of the College President.

**10B3I2** The College President or designee shall chair the joint committee. In addition to the chairperson, there shall be an equal number of faculty and management.

**10B3I3** The College President shall recommend to the Chancellor for Board appointment one (1) or more of the candidates recommended by the joint committee. The joint committee shall recommend at least two (2) candidates to the President.

**10B3I4** Faculty representatives shall be appointed by the academic senate.

**10B3I5** Management representatives will be appointed by the College President.

**10B3I6** For the position of College President the committee chair shall be the Chancellor or designee. The Chancellor shall recommend for Board appointment one (1) or more of the candidates recommended by the joint committee. The joint committee shall recommend at least two (2) candidates to the Chancellor.

**10B4** Administrator Retreat Rights to Faculty Status for Administrators Hired on or After July 1, 1990 *(Revised February 3, 2005)*

**10B4A** An educational administrator whose first (1st) day of paid service in the District as a faculty member or an administrator is on or after July 1, 1990, shall have the right to become a first-year (1st-year) probationary faculty member once his or her administrative assignment expires or is terminated, if all of the following apply (Education Code 87458):

**10B4A1** The educational administrator has completed at least two (2) years of satisfactory service, including any time previously served as a faculty member, in the District.

**10B4A2** The termination of the educational administrative assignment is for any reason other than dismissal for cause.

**10B4A3** The educational administrator shall meet the minimum qualifications in the discipline(s) in which he/she shall be assigned.

**10B4A4** The reassignment has the approval of the College President, the Chancellor, and the Board of Trustees.

**10B4A5** Placement on the salary schedule will be determined in accordance with **Articles 10.C and 10.D** of the faculty contract.

**10B4B** *Educational administrator* means an administrator who is employed in an academic position designated by the governing board of the District as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or students services program of the College or District Office. Educational administrators include, but are not limited to, Chancellor, Presidents, and other supervisory or management employees designated by the Board as educational administrators.

**10B4C** In designating College or District Office positions as *educational administrators*, the Chancellor or designee shall confer with the appropriate Academic Senate President(s) prior to action by the Board of Trustees.

**10B4D** The educational administrator shall express in writing to the Chancellor or designee his or her request to be assigned to a faculty position, including the College to which he or she wishes to be assigned.

**10B4E** The Chancellor shall confer with the College President, who shall confer with the appropriate administrator, department/faculty chair, if applicable, and other appropriate faculty.

**10B4F** The appropriate faculty shall interview the educational administrator in accordance with District and, if any, College procedures for hiring contract faculty, and make its informal recommendation to the College President.

**10B5** Administrator Retreat Rights to Faculty Status for Administrators Hired Prior to July 1, 1990 *(Revised February 3, 2005)*

**10B5A** Administrators who were assigned seniority numbers prior to July 1, 1990, shall retain those numbers.

**10B5B** Educational administrators who did not meet minimum qualifications as of July 1, 1990, and who are not on the seniority list shall be placed on the seniority list as of the date they meet minimum qualifications, or equivalency, in a faculty discipline.

**10B5C** An administrator requesting reassignment shall express his/her intent in writing to the College President. The College President shall determine the need for such assignment and if the educational administrator meets the minimum qualifications in the discipline(s) in which he/she shall be assigned.

**10B5D** In the case of reassignment of an administrator initiated by the College President or District Chancellor, such assignment will be determined by existing Board policy after consultation with the administrator.

**10B5E** The College President shall make recommendations to the District Chancellor regarding assignment.

**10B5F** The District Chancellor shall make recommendations regarding reassignment to the Board of Trustees.

**10B5G** Placement on the salary schedule will be determined in accordance with **Articles 10.C and 10.D** of the faculty contract.

## 10C Confidential and Management Compensation *(Revised December 7, 2006)*

**10C1** The Board of Trustees approves the Confidential and Management Salary Grade Structure. See **Appendix 10C1** of this Manual for the Confidential and Management Salary Grade Structure.

**10C2** The salary grade and step placement of confidential and management employees shall be recommended by the Chancellor for approval by the Board of Trustees. See **Procedure 10C2** of this Manual for Salary Administration Procedures for Confidential/Management Employees.

**10C3** The step increase increment date is July 1 each year for confidential and management employees. A new employee must be employed eighty (80) working days prior to July 1 in order to receive the step advancement.

**10C4** Upon the recommendation of the Chancellor, the Board of Trustees may grant two-year (2-year) employment contracts to Associate Chancellors and College Presidents.

**10C5** Compensatory Time *(Revised August 3, 2006)*

**10C5A** Management employees are exempt from overtime pay and compensatory time.

**10C5B** Confidential employees are non-exempt employees and are eligible for compensatory time at the rate of time and one-half (1½) of the regular rate and a maximum of forty (40) hours may be accumulated. Compensatory time is to be taken as soon as possible after earned and when convenient to both the employee and the District. *(Effective January 1, 2006)*

**10C5B1** Payment for compensatory time in excess of forty (40) hours will be calculated based on the employee's regular hourly rate.

**10C6** Teaching Assignments for Management Employees
*(Approved November 10, 2011)*

Adjunct assignments may be occasionally granted to Management Employees who demonstrate an organizational ability to add a teaching assignment to their full-time Management Employee obligation without interference with their satisfactory performance of their assignment.

Assignments shall be made in a manner consistent with the scheduling practices of the department/division.

The Office of Human Resources shall be responsible for monitoring the following:

a. The Chancellor or designee shall review all Management Employees' teaching assignments in advance of the assignment commencing.

b. All Management Employees performing Adjunct instruction shall start their assignment no earlier than 6:00 p.m. Monday through Friday. Instruction provided on Saturdays or Sundays does not have restrictions unless there is a pre-scheduled event requiring the Management Employees' attendance.

c. No online instruction, office hours, or ancillary office duties shall be performed during the Confidential and Management Employees' regular work day.

d. All Management Employees who are compensated at a Dean salary grade level or above may teach in addition to their regular work assignment. This Adjunct assignment shall be without pay.

e. All Management Employees compensated below a Dean salary grade level may be eligible to provide Adjunct faculty instruction, with or without pay.

**10C7** Outside Activities
*(Approved November 10, 2011)*

A Management Employee's outside activities shall not interfere in any way with the performance of the management employee's duties.

**10C8** After five (5) years of service to the District, a confidential or management employee who submits to the Chancellor or College President a letter of resignation for purposes of retirement, at least six (6) months prior to the retirement date, shall be compensated $2,000 (two thousand dollars) following Board of Trustees approval.

**10C9** After thirty (30) years of accrued/accumulated service to the District, confidential and management employees will receive compensation of two thousand, five hundred dollars ($2,500).

## 10D Confidential and Management Professional Development

*(Revised August 5, 1999)*

**10D1** At the discretion of the Chancellor, confidential and management employees below Salary Grade 12 may participate in training programs directly related to their positions. The District may pay for expenses incurred by the employee.

**10D2** Confidential and management employees are eligible to enroll in a professional development program.

**10D3** Confidential and management employees may file a professional development plan with the respective College President at Bakersfield, Cerro Coso or Porterville, or with the Chancellor at the District Office. See **Procedure 10D3** of this Manual for the Classified Confidential/Management Employees Professional Development Program form.

**10D3A** Employees may enroll in the program after one (1) year of continuous service with the District.

**10D3B** Employees must plan their programs of study related to potential work assignment in consultation with their respective supervisor. The planned program of study shall be beyond the employee's current level of education. Declaration of Intent forms shall be submitted to the respective College President or Chancellor for approval at least thirty (30) days before the training or course commences.

**10D3C** Upon completion of the requirements of the Professional Development Program, the employee shall be compensated with a one thousand, two hundred dollars ($*1,200*) one-time payment for fifteen (15) semester units of work.

**10D3D** During the years of employment an employee may earn a maximum of four (4) one thousand, two hundred dollars ($1,200) professional development awards.

**10D3E** To be eligible for compensation, the employee must complete fifteen (15) semester units of collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.

**10D3F** Payments will not be awarded for any activity for which release time from duties has been granted or for inservice training conducted during working hours.

**10D3G** The following specific conditions will apply:

**10D3G1** Auditing of courses, credit for work experience, internships, or credit by examination shall not be permitted under this program.

**10D3G2** A grade of "C" or better must be attained in graded courses taken for professional development.

**10D3G3** Compensation for professional development shall be made within thirty (30) days following completion of eligibility requirements and submission of appropriate paper-work.

**10D3G4** Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.

**10D3G5** Professional development payment will be identified on and become a permanent part of the employee's record.

**10D4** The District will waive all fees for employees for courses taken at any of the District's three (3) Colleges.

## 10E Confidential and Management Evaluation *(Revised December 11, 2008)*

**10E1** Evaluation of Confidential and Management Employees has as its primary purpose recognition of successes and commitment to improvement of job performance as it relates to the mission of the District. The evaluation process is designed to give constructive feedback to the employee about their job performance expectations and outcomes, defining both areas of strength and needed improvement. This process is viewed as continuous and shall include, to the extent possible and where appropriate, input by faculty, classified, staff, and peers.

The evaluation report shall form the basis for recommendations for development, which will include the following: (a) a written evaluation from the immediate supervisor, (b) summary of the evaluation survey responses, and (c) a written self assessment, which shall include accomplishments for the current year and goals for the next evaluation period.

The evaluation process will utilize the results of surveys and any other components as mutually agreed upon by the employee and his/her supervisor.

**10E2** A written evaluation report shall be completed annually the first two (2) years of employment and every two (2) years thereafter for each

confidential and management employee. See **Procedure 10E2(a-c)** of this Manual for the Confidential and Management Evaluation Guidelines, Report of Confidential and Management Evaluation form, and the Confidential and Management Evaluation Survey instrument and **Appendix 10E2** of this Manual for the suggested timeline for the evaluation process.

**10E3** The supervisor shall provide the employee with a copy of the evaluation report and thereafter meet with the employee for discussion.

**10E4** The employee's evaluation shall be compiled and written by the immediate supervisor(s) and requires the approval of the Chancellor and/or College President.

**10E5** An annual evaluation for a new employee is to be completed for the first two (2) years and submitted to the Chancellor. Thereafter the evaluation will be completed every two (2) years and submitted to the Chancellor by March 1 of the evaluation year.

**10E6** Faculty input shall be included in the evaluation of confidential and management employees whose assignment involves regular interaction with faculty. Faculty selected to participate in the process shall be those who regularly interact with the employee being evaluated.

**10E7** Definition of Performance

**10E7A** **Satisfactory**--The performance is identified as "satisfactory" if performance standards and expectations are met or exceeded during the evaluation period.

**10E7B** **Needs Improvement**--If the immediate supervisor identifies the evaluatee's performance as "needs improvement" goals for improvement and an appropriate timeline shall be established for demonstrated improvement to occur. This timeline for improvement is not to exceed one (1) year. At the end of the designated timeline, a follow-up evaluation shall occur.

