

**MANAGEMENT, SUPERVISORY, and CONFIDENTIAL EMPLOYEES
PERSONNEL MANUAL**

of the

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

Approved January 28, 2004

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PREFACE

This manual has been prepared to provide Contra Costa Community College District management, supervisory, and confidential employees a ready reference regarding their rights, working conditions, and related procedures and practices. The manual is designed to provide basic information with the understanding that the District Human Resources Office is available to provide additional information on specific questions not addressed in the manual.

Although an attempt has been made to write procedures without differentiating between classified and academic employees, it was necessary in some areas to note differences because of applicable Education Code sections.

The District procedures concerning management, supervisory, and confidential employees are subject to such modifications as may, in the opinion of the Governing Board, be required by state or federal legislation, state or federal court decisions, or other changes in the law governing employees. The Management, Supervisory, and Confidential Personnel Manual will not be changed without consultation with the Management Council, and all changes to this manual which reflect new agreements with the District Management Council shall be Board approved.

MANAGEMENT, SUPERVISORY, AND CONFIDENTIAL EMPLOYEES

- 1.1 Management, Supervisory, and Confidential Employees.** The District management, supervisory, and confidential positions designated by the Governing Board are listed in the Management, Supervisory, and Confidential Salary Schedules respectively and are available from District Office Human Resources.
- 1.1.1 Management/Supervisory Employees.** Management/supervisory employees are those academic or classified employees who are excluded from representation by the current bargaining units because their positions have management/supervisory responsibilities and duties. Those employees represented by the Management Council and who have collective bargaining rights under the Government Code (Rodda Act) may elect to subsequently be represented by another employee bargaining unit.
- 1.1.2 Confidential Employees.** Confidential employees are those classified employees who, in the regular course of their duties, have access to or possess information relating to the employer's employee relations. Confidential employees are excluded from representation by an employee organization.
- 1.2 Responsibility**
- 1.2.1 Management/Supervisory Employees.** Management/supervisory employees have varied, major responsibilities such as promoting educational leadership, formulating and recommending District policies and procedures, administering and evaluating District programs, adjudicating grievances, and supervising and evaluating District employees. It is their responsibility to perform their duties as outlined in the District-approved job description, to work in support of the goals and objectives of the District, to administer and follow the policies and procedures adopted by the Governing Board and the Chancellor's Cabinet, as well as the Education Code. Management and supervisory employees have the same rights and responsibilities as any citizen living in a democracy to participate as individuals in political and governmental affairs. Management/supervisory employees, because of their position in the District, should make it clear that they are speaking or acting as individuals and not as employees of the District when exercising these rights and responsibilities.
- 1.2.2 Confidential Employees.** Confidential employees are responsible for understanding confidentiality and protecting the integrity of information to which they have access in their positions.
- 1.3 District Management Council.** The District Management Council represents managers, supervisors and confidential employees, except the Chancellor, Vice Chancellors, Presidents and other contracted managers/supervisors. District Management Council represents its members in discussions with the District concerning working conditions, economic and welfare matters and other such matters that affect a professional, effective working situation. A management, supervisory or confidential employee may review individual concerns in these areas through regular administrative channels.

EQUAL OPPORTUNITY

- 2.1 Equal Employment Opportunity.** The Governing Board and the District's management, supervisory, and confidential employees are committed to the concept of equal employment opportunity in recruitment, selection, promotion, transfer, evaluation, reclassification, and employee training and development. The commitment applies also to the administration of all personnel actions as compensation, benefits, transfer, layoffs, and return from layoffs.
- 2.2 Discrimination and Harassment.** No person employed or seeking employment shall be unlawfully subjected to harassment, discrimination or denied full and equal access to, or the benefits of, District programs or activities on the basis of ethnic group identification, race, color, ancestry, religion, marital status, sex, national origin, gender or within the limits imposed by law or District regulations because of age, sexual orientation, physical or mental disability, medical condition, veteran status, parental status, citizenship or because s/he is perceived to have one or more of these characteristics.
- 2.2.1** The District will investigate and take appropriate measures, in accordance with the law, to ensure that unlawful discrimination and harassment does not occur.