**10E7C** **Unsatisfactory**--If the immediate supervisor determines that the employee's job performance is unsatisfactory, the Chancellor or College President will recommend termination. (See **Policy 10E9, Rights for Reconsideration**.)

**10E8** The Chancellor and/or College President may initiate an employee evaluation at any time. The scope and process for this unscheduled evaluation shall be determined by the Chancellor.

**10E9** Rights for Reconsideration

**10E9A** Within ten (10) working days following the evaluation conference between the immediate supervisor and evaluatee, a confidential or management employee may respond to any material in the evaluation report. The response must be in writing, submitted to and reviewed by the evaluating supervisor, attached to the evaluation report, and filed in the employee's official personnel file.

**10E9B** If a confidential or management employee believes that he/she has been evaluated unfairly and is unsatisfied with the response/action of the immediate supervisor to their written response, the employee shall have ten (10) additional working days to respond in writing to the Chancellor or College President.

## 10F Absences and Leaves

### 10F1 General Absences Policies *(Revised February 3, 2005)*

**10F1A** Records of all employee absences are to be maintained by the District Payroll Office. (See **Procedure 10F1A** of this Manual for the Confidential/Management Absence Report form.)

**10F1B** Absence without loss of pay shall be granted to employees (1) to serve jury duty, (2) to appear as a witness in court other than as a litigant and (3) to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

**10F1C** Compensation received by an employee as a member of a jury or witness shall be retained by the employee. Absences for jury duty are to be reported and noted as such.

**10F1D** Employees shall file a signed statement for each absence from duty.

### 10F2 Leave of Absence *(Revised February 3, 2005)*

#### 10F2A Illness, Injury, or Quarantine (Sick Leave)

**10F2A1** Sick leave shall be granted when an employee is kept from the performance of duties by sickness, injury, or quarantine.

**10F2A2** Sick leave with full pay is allowed full-time employees on the basis of one (1) day of sick leave for each calendar month worked starting from the first (1st) date of service. A person

employed less then full-time shall be entitled to a pro-rata share of the sick leave. A person absent from duty as a result of an industrial accident or illness shall be paid that portion of salary which when added to temporary disability indemnity will result in payment of not more than full salary.

**10F2A3** Employees shall be entitled to use sick leave accrued annually to attend to the illness of a child, parent, spouse, or domestic partner according to law.

**10F2A3** Unused sick leave shall be accumulated.

**10F2A4** Catastrophic Leave *(Revised November 16, 2004)*

**10F2A4A** Any full-time confidential or management staff member may donate a portion of his/her sick leave days to any eligible employee who has exhausted his/her accumulated sick leave days. Determination of eligibility to receive catastrophic sick leave donations will be the same as eligibility for the one hundred (100) working days of differential pay (Education Code 87786). (See **Procedure 10F2A4A** of this Manual for the Confidential and Management Catastrophic Illness Donation Request form.)

**10F2A4B** Any transfer of sick leave days must be in writing. This transfer of sick leave days will be added to the sick eligible employee's leave after he/she has exhausted all accumulated sick leave and the one-hundred (100) working days differential leave allowed by Education Code 87786. (See **Procedure 10F2A4B** of this Manual for the Confidential/Management Consent to Donate Sick Leave for Catastrophic Illness form.)

**10F2A4C** A confidential or management staff member may receive up to forty (40) days of donated sick leave per

illness/injury.

**10F2A4D** Confidential or management staff who are contributing to another eligible employee's catastrophic leave must maintain a personal sick leave balance of not less than forty (40) days after contributing.

**10F2A5** The District may require that any absence as a result of illness, injury or quarantine which exceeds three (3) days duration be verified by a written statement by a licensed physician indicating the reason for and length of disability.

**10F2A6** After accumulated sick leave, industrial accident and illness leave, vacation, and other available leave to which the employee may be entitled has been exhausted, the employee is entitled to additional leave benefits when absent from duties because of illness or accident, whether the absence arises out of or in the course of employment of the employee. These benefits allow for one-half (½) pay for the work days he/she is absent beyond the sick leave period to a maximum of one hundred (100) working days. However, vacation and sick leave may not be accrued during this period. [See **Procedure 10F2A5** of this Manual for process on counting the one hundred (100) days at differential pay.] However, vacation and sick leave may not be accrued during this period.

**10F2B** Personal Necessity Leave *(Revised February 3, 2005)*

**10F2B1** Earned sick leave to a maximum of seven (7) days each fiscal year may be used by the employee in cases of personal necessity.

**10F2B2** To arrange for proper coverage of the assignment, when possible, it is expected that the employee shall secure prior approval from his/her immediate supervisor for use of personal necessity leave as defined in **Policies 10F2B2A** and **10F2B2B**.

**10F2B2A** Appearance in any court or before any administrative tribunal as a litigant or party that does not involve payment to the employee for services.

**10F2B2B** Personal business of a compelling nature that cannot be conducted outside of normal work assignment hours and does not involve payment to the employee for services.

If prior approval is not obtained, pursuant to **Policy 10F2B2A**, the employee, upon return to work or within three (3) days, shall report the nature of the absence. If the absence does not meet the provisions of **Policies 10F2B2A or 10F2B2B**, the employee may have a deduction in pay.

**10F2B3** The employee shall not be required to have advanced permission for personal necessity leave for the following reasons:

**10F2B3A** Death or serious illness of a member of the immediate family when additional leave is required beyond that provided by law. Immediate family shall be construed to have the same meaning as identified under bereavement in **Policy 10F2C** in this Board Policy Manual.

**10F2B3B** Accident involving the person or property of the employee or the person or property of a member of the immediate family.

**10F2C** Bereavement Leave *(Revised February 3, 2005)*

**10F2C1** Each employee may be granted five (5) days with pay for bereavement, funeral arrangements and/or funeral attendance in the event of the death of a member of the employee's immediate family. Members of the immediate family include mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandparents of employee or spouse, son-in-law or daughter-in-law of employee, or any relative living within the immediate household of the employee.

**10F2C2** Time off without pay may be granted for attendance at the funeral of a distant relative or close friend. An employee may choose to use personal necessity leave, vacation, or compensatory time for attendance at the funeral of a distant relative or close friend.

**10F2D** Emergency Leave

**10F2D1** The emergency leave is a privilege granted by the Board of Trustees and its use is limited to severe illness. Employees must expect to provide adequate proof of necessity for *emergency leave*. This leave may be used after personal necessity leave and, if applicable, bereavement leave, has been exhausted.

**10F2D2** For absence as a result of severe illness or death in the employee's family, no deduction in pay will be made up to a maximum of six (6) days per fiscal year. Additional time for reasons of travel may be allowed upon the recommendation of the Chancellor or College President.

**10F2E** Job Related Accident or Illness *(Revised February 3, 2005)*

**10F2E1** Job related accident or illness (industrial accident and industrial illness) is defined as any injury or illness arising out of and in the course of employment.

**10F2E2** A maximum of sixty (60) working days of leave is available for the same accident or illness.

**10F2E3** The industrial accident or illness leave shall not be accumulated from year to year.

**10F2E4** Industrial accident or illness leave shall commence on the first (1st) day of absence.

**10F2E5** When an industrial accident or illness absence occurs, the employee shall be paid a salary which when added to the Worker's Compensation benefit amount will yield full salary.

**10F2E6** During a paid industrial accident or illness leave of absence, the employee shall endorse to the District all Workers' Compensation benefit checks received for industrial accident or illness. The District, in turn, shall issue the employee's

appropriate salary warrants and shall deduct normal retirement and other authorized contributions.

**10F2E7** When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused industrial accident or illness leave due for the same illness or injury.

**10F2E8** Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits of such other leave as may be provided by law or regulations.

**10F2E9** Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.

**10F2E10** Industrial accident or illness leave shall not be considered to be a break in service of the employee.

**10F2E11** The District shall provide employees with a physician pre-designation form during orientation.

**10F2F** Pregnancy Disability Leave *(Revised February 3, 2005)*

**10F2F1** Each female employee shall be entitled to a maximum of four (4) months Pregnancy Disability Leave (PDL) for the period of time she is disabled as a result of pregnancy, childbirth, or a related medical condition. This leave is available only to employees who are on current working status. The employee shall be entitled to use her accumulated sick leave and disability benefits allowable under appropriate sections of this Board policy on the same basis provided for any other illness, injury, or disability.

**10F2F2** The period of disability, including the date upon which the leave shall begin, shall be determined by the employee and her physician.

**10F2F3** A written statement from the employee's physician as to the beginning date of such disability shall be filed with the Chancellor and, if applicable, through the College President. This

date shall be based on the employee's ability to render service in her current position.

**10F2F4** The date of the employee's return to service shall be based on her physician's analysis and written statement of the employee's physical ability to render service and that she is no longer required to remain off duty as a result of her physical disability.

**10F2F5** Eligible employees may also be entitled to an additional unpaid leave up to twelve (12) workweeks under the California Family Rights Act (CFRA) [not to exceed seven (7) months combined PDL and CFRA] to care for her newborn.

**10F2F6** Upon return from leave, the employee shall be reinstated to the same position held at the time the leave was granted or to a similar position with the District.

**10F2G** Child Rearing Leave *(Revised February 3, 2005)*

**10F2G1** At the request of the employee, an unpaid child rearing leave shall be granted to a maximum of twelve (12) months upon approval of the College President, the Chancellor and the Board of Trustees.

**10F2G2** If mutually agreed by the employee and the College President, with approval of the Chancellor, an additional twelve (12) months for an overall total of twenty-four (24) months may be granted by the Board of Trustees.

**10F2G3** Upon return from a child rearing leave, the employee shall be reinstated to the same position held at the time the leave was granted to a similar position within the District.

**10F2H** Child Adoption Leave

**10F2H1** The child adoption leave shall be granted to the employees and shall be without pay. The College President or Chancellor shall be notified of such request in sufficient time to make proper substitute arrangements if needed.

**10F2H2** The child adoption leave may begin on the date the employee takes custody of the child or any time within one (1) week prior.

**10F2H3** The leave shall terminate sixty (60) days after the employee has taken custody of the child. The employee may request an extension to the sixty-day (60-day) limit in cases of unusual circumstances as verified in writing by a social worker, pediatrician, or other appropriate professional.

**10F2I** Family Care Leave *(Revised February 3, 2005)*

**10F2I1** All employees who have completed one (1) year of continuous service for the District shall be entitled to a maximum of six (6) months of unpaid family care leave in a twenty-four-(24)-month period as provided by law. Family Care Leave is available for the following reasons:

- Care of the child of the employee following the birth of that child.
- The placement of a child with the employee for adoption or foster/adoption program.
- Serious illness of the child of the employee.
- Care for a parent or spouse who has a serious health condition.
- A serious health condition that makes the employee unable to perform the functions of his/her position.

**10F2I2** The total time provided in Family Care Leave shall run concurrently with the leave provided in Emergency Leave, Disability Pregnancy Leave, Child Rearing Leave and Child Adoption Leave.

**10F2I3** If the need for Family Care Leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for the leave.

**10F2I4** If the need is foreseeable due to planned medical treatment, the employee shall make a reasonable

effort to schedule the treatment to avoid disruption of work schedule.

**10F2I5** The following time constraints shall apply to Family Care Leave.

**10F2I5A** Except for special circumstances approved by the Board of Trustees, the leave must be taken in a consecutive time block rather than intermittent.

**10F2I6** The Family Care Leave does not constitute a break in service for seniority or longevity.

**10F2I7** During the time of leave, the District will continue to provide health and welfare benefits at the same contribution rate as an active employee. *(Revised August 5, 1999)*

**10F2I8** The District is entitled to recover the cost of health and welfare benefits if the employee does not return from leave.

**10F2I9** Sick leave and vacation shall be earned during any period of Family Care Leave when in a paid status.

**10F2J** Military Leave *(Revised February 3, 2005)*

**10F2J1** Military leaves shall be granted to employees in accordance with the applicable state and federal law. Additional leave beyond the specified legal minimum may be granted upon approval of the Governing Board for such employees in cases where it would be to the advantage of both the District and the employee to grant such a leave.

**10F2J2** Training periods for military reserve units should be scheduled during time school is not in session. If a training period cannot be so scheduled, permission must be obtained from the Board of Trustees after a letter from the military commander has been presented stating alternative training periods are not available.

**10F2K** Short-Term Leave

**10F2K1** Employees may be authorized to attend conferences and participate in state and national

professional organizations related to their subject matter fields when there is clearly an opportunity for professional growth and/or benefit to the College instructional program.

**10F2K2** Permission to attend such functions or conferences may be granted on written request submitted to the Chancellor well in advance of the event. The Chancellor may refer the matter to the Board of Trustees for a decision.

**10F2K3** If the Chancellor approves the request, the use of a school car for transportation to conferences and/or reimbursement for other pertinent expenses may be granted.

**10F2K4** If an employee is authorized to attend a conference or related meeting, no salary deduction will be made.

**10F2K5** If an employee is requested to attend a conference by the Chancellor, President, or Board of Trustees, all pertinent expenses will be paid.

**10F2L** Long-Term Leave Without Pay *(Revised February 3, 2005)*

**10F2L1** Each applicant for long-term professional leave of absence without pay must have served in a full-time capacity within the District not less than four (4) consecutive years immediately preceding the beginning of the leave period. Any subsequent leaves following the first (1st) leave shall require four (4) additional years of service.

**10F2L2** Exceptions to the four-year (4-year) requirement may be made for a leave involving a specific educational program which is clearly an opportunity for professional development and a benefit to the District. Such an educational program shall be developed cooperatively by the employee, the employee's supervisor, and the Chancellor.

**10F2L3** Applications for leave must be filed with the Chancellor at least sixty (60) days prior to the beginning of the leave period. The maximum length of the leave is one (1) year provided the employee on leave gives sixty (60) days notification of return and provided a satisfactory substitute is available. The leave shall be approved by the Chancellor and the Board of Trustees.

**10F2L4** Leave of absence may be granted for advanced collegiate training, travel, business or personal reasons, and rest and recuperation. A second consecutive year may be granted for good and sufficient cause for persons on leave for rest and recuperation.

**10F2M** Educational Leave *(Revised February 3, 2005)*

**10F2M1** Confidential/Management employees may apply for an educational leave for a maximum of two (2) months at full compensation, six (6) months at ninety percent (90%) compensation and if the leave exceeds six (6) months compensation will be sixty percent (60%).

**10F2M2** An educational leave may be granted to engage in collegiate study or academic research that improves the competence of the staff member in his/her professional assignment or in an area recommended by the Chancellor or the College President and Board of Trustees. (College leaves must also be approved by the Chancellor.) Courses to be taken or academic research to be pursued shall be filed with the leave request. Study shall approximate full-time. Transcripts of record for courses or a summary of the research completed shall be filed as part of the management leave report.

**10F2M3** Significant departures from original educational leave proposals must be filed in advance in writing with and approved by the Chancellor.

**10F2M4** Immediately preceding the beginning of the leave period, each educational leave applicant must have served in a full-time capacity with the District not less than four (4) consecutive years for one to six (1-6) months of leave and not less than seven (7) consecutive years of service for seven to twelve (7-12) months of leave. Subsequent leaves following the first (1st) leave shall be based on four (4) or seven (7) additional years of service of full-time confidential/management duty.

**10F2M5** A basic consideration in approving an educational leave will be the reassignment of the confidential/management employee's duties at minimal cost to the District.

**10F2M6** Educational leaves shall be limited to no more than one (1) confidential or management employee from each campus and one (1) from the District Office at any given time. Exceptions to this may be made with the recommendation of the Chancellor or College President and, if applicable, approval of the Chancellor.

**10F2M7** Failure to complete an approved educational leave proposal will result in an appropriate reduction in educational leave compensation.

**10F2M8** The total compensation that an employee on educational leave receives from both the District and from non-district leave related employment during the period of the leave shall not exceed the amount of the salary he/she would receive if he/she had continued on active duty in the District. This regulation does not include research or study grants or fellowships from nationally recognized foundations, approved by the Board of Trustees.

**10F2M9** The arrangement for payment of compensation to an employee on leave is subject to governing board decision. It may be paid in the same manner as if the employee was working in the District provided, (a) the employee furnishes a suitable bond guaranteeing he/she will return to the District to render a period of service which is equal to twice the period of the leave, or (b) the employee agrees in writing to return to the service of the District and to render a period of service which is equal to twice the period of the leave following return from leave.

**10F2M10** Each applicant who has been granted leave shall file the appropriate written report with the Chancellor within ninety (90) days upon returning to active duty. The report shall include an appraisal of the professional value of the activities and the manner in which the knowledge and experience may be applied for the benefit of the College, and/or District.

**10F2M11** The governing board of the District shall be free from any liability for the payment of any compensation damages in case of death or injury of the employee while on leave.

## 10G Special Benefits

### 10G1 Health and Welfare Benefits

**10G1A** The District's contribution for the health and welfare benefits shall be determined annually by the Board of Trustees.

**10G1A1** Those employees initially employed for twenty (20) or more hours per regular workweek or who are promoted to an assignment of twenty (20) or more hours per regular workweek after August 18, 1991, shall be entitled to a prorated benefit contribution from the District. The proration shall be based upon the employee's weekly number of work hours as they relate to forty (40) hours. Each employee who chooses to participate in the District health and welfare Insurance programs shall authorize the District to make the required

premium deductions from his/her monthly payroll warrant. Each employee shall make his/her election to participate during the first (1st) month of his/her employment. There will be no in-lieu benefits or compensation provided to any employee.

**10G1B** The Benefits Follow for Employees and Eligible Dependents *(Revised February 3, 2005)*

**10G1B1** A Blue Cross health plan administered by the Self-Insured Schools of California (SISC) which includes a Prudent Buyer Option 1C (as modified) Hospital and Professional Group Plan of California, as described in SISC III, Health Benefits, Plans and Premiums.

**10G1B2** A Delta Dental Incentive Plan or Delta DPO, administered by SISC or Pacific Union Dental Plan.

**10G1B3** For the employee only, the District will provide a twelve thousand dollar ($12,000) term life insurance plan with an employee option of adding up to fifty thousand dollars ($50,000) of additional coverage at his/her expense.

**10G1B4** An employee eligible for the health and welfare plan is enrolled in a District long-term disability plan after serving the District for three (3) years.

**10G1B5** Blue Cross, Behavioral Health plan administered by SISC, which covers mental, nervous and substance abuse and includes an employee assistance program.

**10G1B6** A Vision Service Plan B administered by SISC.

**10G1C** The following plans are available to the employee at his/her expense.

**10G1C1** American Family Life Assurance Company (AFLAC) Internal Revenue Code (IRC) Section 125 Flex Benefit Plan.

**10G1C2** Additional long-term disability insurance for employees whose annual salary exceeds thirty-six thousand dollars ($36,000).

**10G1D** Tax-Deferred Annuity Plan

**10G1D1** Employees may participate in a tax-deferred annuity program.

**10G1E** No *in-lieu* payments or contributions to programs other than those, which the District provides, shall be made by the District for any employee who elects not to subscribe to the benefits provided by this Policy.

**10G1F** Employees on District-approved unpaid leaves of absence shall have the option to continue District health and welfare coverage(s) for the period of the leaves upon reimbursement to the District for as long as the practice is allowed by the health and welfare benefit provider(s). Failure to make timely payment for (2) two successive months shall cause the right to continuous coverage to cease.

**10G1G** Eligible employees shall have their health and welfare benefits commence on the first (1st) day of the month following the first day of employment.

**10G1H** Employees who terminate prior to the close of the College year shall be covered by the District's insurance programs to the end of the month in which the termination takes place.

**10G2** Health and Dental Plans for Retirees

**10G2A** Employees Who Retired Under PERS or STRS Between January 3, 1974 and June 30, 1983

**10G2A1** Benefits to Age Sixty-five (65)

**10G2A1A** The District will provide health and dental plans for the employee and eligible dependent(s) under the following condition:

- The employee must have worked for the District for five (5) years immediately preceding retirement.

**10G2A1B** A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**10G2A2** Benefits at Age Sixty-five (65) and Beyond

**10G2A2A** The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

**10G2A2B** A surviving eligible dependent(s) may continue the health plan at his/her expense.

**10G2B** Employees Who Retired Under PERS or STRS Between July 1, 1983 and June 30, 1988

**10G2B1** Benefits to Age Sixty-five (65)

**10G2B1A** The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District five (5) years immediately preceding retirement.

- The District's monthly contribution for the health and dental plans shall not exceed the contribution made for a current employee.

**10G2B1B** A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**10G2B2** Benefits at Age Sixty-five (65) and Beyond
(Revised February 3, 2005)

**10G2B2A** The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

The employee must have worked for the District ten (10) years immediately preceding retirement.

- The District's monthly contribution for the health plans shall not exceed the contribution made for a current employee.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

**10G2B2B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**10G2C** Employees of the District Who Were Eligible to Retire as of June 30, 1988 But Will Retire at a Later Date (Revised February 3, 2005)

**10G2C1** Eligible to retire means the employee could have received a retirement benefit through PERS or STRS as of June 30, 1988, but chose not to retire.

**10G2C2** Benefits to Age Sixty-five (65) (Revised February 3, 2005)

**10G2C2A** The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District five (5) years immediately preceding retirement.

- The District's monthly contribution for the health and dental plans shall not exceed the contribution made for a current employee.

**10G2C2B** A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**10G2C3** Benefits at Age Sixty-five (65) and Beyond (Revised February 3, 2005)

**10G2C3A** The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.

- The District's monthly contribution for the health plans shall not exceed the contribution made for a current employee.