EMPLOYMENT, SALARY, AND SALARY PLACEMENT GUIDELINES**3.1 Employment**

- 3.1.1 Health History and Physical Examination.** All new employees must complete a personal health history form. A physical examination (administered by a physician employed by the District and at District expense) is also required of all employees prior to employment.
- 3.1.2 Tuberculin Test.** All new employees are required to have a tuberculin skin test or a chest x-ray from a licensed physician (at the employee's expense) on file with the District Human Resources Office. It will be necessary to have this examination every four years (at District expense). If the employee elects to have this re-examination by her/his personal physician, the reimbursement will be only in the amount of the charge by the District's lowest cost physician.
- 3.1.3 Other Employment Requirements.** New employees are also required to be fingerprinted and to complete a loyalty oath, W-4 form, retirement form, and Employment Eligibility Verification (I-9 Form). Academic management/supervisory employees are required to submit a credential (original) or meet State minimum qualifications as established in Title 5, Section 53420.
- 3.1.4 Job Vacancy Advertisements.** Job vacancies will be advertised and posted for a minimum of ten days. The District Human Resources Office will provide these advertisements via email to various locations within the District for posting and/or distribution. Recruitment and selection of management, supervisory, and confidential staff shall be conducted in accordance with the Uniform Employment Selection Guide, a document all employee groups, including Management Council, contribute to in terms of development and revision.
- 3.1.4.1 Internal Job Vacancy Notices for Confidential Employees.** Out-of-classification confidential assignments that are expected to be six (6) months or more shall be posted by District Human Resources via an e-mail notice and will give confidential employees five (5) working days to indicate interest in the out-of-class assignment.
- 3.1.5 Initial Probationary Period.** All new employees to the District being employed into a classified management/supervisory position or a confidential position shall serve an initial probationary period of 12 months. At the successful completion of the initial probationary period, the employee shall be granted tenure (permanency) in the classification in which the employee passed the required probationary period and includes all of the incidents of that classification.

3.2 Salary

- 3.2.1 Rate of Pay.** The regular rate of pay for management, supervisory, and confidential positions shall be in accordance with the rate established for the appropriate range on the Management, Supervisory, and Confidential Positions Salary Schedules respectively. The hourly rate is obtained by dividing the monthly rate of 173.33 and will be used to reduce pay for leave without pay, etc.
- 3.2.2 Pay Days.** Pay days for employees are the last working day of the month with checks released to employees upon receipt of signature at the location payroll offices. The exception will be that the December check for academic employees will be dated January 1 and shall not be released until after January 1.
- 3.2.3 Pay Increase.** When any retroactive pay increase is approved by the Board, the District shall process the additional pay with checks issued at the end-of- a-month payroll.
- 3.2.4 Employed Less than Twelve Months.** A management, supervisory, or confidential employee who works less than twelve months shall be paid at a monthly rate based on the appropriate salary schedule. For partial months, the salary is calculated by multiplying the hourly rate times hours worked.
- 3.2.5 Voluntary Payroll Deductions.** The District shall, upon appropriate written authorization from any management, supervisory, or confidential employee, deduct and make appropriate remittance for association dues, group insurance premiums, credit union payments, charitable donations, selected individual retirement accounts, and other group plans or programs approved by the District.
- 3.2.6 Tax Sheltered Annuity Programs.** The Assistant Secretary is authorized to sign amendments to the employment contracts of those employees who wish to participate in tax shelter programs (403(b)) with any company who has executed the District=s Agreement for tax shelter programs and also sign amendments to the employment contracts for those who wish to participate in the CalPERS 457 program. The Governing Board shall not authorize agreements with companies whose agents contact employees of the District during their regular working hours.
- 3.2.6.1 Individual Tax-Sheltered Annuity Program 403(b).** The Contra Costa Community College District will make available to its employees tax sheltered annuities as provided in the Internal Revenue Code Section 403(b), 17512 of the California Revenue and Taxation Code and District policy.
- 3.2.6.2 CalPERS 457 Deferred Compensation.** The Contra Costa Community College District has made available to its employees a tax qualified 457 (CalPERS 457 Deferred Compensation Plan) as provided in the Internal Revenue Code Section 457.
- 3.2.7 Payroll Errors.** Proper range and step placement is the responsibility of the District; however, all employees should review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District Human Resources Office.