- Employees who retire after July 1, 1998 must be eligible for Medicare Part A or purchase Medicare Part A as a condition of continuing with the District health plan.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medi-care Part A shall apply for and accept Medicare Part A.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

- Medicare must provide primary coverage.

**10G2C1B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**10G2D** Employees of the District as of June 30, 1988 Who Are Not Eligible to Retire on June 30, 1988 *(Revised February 3, 2005)*

**10G2D1** Benefits to Age Sixty-five (65)

**10G2D1A** The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.

- The District's monthly contribution for the health and dental plans shall not exceed the contribution made for a current employee.

**10G2D1B** A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**10G2D2** Benefits at Age Sixty-five (65) and Beyond
*(Revised February 3, 2005)*

**10G2D2A** The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District fifteen (15) years immediately preceding retirement.

- The District monthly contribution for the health plan shall not exceed that for an active employee.

- Employees who retire after July 1, 1998 must be eligible for Medicare Part A or purchase Medicare Part A as a condition of continuing with the District health plan.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

- Medicare must provide primary coverage.

**10G2D2B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**10G2E** Retiree Benefits for Employees of the District Hired on or After July 1, 1988 *(Revised February 3, 2005)*

**10G2E1** Benefits to Age Sixty-five (65)

**10G2E1A** The District will provide health and dental plans for the employee and spouse under the following conditions:

The employee must have worked for the District fifteen (15) years immediately preceding retirement.

- The District's monthly contribution shall not exceed the amount paid by the District on the employee's behalf during the employee's last full fiscal year of service.

  Retirees who wish to maintain coverage shall pay on a monthly basis the difference between the amount of the District's contribution and the actual costs of the benefits. Failure to pay the retiree's contribution for two (2) consecutive months shall result in termination of coverage.

**10G2E1B** A surviving spouse of a retiree may continue the health and dental plans at his/her expense.

**10G2E2** Benefits at Age Sixty-five (65) and Beyond

**10G2E2A** An employee may continue the health plan at his/her expense under the following conditions:

- At age sixty-five (65), all retirees (and their spouses, if dependent coverage is taken) who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.

- At age sixty-five (65), all retirees (and their spouses, if dependent coverage is taken) must apply for and purchase Medicare Part B.

- Medicare must provide primary coverage.

**10G2F** Eligibility for benefits following retirement and unpaid leave of absence immediately preceding retirement specified in **Policies 10G2C2A, 10G2C3A, 10G2D1A, and 10G2E1A** shall be administered as follows:

**10G2F1** The years listed under these sections must be paid status, but not necessarily continuous paid status.

**10G2F2** If the unpaid leave which is applied for and approved is for the period immediately preceding retirement, the amount of leave allowed shall be limited to years of paid service with the District in the following fashion:

- 5-9 years: six (6) months
- 10-14 years: one (1) year
- 15-19 years: one (1) year and six (6) months
- 20 or more years: two (2) years

**10G2F3** Paid leave counts as regular paid service.

**10G2G** Health Coverage at the Employee's (or Spouse's) Expense *(Revised February 3, 2005)*

**10G2G1** The ability to continue and/or acquire any coverage under this section is conditioned upon the health and welfare benefit provider's allowance of the practice, current provisions of state and federal laws and Medicare policies.

**10G2G2** When an employee, spouse or other eligible dependent is required to contribute to the health and/or dental plans, failure to make payments for two (2) consecutive months shall result in termination of coverage.

**10G2H** The health and dental plans shall be the same as that for active employees.

**10G2I** Classified employees retiring under STRS will have the same benefits as if they retired under PERS.

**10G2J** Certificated employees retiring under PERS will have the same benefits as if they retired under STRS.

**10G3** Vacation and Holidays *(Revised February 3, 2005)*

**10G3A** Confidential and management employees adhere to the classified employees holiday schedules that is adopted by the Board of Trustees each year.

**10G3B** Management and confidential will earn two (2) days vacation per month.

**10G3B1** A maximum of forty-eight (48) days may be accumulated.

**10G3B2** Vacation must be scheduled at a time convenient to the employee and to the operation of the College or District.

**10G3B3** Management or confidential employees whose employment is terminated before earned vacation is taken in the current or preceding fiscal year will be granted terminal leave pay *in-lieu* thereof providing the employee has completed six (6) months of employment.

**10G3B4** If an administrator or confidential employee terminates and has been granted vacation not earned, the full amount of salary paid for unearned vacation shall be deducted from the terminal payment.

## 10H Safety *(Added February 3, 2005)*

**10H1** This District shall provide confidential/management employees with safe working conditions. In order to provide confidential/management employees with safe working conditions, the District will publish and give to each confidential/management employee an Injury and Illness Prevention Program document. The District will comply with applicable health, safety, and sanitation requirements of local, state, and federal governments where the District is aware of violations of any such requirements and when it is possible to do so.

**10H2** In the case of a determination of an unsafe condition/practice the District shall correct such unsafe condition/practice immediately or within thirty (30) days, if feasible.

**10H3** When an unsafe condition/practice exists presenting a clear and substantial hazard to the confidential/management employee's health, the District will provide an alternative work site.

**10H4** Confidential/management employees will comply with the responsibilities listed in the District Injury and Illness Prevention Program.

## 10I Wellness Program *(Added February 3, 2005)*

**10I1** Approval may be given for confidential/management employees to participate in the Shape-Up/Wellness Program (including gymnasium, weight room, aquatic center, and walking).

**10I2** The program allows for a maximum of one-half-hour (1/2-hour) for four (4) days per week release time to be given to confidential employees. The supervisor must approve the schedule. The District will waive the enrollment fee and the assessment fee, if applicable. In addition, this authorization waives the course repetition limits for employees enrolled in the program.

# Procedure

**Procedure 10C2**

# Salary Administration Procedures
# Confidential/Management Personnel

## I. Purpose

The purpose for these salary administration procedures is to provide a consistent approach to frequently repeated employment transactions including hiring, promotions, salary increases, and demotions.

## II. Assignment to a Salary Grade

A. Each confidential and management position is described in writing by means of a completed position description. The position description helps show how the job is interrelated to other positions and how it fits into the overall District organization. It assists in determining key accountabilities, decision authority, and freedom to act. The job description is useful in recruiting and hiring new employees. It also is used for job evaluation, along with organizational charts and budgetary data, as the basis for establishing the salary grade for the position.

B. The Kern Community College District Confidential/Management Study Committee will meet on an as-needed basis as requested by the Chancellor/designee or at least once per fiscal year to review the integrity of the entire list of positions. Each job shall be compared to definitions for know-how, problem-solving, and accountability on a consistent basis to rank the position and to assign it to a salary grade.

C. A new position not currently assigned to a salary grade, or a position with a significant role change caused by reorganization, shall be temporarily factored by the Chancellor/designee and at least two (2) representatives from the Kern Community College District Confidential/Management Study Committee. A temporary salary grade will be assigned until the Confidential/Management Study Committee meets to review the analysis and finalize the position salary grade appointment.

## III. Movement Within a Salary Grade

A. Salary Range Definitions:

(1) **Minimum**: The lowest salary paid to a position within the grade (Step 1).

(2) **Job Rate**: The target competitive rate for a full performance individual (Step 5). *(Note: The Job Rate is applicable only to positions in Salary Grades 1 through 10.)*

(3) **Maximum**: The highest salary, paid to a position within the grade (Step 7).

## IV. Hiring Salary

A. A new employee shall be hired at the minimum of the salary grade, unless for competitive reasons this is deemed by the Chancellor or designee to be inappropriate.

B. Over minimum salary grade hiring shall be based upon the applicant's relevant experience and a review of the current salaries of incumbents who are performing the same job.

C. Over minimum salary grade hiring in Salary Grades 1 through 10 shall not exceed the Job Rate (Step 5).

D. All salary offers must be preapproved by the Chancellor/designee.

## V. Salary Upon Transfer

A. A **transfer** is a move within the District to a position at the same salary grade as the employee's existing position.

B. When a transfer occurs, there shall be no salary adjustment at the time of transfer, except for regular step increases.

## VI. Salary Upon Placement in a Lower Salary Grade

A. When an employee voluntarily elects to take a position in a lower salary grade (such as applying for a posted or advertised position), his/her salary will be reduced. The new salary will be at the same step in the lower grade as in the previous position.

VI. (Continued)

B. When District action (such as reassignment of job duties, position re-evaluation, or reorganization) is the reason for the placement in a lower salary grade, the employee's salary may be reduced at the discretion of the Chancellor. If the current salary is not reduced and exceeds the maximum for the new salary grade, the employee's salary will not be adjusted until the maximum salary of the new grade exceeds the current salary. (Y-rated)

## VII. Salary Upon Placement in a Higher Salary Grade

A. Step placement in a higher salary grade is dependent upon the circumstances of the promotion.

B. When an employee is assigned to a position in a higher salary grade through an *open, competitive application* process, the employee shall be placed at the nearest step in the higher salary grade which provides at least a five percent (5%) increase, not to exceed Step 7.

C. When an employee's position is assigned to a higher salary grade because of *accretion of duties*, the employee shall be placed at the same step in the higher salary grade.

D. When an employee is assigned to a position in a higher salary grade as a result of a *reorganization*, the employee shall be placed at the nearest step in the higher salary grade which provides at least a five percent (5%) increase, not to exceed Step 7.

E. All promotional increases require the approval of the Chancellor or designee.

## VIII. Temporary Assignments

A. When a confidential/management employee is given a temporary assignment classified at a higher level for *one year* [*or more* if it is determined to be a "business necessity" as defined in Title 5, Section 53001(c)], the employee will be placed at the higher salary grade and nearest step assignment which provides at least a five percent (5%) increase, not to exceed Step 7.

B. When a confidential/management position is temporarily filled from outside, the method of salary compensation will be on the basis of a salary grade and step assignment.

## IX. Position Titles

A. The major consideration in determining an appropriate job title for a confidential or management staff member is to communicate, both within and outside the organization, the staff member's major job responsibilities.

B. Job titles do **not** determine salary grades; responsibilities do.

C. Educational administrative positions may have any of the following titles:

- Chancellor
- President
- Associate Chancellor
- Vice President
- Chief Officer
- Dean
- Associate Dean
- Executive Director
- Director

D. Classified administrative positions may have any of the following titles:

- Associate Chancellor
- Chief Financial Officer
- Vice President
- Executive Director
- Director
- Associate Director
- Assistant Director
- Controller
- Internal Auditor
- Manager

E. Confidential positions may have any of the following titles:

- Assistant Director
- Administrative Assistant
- Assistant
- Secretary
- Technician

## X. Reporting Relationships

A. Any District Office position may report directly to the Chancellor.

C. Any College position may report directly to the President.

Approved by the Chancellor's Cabinet, June 20, 1996
Revised September 17, 2002
Approved by Chancellor's Executive Council, May 18, 2003
Revised October 19, 2004
Revised June 20, 2006

**Procedure 10D3**

❑ Program 1
❑ Program 2
❑ Program 3
❑ Program 4

Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301-4099

❑ Bakersfield College
❑ Cerro Coso College
❑ Porterville College
❑ Learning Services Center

## Confidential/Management
# Professional Development Program

Name | Date of Employment

Title

### Declaration of Intent

*I hereby apply for recognition to enter a program for Professional Development credit. I desire to further my knowledge and skills related to my present position.*

*My program will commence* _____, 20____.

## Proposed Professional Development Program

| Course/Seminar/Workshop/Title | Location/Institution | Units | Grade |
|---|---|---|---|
| | | | |

❑ ORIGINAL PLAN ❑ REVISED PLAN ❑ PROGRAM COMPLETION

Employee's Signature | Date | Supervisor's Signature | Date

College President's/Chancellor's/Designee's Signature | Date

*Please submit copies of all transcripts and/or documentation of units completed. Units acquired prior to the filing of this declaration of intent will not be eligible for consideration.*

**APPROVED FOR PAYMENT**

Chancellor/Designee's Signature | Date

1,000
AC,ES
6/01

Approved by the Chancellor's Executive Council—September 17, 2002

**Procedure 10E2(a)**

# Confidential and Management Employees Evaluation Guidelines

It is the responsibility of the immediate supervisor to initiate the evaluation process by notifying the confidential/management employee by September 1 that he/she is scheduled for evaluation that year. A new employee should be informed upon employment that he/she will be evaluated annually for the first two (2) years and every two (2) years thereafter. (See **Policy 10E1** of this Manual for components of the evaluation report and **Appendix 10E2** of this Manual for the suggested timeline for the evaluation process.)

## Evaluation Process

*1)* The immediate supervisor will evaluate the confidential/management employee based on the following components:

- Performance of responsibilities as defined in the job description
- Success in completing objectives
- Work behaviors (e.g., supervisory skills, time management, communication skills, decision-making, problem-solving, etc.)
- Miscellaneous (e.g., special assignments, professional development, budget management, participation in community activities, etc.)

*2)* If the immediate supervisor evaluates a confidential/management employee's performance as "needs improvement or unsatisfactory," the employee may respond in writing, within ten (10) working days. (See **Policy 10E9 of this Manual for rights for reconsideration.)**

In cases of needs improvement, the immediate supervisor will counsel the confidential/management employee by developing a written plan for performance improvement goals and establish a timeline for occurrence of improvement. A copy of the plan shall be provided to the employee and attached to the evaluation report. Improvement will allow for retention of the employee in the position.

## Evaluation Survey

The confidential/management employee and immediate supervisor will agree to subjects for the customized section of the evaluation survey instrument, distribution list, and return summary process. (See **Procedure 10E2(b)** of this Manual for the evaluation survey instrument and **Appendix 10E2** of this Manual for the evaluation suggested timeline.)

1) The confidential/management employee's distribution list should include a representative sample of those who regularly interact with the evaluatee. (See **Policy 10E6** of this Manual regarding faculty input.)

2) The evaluation survey results will be used for planning professional improvement and clarifying expectations, not as a factor to determine the performance rating of the employee by the immediate supervisor. The results must be summarized and provided to the immediate supervisor to be included as an attachment to the evaluation report. The evaluation survey responses should be destroyed after information is summarized.

Approved by Chancellor's Executive Council
October 19, 2004

**Procedure 10E2(b)**

❑ Bakersfield College
❑ Cerro Coso College
❑ Porterville College
❑ District Office

Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301-4099

❑ Confidential
❑ Classified Administrator
❑ Educational Administrator

# Report of Confidential/Management Staff Evaluation

| Employee's Name | Date |
|---|---|
| Job Title | |

| **Section I. Evaluation Components** (please attached): | **Section II. Performance** (see back for definitions) |
|---|---|
| ❑ Survey Responses Summary<br>❑ Self Assessment, including Accomplishments and Goals<br>❑ Job Description<br>❑ Other _____ | ❑ Satisfactory<br>❑ Needs Improvement<br>❑ Unsatisfactory |

**Section III. Written Evaluation**

***Employee**: I certify that this report has been discussed with me and that I am aware it will be placed in my official personnel file. I understand my signature does not necessarily indicate agreement. I also understand that I have ten (10) working days to respond in writing to any material in this report and that my response will be attached to this report. (See **Policy 10E9**, Rights for Reconsideration.)*

| Employee's Signature | Date |
|---|---|
| Supervising Administrator's Signature | Date |
| College President's/Designee's Signature | Date |
| Chancellor's/Designee's Signature | Date |

**Comments (Chancellor or College President)**

NCR--1000; DOC/HR; 12/05

Copies to: Official Personnel File (DO/HR Department); College Human Resources Office; Employee

## Performance Definitions

**Satisfactory**—The performance is identified as "satisfactory" if performance standards and expectations are met or exceeded during the evaluation period.

**Needs Improvement**—If the immediate supervisor identifies the evaluatee's performance as "needs improvement" goals for improvement and an appropriate timeline shall be established for demonstrated improvement to occur. This timeline for improvement is not to exceed one (1) year. At the end of the designated timeline, a follow-up evaluation shall occur.

**Unsatisfactory**—If the immediate supervisor determines that the employee's job performance is unsatisfactory, the Chancellor or College President will recommend termination. (See **Policy 10E9, Rights for Reconsideration**.)

**Procedure 10E2(c)**

❑ Bakersfield College
❑ Cerro Coso College
❑ Porterville College
❑ District Office

Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301-4099

❑ Confidential
❑ Classified Administrator
❑ Educational Administrator

# Confidential/Management Employee Evaluation Survey

*Rate each criteria as follows: 5=Always; 4=Usually; 3=Sometimes; 2=Seldom; 1=Never; 0=N/A*

| Employee's Name | Date |
|---|---|
| Position Title | |

## Section I

| Planning | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Develops plans, goals, and objectives for area of responsibility; adjusts plans as necessary to meeting changing needs. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Promotes innovation and/or change for improvement. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

| Organization | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Arranges and structures activities to increase effective use of personnel, materials, and equipment of department to accomplish objectives. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Prioritizes and delegrates work appropriately; develops effective timelines and meets deadlines. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

| Decision-Making | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Researches and analyzes issues thoroughly; solicits input from others key to issue. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Exercises good judgement; formulates sound recommendations and conclusions. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

| Budget Management | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Practices effective budget management. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

| Problem-Solving | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Deals with problems in an effective manner; considers the impact on other individuals and departments. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Utilizes a collaborative approach to problem-solving; demonstrates the ability to facilitate conflict resolution. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

Confidential/Management Evaluation Survey--Page two

**Section I (continued)**

| **Communication Skills** | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Listens and is open to others' views and constructive criticism; is accessible and approachable; responds in a timely manner to inquiries. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Utliizes verbal and written skills which are accurate, direct, concise, and clear. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Conducts meetings in a effective manner. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

| **Supervisory Skills** | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Communicates expectations to staff; gives feedback on progress and accomplishments; completes performance evaluations on a timely basis. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Supportive of staff; demonstrates the ability to positively motivate and provide an opportunity for training and staff development. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

| **Interpersonal Skills** | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Maintains cooperative working relationships; fosters team-building skills; sensitive to others' needs; displays/earns mutual trust and respect of others; keeps professional confidences. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Positively represents the District/College to others. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

| **Personal Qualities** | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Maintains high standards which support quality work, creativity, motivation, initiative, punctuality, and good attendance. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Addresses own professional development needs; participates in related professional associations. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Demonstates qualities of integrity, honesty, and ethical practices. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

| **Knowledge/Skills** | 5 | 4 | 3 | 2 | 1 | 0 |
|---|---|---|---|---|---|---|
| Demonstrates the knowledge and skills necessary to effectively manage the areas of responsibilities. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |
| Provides effective leadership. | ❑ | ❑ | ❑ | ❑ | ❑ | ❑ |

**Areas of Strength**

Confidential/Management Evaluation Survey--Page three

**Section I (continued)**

**Areas Where Improvement is Needed**

**Other Comments**

## Section II

(Optional). Additions to the survey as agreed upon between the confidential or management staff member and immediate supervisor.

***This is a confidential survey. The identity of the evaluator will not be disclosed to the evaluatee.***

| Evaluator's Signature | Date |
|---|---|
| | |

DO/HR; 12/05 Distribution: Summary--Official Personnel File; College Human Resources Office; Employee

**Procedure 10F1A**

KCCD
KERN COMMUNITY COLLEGE DISTRICT

2100 Chester Avenue
Bakersfield, CA 93301-4099
(661) 336-5100

☐ Bakersfield College
☐ Cerro Coso Community College
☐ District Office
☐ Porterville College

# Classified and Confidential and Management Employee Absence Report

**I HEREBY CERTIFY THE FOLLOWING ABSENCE(S)**
(Employee must immediately complete this form upon return to duty.)

| Identification Number | Employee's Name *(Please Print)* | |
|---|---|---|
| Employee's Signature | Date | Department/Office |

**CODE**

(V) Vacation
(J) Jury Duty or Witness
(S) Sick Leave
(P) Personal Necessity Leave* _____
(FN) Family Necessity**
(WC) Workers' Compensation
(B) Bereavement (State Relationship) _____
(U) Unpaid
(F) Floating Holiday***
(C) Compensatory (Accrued) Time
(O) Other (Identify) _____

| Date(s) | Code | Hours |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| Supervisor's Signature | Date | College President's/Designee's Signature | Date |
|---|---|---|---|
| | | | |

* *Classified employee not wishing to state reason may have personal necessity cleared by discussing situation with Campus President/District Administrator or designee.*

*** *Floating Holiday for Classified Employees Only*

** Is this family necessity leave for one of the following?
Child, Parent, or Spouse
☐ YES ☐ NO

11/2009 (2)
DO/HR

Original to: KCCD Human Resource/Payroll Office

Copies to: College Human Resources and Employee

**Procedure 10F2A4A**

Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301-4099

- ❑ Bakersfield College
- ❑ Cerro Coso College
- ❑ District Office
- ❑ Porterville College

# Confidential/Management
# Catastrophic Illness Donation Request
## (Board Policy 10F2A4)

## Step One

| Employee's Name (person making the request) | Date |
|---|---|
| | |

*I hereby declare that I am a permanent confidential or management employee and request donations of sick leave to assist me through this catastrophic period. Attached is a note from my licensed physician verifying my need to be off work as a result of injury or illness.*

*I understand that all available leaves will be utilized prior to the use of donated leave and the use of catastrophic donations does not qualify me for additional disability benefits. Donated hours will be calculated at the rate of the donor's salary. Donated hours not used will be restored to the donor(s).*

| *Signature of Requesting Employee* | *Date* |
|---|---|
| | |

## Step Two

| ❑ Approved<br>❑ Denied | **Explanation, if denied:** |
|---|---|

| Signature of Associate Chancellor, Human Resources | Date |
|---|---|
| | |

**Catastrophic Application Instructions**

The employee requesting catastrophic leave donations must:

1. Complete this form
2. Attach the licensed physician's verification
3. Submit form to District Human Resources

**Procedure 10F2A4B**

Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301-4099

- ❑ Bakersfield College
- ❑ Cerro Coso College
- ❑ District Office
- ❑ Porterville College

# Confidential/Management
# Consent to Donate Sick Leave for Catastrophic Illness
## (Board Policy 10F2A4)

## Step One

| Employee's Name (person making the request) | Date |
|---|---|
| | |

*I hereby declare that I am a permanent confidential or management employee and authorize the donation of _____hours of my sick leave [maximum three hundred twenty (320) hours or forty (40) days] to _____ (employee's name). I understand this sick leave deduction cannot reduce my accrued sick leave balance to less than three hundred twenty (320) hours or forty (40) days. Donated hours not used will be restored to the donor(s).*

*Exception: An employee pending resignation/termination may donate up to six (6) days of accrued, unused sick leave.*

| Signature of Donating Employee | Date |
|---|---|
| | |

## Step Two—District Office Verification

**Sick Leave Balance as of date of request: _____ (hours)**

**After this deduction, the employee's sick leave balance equals or exceeds the three hundred twenty (320) hours or forty (40) days. ❑ Yes ❑ No**

| District Human Resources' Verification Signature | Date |
|---|---|
| | |

## Step Three

| | |
|---|---|
| ❑ Approved<br>❑ Denied | **Explanation, if denied:** |

| Signature of Associate Chancellor, Human Resources | Date |
|---|---|
| | |

2/2006

**Procedure 10F2A5**

Kern Community College District
Human Resources Operational Guideline

# Counting One Hundred (100) Working Days at Differential Pay

**Rules**:

1. Only working days, not calendar days, count towards the one hundred (100) working days.

2. Each day, no matter how many hours are worked, equals one (1) day.

3. Holidays do not count toward the one hundred (100) working days.

4. Vacation and Sick Leave do not accrue during the one hundred (100) working days.

5. Employees receive the same health benefits during the one hundred (100) working days.

6. This one hundred (100) working days is intended for long-term illness or injury. Any absence must be verified by a written statement from a licensed physician/practitioner.

7. The employee must have a current physician/practitioner's written statement on file at all times, and a written release to return to work.

8. When the one hundred (100) working days differential pay crosses fiscal years (July 1), the employee receives his/her annual allocation of sick leave days to use effective July 1. Subsequently, a new one hundred (100) days of differential pay commences.

9. Full-benefited employees are eligible for the District's long-term disability insurance after being disabled for ninety (90) days. When on the one hundred (100) working days at one-half (1/2) pay, the insurance will pay the difference between one-half (1/2) pay and two-thirds (2/3) of pay up to a maximum of two thousand dollars $2,000.00 per month. Once the one hundred (100) days is exhausted, the insurance will pay at maximum plan amount.

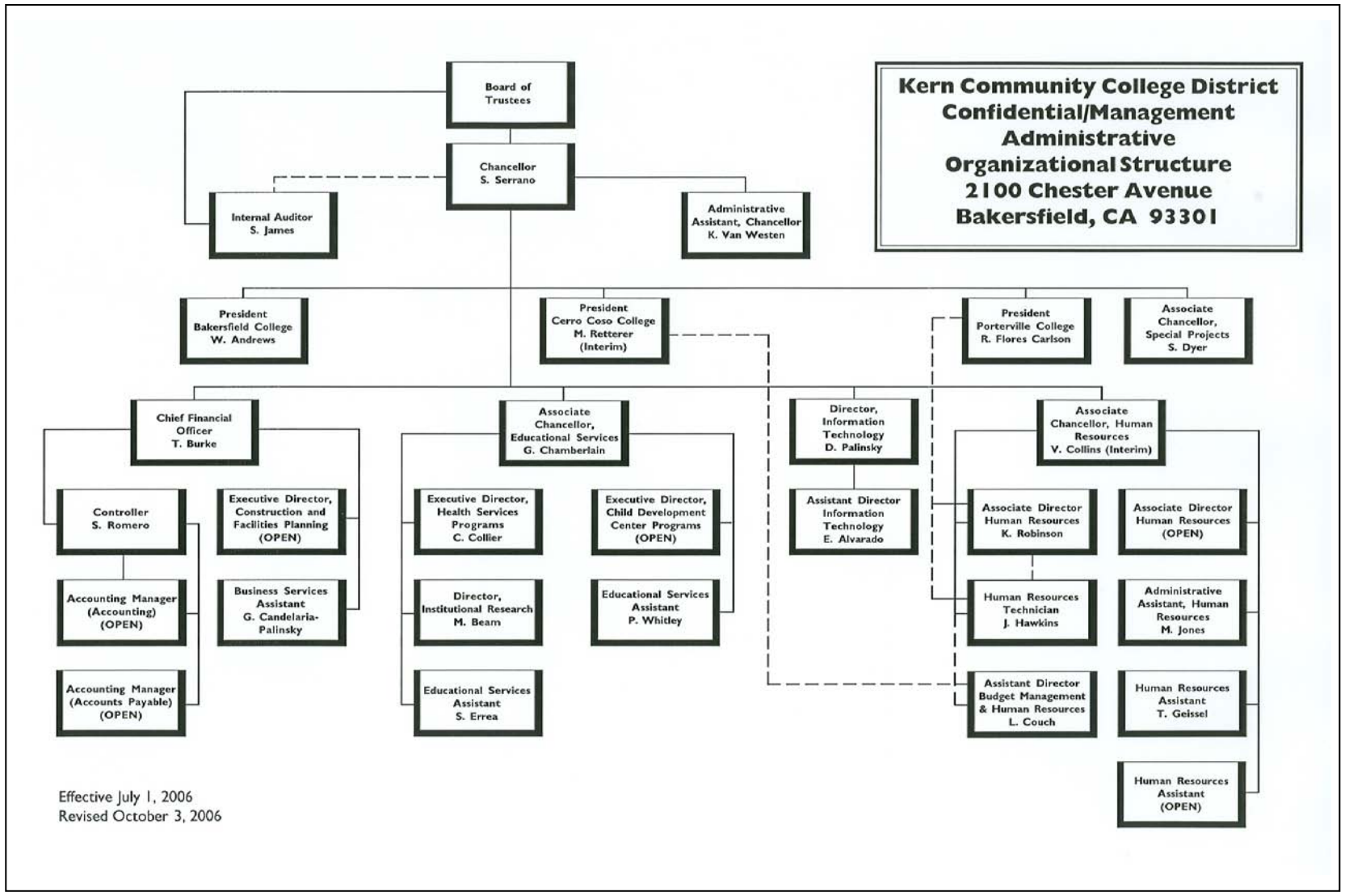
10. When one hundred (100) working days are exhausted, the employee is placed on a Thirty-Nine-Month (39-month) Rehire List.

11. When the doctor determines the employee is no longer sick/injured/disabled (non-work related), he/she is no longer eligible for the one hundred (100) working days at one-half (1/2) pay.

Approved by Chancellor's Executive Council
September 17, 2002

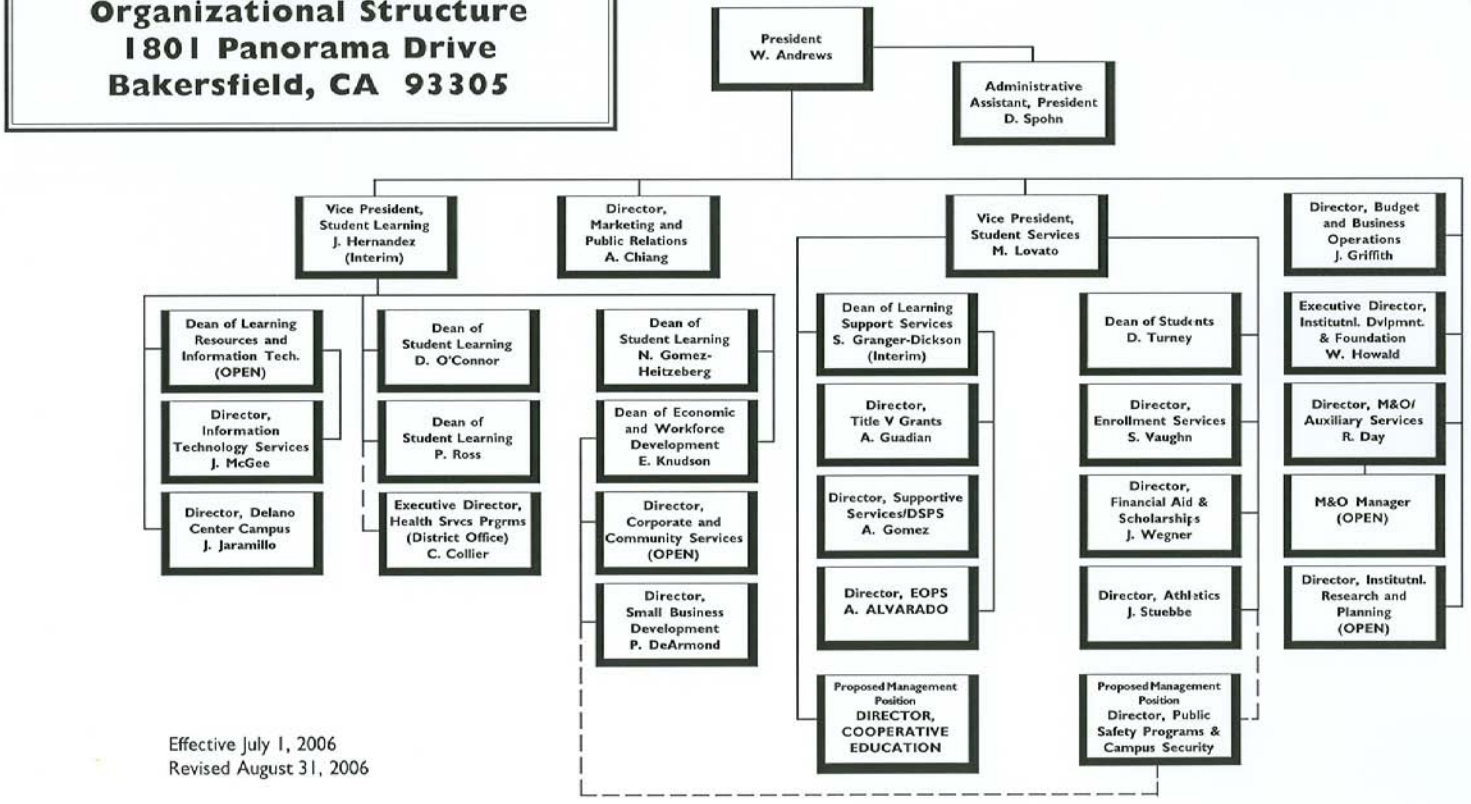
Approved by Chancellor's Executive Council
October 19, 2004