3.2.7.1 Insufficient Payment. Any payroll error resulting in insufficient payment for an employee shall be corrected, and a special payroll check issued by the District Payroll Office no later than five (5) working days after the District has received verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

3.2.7.2 Overpayment. If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment, deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. Employees who leave the District to go on unpaid leaves prior to completion of the repayment shall have the remainder of the overpayment deducted from their final check. If the final check is insufficient to cover the amount owed, the employee will submit the necessary funds to the District within 30 calendar days.

3.3 Salary Placement Guidelines

3.3.1 New Employee. A person selected outside the District for a management, supervisory, or confidential position shall be placed on the appropriate range for the position. The Vice Chancellor, Human Resources and Organizational Development, shall evaluate previous experience. Credit for full-time comparable experience in a similar position may be recommended on a year-for-year basis and given upon approval of the Chancellor or Vice Chancellor, Human Resources and Organizational Development. If the person selected has not had full-time experience, as appropriate, in a comparable position, placement shall be on the first step. Advanced step placement shall not exceed the third step except in extraordinary circumstances and upon approval by the Chancellor or the Vice Chancellor, Human Resources and Organizational Development.

3.3.2 Step Increments. Effective July 1, 2002, step increases for all employees shall be based upon full or partial fiscal years of employment. All step increments for which an employee becomes eligible shall take place on July 1st of each fiscal year. These increments will occur automatically, on an annual basis, until the maximum step is reached on the appropriate salary schedule.

3.3.3 Educational Degree Stipend. An employee shall be provided an educational stipend for an educational degree beyond the minimum required for a position. The minimum degree eligible for stipend is a bachelor's degree.

3.3.4 Longevity Pay. A management, supervisory, and confidential employee shall be granted a five percent longevity allowance at the beginning of the eighth fiscal year of employment in the District. Effective at the beginning of the tenth, fourteenth, sixteenth and twentieth fiscal years of employment in the District, a two and one-half percent longevity step is granted. For longevity purposes, employment need not be continuous.

CHANGE IN STATUS

- 4.1 Promotion.** An employee who is assigned to a position on a higher salary range shall be placed on the appropriate step of the range for the new position which results in an increase in pay of at least 5%.
- 4.1.1 Credit for Previous Experience.** The Vice Chancellor, Human Resources and Organizational Development, shall evaluate previous experience. Credit for full-time comparable experience in a similar position may be recommended on a year-for-year basis and given upon approval of the Chancellor or Vice Chancellor, Human Resources and Organizational Development. If the person selected has not had full-time experience, as appropriate, in a comparable position, placement shall be on the first step. Advanced step placement shall not exceed the third step except in extraordinary circumstances and upon approval by the Chancellor or the Vice Chancellor, Human Resources and Organizational Development.
- 4.1.2 Probation for Promotions into Classified Management/Supervisory Positions.** Employees who promote into a classified management or supervisory position shall serve a probationary period of 12 months. This is in addition to any probationary period that the employee served in the lower classification from which s/he was promoted. At the successful completion of the probationary period, the employee shall be granted tenure (permanency) in the classification in which the employee passed the required probationary period and includes all of the incidents of that classification.
- 4.1.3 Probation for Classified Managers/Supervisors and Confidential Employees Promoting to Equal/Higher Class.** Employees who are managers, supervisors, or confidentials and subsequently promote into an equal or higher level (level based on the full-time monthly salary range) classified classification shall serve a probationary period of 12 months. This is in addition to any probationary period that the employee served in the lower or equal classification from which s/he was promoted. At the successful completion of the probationary period, the employee shall be granted tenure (permanency) in the classification in which the employee passed the required probationary period and includes all of the incidents of that classification.
- 4.1.3.1** If a promoted employee serving a probationary period in a classified position does not successfully complete the required probationary period or voluntarily elects to end the probation for their own reasons or to take another position, the employee shall have retreat rights to the former classification from which s/he promoted from if the employee held permanency in that former classification.
- 4.1.4 Salary Placement for Promotion Immediately Following Interim Assignment.** Notwithstanding all other salary placement provisions, an employee who promotes immediately from an interim assignment into the same permanent assignment shall be placed no lower than the step placement at which the employee would have been had the employee continued in the interim assignment.

4.2 Advancement/Growth Opportunities

4.2.1 Lateral Transfer or Promotion. District managers, supervisors, and confidential employees who meet the minimum qualifications for a vacant District management, supervisory, or confidential position involving a lateral transfer or promotion shall be guaranteed a screening interview for that position.