# Appendix



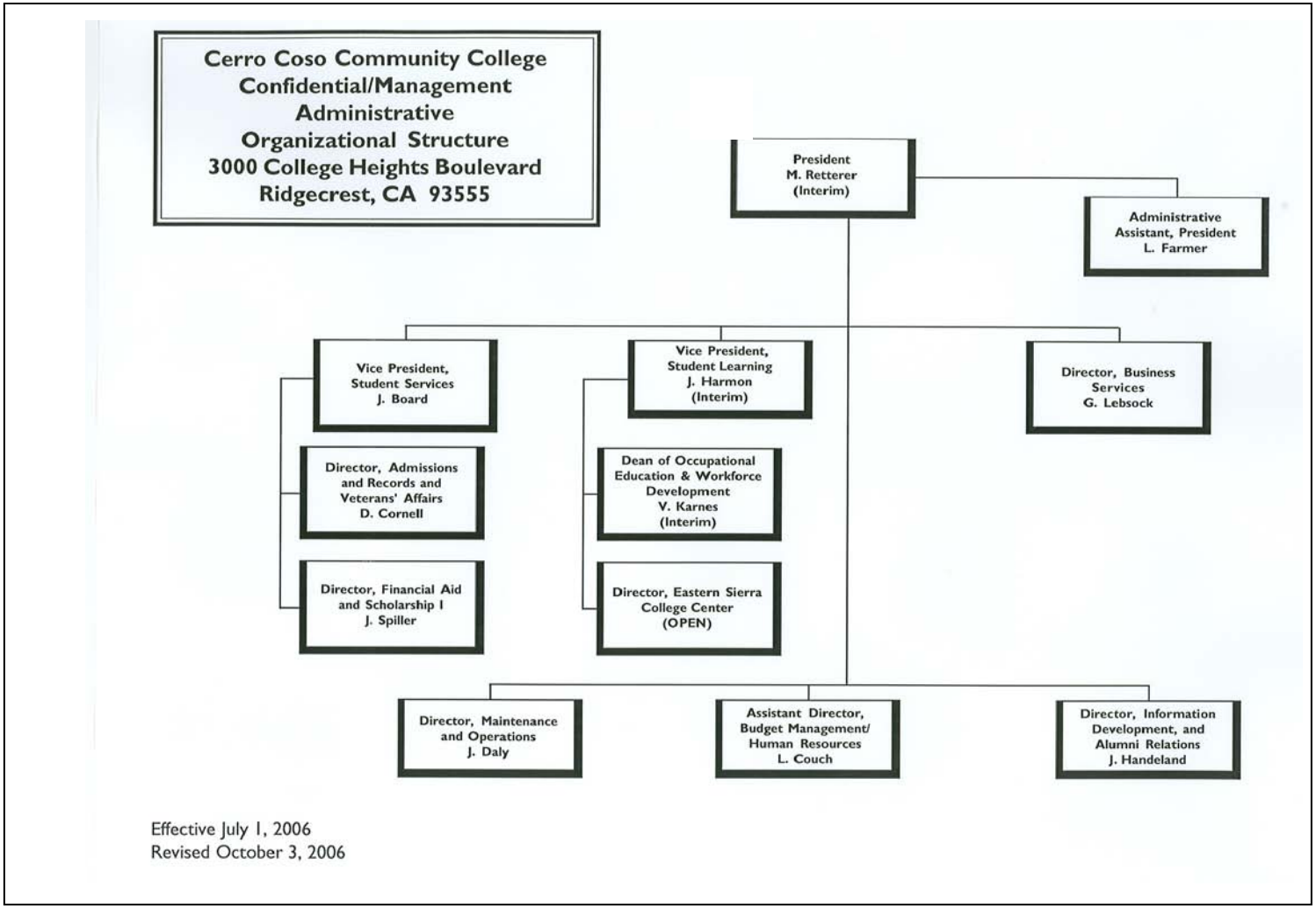

Appendix 10A1(a)

# Bakersfield College
# Confidential/Management
# Administrative
# Organizational Structure
# 1801 Panorama Drive
# Bakersfield, CA 93305



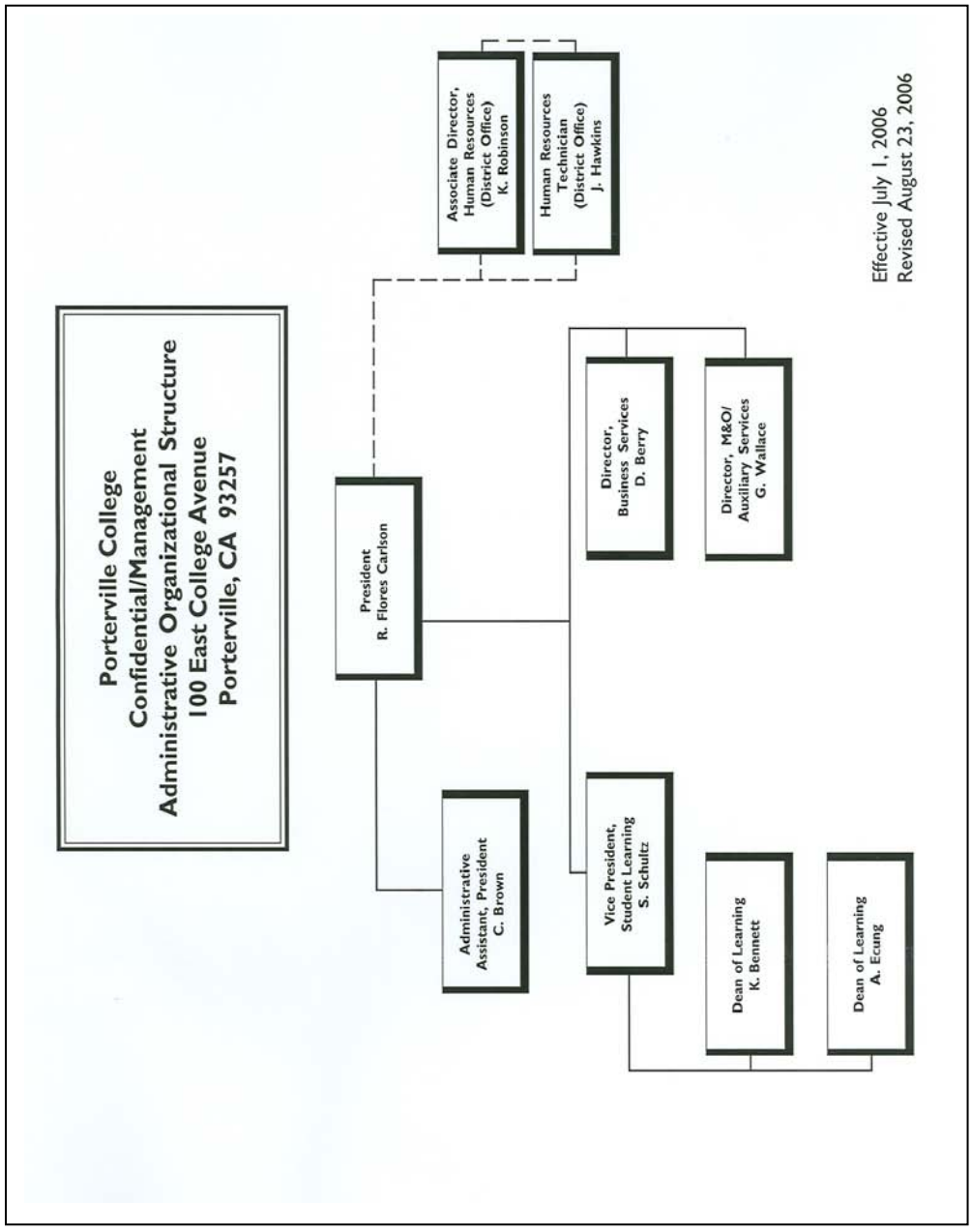

Effective July 1, 2006
Revised August 31, 2006

Appendix 10A1(b)




Appendix 10A1(c)

**Appendix 10A1(d)**



Appendix 10B1A

**Kern Community College District**

# Confidential and Management Employees Positions

## 2008-09

| District Office | | Grade |
|---|---|---|
| Chancellor* | Ms. Sandra Serrano | N/A |
| Chief Financial Officer** | Mr. Thomas Burke | M |
| Vice Chancellor, Educational Services* (Interim) | Dr. Doris P. Givens | M |
| Vice Chancellor, Human Resources** | Mr. Abe Ali | M |
| Vice Chancellor, Operations Management** | Mr. Sean James | M |
| Associate Chancellor, Child Development Center Programs/ Bakersfield College Dean of Instruction* | Mrs. Nan Gomez-Heitzeberg | K |
| Associate Chancellor, Economic and Workforce Development* | Mr. John Means | K |
| Associate Chancellor, Health Services Programs/ Bakersfield College Director Nursing* | Ms. Cindy Collier | K |
| Director, Information Technology** | Mr. David Palinsky | K |
| Director, Accounting Services** | Ms. Deborah Rapp | J |
| Director, Human Resources (A)** | Ms. Bettina Miller | J |
| Director, Human Resources (B)** | Mr. Thomas Alvarez | J |
| Director, Institutional Research ** | Mr. Marc Beam | J |
| Assistant Director, Information Technology** | Mr. Eddie Alvarado | I |
| Director, Construction** | Mr. Gary W. Reed | I |
| Director, Communications and Government Relations** | Open | I |
| Employment, Training, and Development Manager | Open | I |
| Risk and Benefits Manager | Open | I |
| College Human Resources Manager (Cerro Coso College site) | Mr. Clint Dougherty | H |
| College Human Resources Manager (Bakersfield College site) | Ms. Marissa Gonzales | H |
| College Human Resources Manager (Porterville College site) | Ms. Angelia Roberson | H |
| Director, Grants/Resource Development** | Mrs. Bonita Steele | H |
| Director, Small Business Development** | Mr. Robert Hawkes (Interim) | H |
| Accounting Manager (Cerro Coso College site) | Ms. Lisa Couch | G |
| Accounting Manager (Porterville College site) | Ms. Sonia Huckabay | G |
| Accounting Manager (Bakersfield College site) | Open | G |
| Accounting Manager (Accounting and Accounts Payable) | Mr. Stephen Kegley | G |
| Accounting Manager (Accounting and Accounts Payable) | Ms. Christine Morales | G |
| Construction Project Manager | Mr. Joseph DeRosa | G |
| Construction Project Manager | Open | G |

| District Office (continued) | | Grade |
|---|---|---|
| Human Resources Information Systems Analyst | Open | G |
| Director, Workplace Learning Resource Center** (contingent on funding) | Mr. David Teasdale (Interim) | G |
| Payroll Manager | Ms. Kay Stitt | G |
| Video Operations Manager | Ms. Kristin Rabe | G |
| Executive Assistant, Chancellor's Office | Ms. Kellie Van Westen | F |
| Building Facility Manager | Mr. Jim Coggins | F |
| Help Desk Services Supervisor | Open | F |
| Human Resources Specialist (Faculty/Confidential and Management)*** | Mrs. Dena Rhoades | E |
| Human Resources Specialist (Classified)*** | Mrs. Maria Farkus | E |
| Administrative Secretary, Chancellor's Office*** | Mrs. Karen Sallee | D |
| Administrative Assistant, Human Resources*** | Mrs. Anne VanDerHorst | C |
| Business Services Assistant*** | Mrs. Gloria Candelaria-Palinsky | C |
| Educational Services Assistant*** | Mrs. Sally Errea | C |
| **Bakersfield College** | | **Grade** |
| President* | Dr. Greg Chamberlain | N/A |
| Vice President, Academic Affairs* | Mr. Edward Knudson | L |
| Vice President, Student Services* | Dr. Mildred Lovato | L |
| Dean of Career and Technical Education* | Dr. Hamid Eydgahi | J |
| Dean of Instruction (Athletics)* | Mr. Jan Stuebbe | J |
| Dean of Instruction (English)* | Ms. Patricia Ross | J |
| Dean of Instruction (Math)* | Dr. J. Dan O'Connor | J |
| Dean of Learning Resources and Information Technology* | Dr. Bonnie Suderman | J |
| Dean of Learning Support Services* | Dr. Sharon Adams | J |
| Dean of Students* | Ms. Angela Guadian-Mendez (Interim) | J |
| Director, Institutional Research & Planning** | Dr. Ann Morgan | J |
| Executive Director, Administrative Services** | Mr. LaMont Schiers | J |
| Director, Delano Center Campus* | Mr. Richard McCrow | I |
| Director, Enrollment Services** | Mrs. Suzanne Vaughn | I |
| Director, Financial Aid and Scholarships II** | Ms. Joan Wegner | I |
| Director, Foundation and Institutional Development** | Mr. Michael Stepanovich | I |
| Director, Nursing* | Open | I |
| Director, Public Safety Training/Campus Security** | Open | I |
| Director, Title V Grants* | Open | I |
| Child Development Center Program Manager | Ms. Sharon Summerford | H |
| Dir., Extended Opportunity Programs & Services (EOP&S)* | Ms. Primavera Arvizu | H |
| Director, Information Technology Services** | Mr. James McGee | H (N/A) |

| Bakersfield College (continued) | | Grade |
|---|---|---|
| Director, Supportive Services/DSPS* | Ms. Angelica Gomez | H |
| Bookstore Manager | Ms. Jennifer Caughron | G |
| Maintenance and Operations Manager | Mr. Keith Keevil | G |
| Assistant Director, Extended Programs & Services (EOP&S)** | | |
| (contingent on funding) | Ms. Vanessa Hernandez | G |
| Child Development Center Site Supervisor | Ms. Lenora Daniels | F |
| Child Development Center Site Supervisor | Ms. Lavonna Roberts | F |
| Child Development Center Site Supervisor | Ms. Diane Sousa | F |
| Director, Marketing and Public Relations** | Mrs. Amber Chiang | F |
| Food Services Manager | Mr. Alex Gomez | F |
| Maintenance and Operations Supervisor | Mr. Tim Carroll | F |
| Donor Relations Coordinator | Ms. Hannah Egland | E |
| Administrative Assistant, President** | Ms. Debborah Spohn | D |
| **Cerro Coso College** | | **Grade** |
| President* | Dr. Mary Retterer | N/A |
| Vice President, Academic Affairs* | Dr. James Fay | K |
| Vice President, Student Services* | Mrs. A. Jill Board | K |
| Dean of Career Technical Education* | Ms. Valerie Karnes | J |
| Director, Administrative Services** | Ms. M. Gale Lebsock | I (N/A) |
| Director, Eastern Sierra College Center* | Ms. Deanna Ing-Campbell | I |
| Director, Information Technology, Distance Education, and Learning | | |
| Support Services* | Mr. Dylan Mattina | I |
| Child Development Center Programs Manager | Ms. Jennifer San Nicolas | H |
| Director, Admissions and Records and Veteran's Affairs** | Mr. David Cornell | H |
| Director, Information, Development, and Alumni Relations** | Mrs. Joann Handeland | H |
| Director, Financial Aid and Scholarships I** | Ms. Joann Spiller | H |
| Bookstore Manager | Open | G |
| Maintenance and Operations Manager | Mr. John Daly | G |
| Child Development Center Site Supervisor | Ms. Caroline Broughan (Interim) | F |
| Child Development Center Site Supervisor | Ms. Julie Keller-Mendoza (Interim) | F |
| Administrative Assistant, President** | Ms. Louise Farmer | D |
| **Porterville College** | | **Grade** |
| President* | Dr. Rosa Flores Carlson | N/A |
| Vice President, Student Services* | Mr. Steven Schultz | L |
| Vice President, Academic Affairs* | Ms. Ann Beheler (effective February 6, 2009) | K |

Appendix 10B1A (continued)

| Porterville College (continued) | | Grade |
|---|---|---|
| | | |
| Dean of Instruction* | Dr. Antonia Ecung | J |
| Dean of Career and Technical Education* | Mr. Bill Henry | J |
| Director, Administrative Services** | Ms. Donna Berry | I |
| Bookstore Manager | Open | G |
| Maintenance and Operations Manager | Mr. Jose Rojas | G |
| Child Development Center Programs Manager | Ms. Karen Ball | H |
| Director, Student Programs and Athletics** | Mr. Eric Mendoza | H |
| Manager, Information Technology (Interim) | Mr. Christopher Craig (effective February 9, 2009) | G |
| Food Services Manager | Open | F |
| Administrative Assistant, President** | Ms. Carol Brown | D |

*Educational Administrator Position

**Classified Administrator Position

Managerial/Supervisory Position
***Confidential Position

Revised March 09, 2009

**Appendix 10C1**

**Kern Community College District**
**Confidential and Management Employees**
**Salary Grade Structure**

| Grade | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|---|---|---|---|---|---|---|---|---|
| M | $ 122,733.43 | $ 129,193.09 | $ 135,992.72 | $ 143,150.23 | $ 150,684.46 | $ 158,615.21 | $ 166,963.38 | $ 175,311.55 |
| L | $ 108,971.43 | $ 114,706.77 | $ 120,743.97 | $ 127,098.92 | $ 133,788.33 | $ 140,829.82 | $ 148,241.91 | $ 155,654.01 |
| K | $ 96,447.48 | $ 101,523.66 | $ 106,867.01 | $ 112,491.60 | $ 118,412.21 | $ 124,644.43 | $ 131,204.66 | $ 137,764.89 |
| J | $ 87,730.57 | $ 92,347.97 | $ 97,208.39 | $ 102,324.63 | $ 107,710.13 | $ 113,379.08 | $ 119,346.41 | $ 125,313.72 |
| I | $ 75,276.66 | $ 79,238.60 | $ 83,409.04 | $ 87,799.00 | $ 92,420.00 | $ 97,284.20 | $ 102,404.43 | $ 107,524.65 |
| H | $ 67,933.47 | $ 71,508.92 | $ 75,272.54 | $ 79,234.25 | $ 83,404.48 | $ 87,794.18 | $ 92,414.94 | $ 97,035.68 |
| G | $ 64,809.39 | $ 68,220.41 | $ 71,810.96 | $ 75,590.48 | $ 79,568.93 | $ 83,756.76 | $ 88,165.02 | $ 92,573.26 |
| F | $ 60,392.42 | $ 63,570.96 | $ 66,916.79 | $ 70,438.73 | $ 74,146.03 | $ 78,048.46 | $ 82,156.28 | $ 86,264.09 |
| E | $ 56,094.82 | $ 59,047.18 | $ 62,154.92 | $ 65,426.24 | $ 68,869.73 | $ 72,494.45 | $ 76,309.94 | $ 80,125.44 |
| D | $ 51,956.98 | $ 54,691.56 | $ 57,570.06 | $ 60,600.07 | $ 63,789.55 | $ 67,146.89 | $ 70,680.93 | $ 74,214.99 |
| C | $ 48,502.05 | $ 51,054.78 | $ 53,741.88 | $ 56,570.40 | $ 59,547.79 | $ 62,681.89 | $ 65,980.93 | $ 69,279.98 |
| B | $ 45,495.80 | $ 47,890.32 | $ 50,410.86 | $ 53,064.06 | $ 55,856.91 | $ 58,796.75 | $ 61,891.32 | $ 64,985.88 |
| A | $ 42,938.26 | $ 45,198.16 | $ 47,577.01 | $ 50,081.06 | $ 52,716.92 | $ 55,491.49 | $ 58,412.09 | $ 61,332.69 |

Approved by the Board of Trustees on February 7, 2008

**Appendix 10E2**

# SUGGESTED TIMELINE FOR CONFIDENTIAL AND MANAGEMENT EVALUATION PROCESS

## By September 1

The immediate supervisor shall notify the confidential/management employee that he/she is scheduled for an evaluation that year.

The immediate supervisor shall initiate a meeting (or meetings) with the confidential/management employee to be evaluated to discuss and implement the evaluation process. (Faculty input shall be included for those confidential/management employees whose assignment involves regular interaction with faculty.)

## By December 31

Survey results are to be tallied and summarized by the immediate supervisor.

The confidential/management employee shall complete and forward to his/her immediate supervisor the following evaluation components:

- Job Description--(updated for the next evaluation period)
- Written Self-Assessment--(which shall include: (a) accomplishments for the current year and (b) goals for the current evaluation period)
- Other Items--(as previously agreed upon by the employee and the immediate supervisor)

## By January 30

The immediate supervisor shall complete a written evaluation of the management team employee and the Report of Confidential and Management Employees Evaluation form. The immediate supervisor shall meet with the staff member to: (a) discuss the evaluation report, (b) obtain the staff member's signature, and (c) provide a copy of the full report to the staff member.

## By February 15

The immediate supervisor shall forward the following evaluation components to the Chancellor or College President:

- Report of Confidential and Management Employee Evaluation for the Employee
- Summary of Evaluation Survey Responses
- Employee's Written Self-Assessment--which shall include: (a) accomplishments for the current evaluation period and (b) goals for the coming year
- Other Items--as previously agreed upon by the employee and the immediate supervisor

## By March 1

If applicable, the College President shall review and sign the staff member's evaluation report and shall forward the following evaluation components to the District Chancellor:

- Report of Confidential and Management Employee Evaluation for the Employee
- Summary of Evaluation Survey Responses
- Employee's Written Self-Assessment--which shall include: (a) accomplishments for the current year and (b) goals for the coming year
- Other Items--as previously agreed upon by the employee and the immediate supervisor

Approved by
Chancellor's Executive Council
January 30, 2008