4.2.2 Supervisory Flex Classifications. Flex classifications shall be designated as such on the Governing Board-approved classification description. Incumbents in these positions may progress to the next classification level after two years of experience in the lower level classification. A written recommendation from the supervising manager must be sent to the Vice Chancellor, Human Resources and Organizational Development. The effective date of the reclassification shall be the first of the month following the receipt of the supervising manager's recommendation to flex.

4.2.2.1 Probation Periods in Supervisory Flex Classifications. All employees who are initially employed in or who promote to a classified supervisory flex classification series shall serve an initial probationary period of 12 months. At the successful completion of the initial probationary period, the employee shall be granted tenure (permanency) in the classification in which the employee passed the required probationary period and includes all of the incidents of that classification. Employees who successfully complete the probationary period and subsequently are eligible to flex shall not be required to test to flex up and shall not be required to serve a new probationary period in the higher classification.

4.2.3 Confidential Staff Development Program. A confidential employee may request, through her/his supervising manager, authorization to participate in a staff development program that is designed to expand professional skills or to enhance existing skills. To foster team building between the confidential employee and supervising manager, participation in the program and the employee's career development goals will be reviewed and discussed by the supervising manager with the confidential employee. If the program is approved by the manager, funds will be budgeted at the college or District Office, as appropriate, in the unit's line item budget.

4.2.3.1 Each confidential employee should submit her/his staff development plan for the following fiscal year to her/his supervising manager for consideration during the spring budget development period. The plan should identify the costs of the program and how the proposed staff development activities will improve the competencies of the confidential employee.

4.2.3.2 Staff development may include the following activities:

- X College courses leading to a certificate or degree.
- X College courses which are related to the employee's current position.
- X Specialized seminars, conferences or workshops related to the employee's current position or another position in the District (promotional).

4.2.3.3 Personal development activities will not be considered.

4.2.3.4 Requests for conference/meeting leave should be submitted for activities which occur during the employee's scheduled work day.

4.3 Reclassification for Academic/Classified Managers/Supervisors and Confidential Employees

4.3.1 Classification Procedures

4.3.1.1 Classification Studies for All Management, Supervisory, and Confidential Positions. The Chancellor, Vice Chancellor, Human Resources and Organizational Development or the Management Council may initiate a request for a classification study of all management, supervisory, and confidential positions. The dates and parameters for third-party employee classification studies will be reviewed with the District Management Council. The Chancellor or Vice Chancellor Human Resources and Organizational Development will decide whether a general classification study is appropriate.

4.3.1.2 Annual Review Process for Management, Supervisory, and Confidential Positions. Annually, by February 15th of the new year, the Chancellor and each College President shall solicit classification requests initiated by individuals or her/his supervising manager. Requests may also be initiated by the College Presidents, the Chancellor, or the Vice Chancellors. All requests must be in writing and must present information demonstrating that significant changes in the assignment or duties have occurred.

4.3.1.2.1 Individual classification review requests are to be submitted through regular channels and are to include each supervising manager's written recommendation prior to forwarding to the next higher level. However, an employee may submit a reclassification request without the written approval of his or her supervising manager. College classification requests shall be reviewed by the College President prior to forwarding to the Chancellor. All reclassification requests submitted to the Chancellor by the College Presidents shall be accompanied with written recommendations addressing the following:

- a. A brief history of the position and the reason for the suggested change.
- b. Organizational chart including span of control.
- c. Cost analysis. Is this a savings or an increase to the budget?

All classification requests will be reviewed by the Vice Chancellor, Human Resources and Organizational Development for appropriate disposition, and may or may not be reviewed by a third-party. A written response will be provided to the individual initiating the request.

4.3.1.3 Interim Requests for Individual Management, Supervisory, and Confidential Employee Classification Studies. A classification review request may be initiated by the individual or in her/his behalf by the supervising manager. Requests may also be initiated by the President of the College, the Chancellor, or the Vice Chancellors. All requests must be in writing and must present information demonstrating that significant changes in the assignment or duties have occurred.

4.3.1.4 Y-Rating

4.3.1.4.1 **Employees Hired into a Management, Supervisory, or Confidential Position before (*Date of Approval of this Manual*).**

When a position is reclassified to lower range on the Management, Supervisory, or Confidential Salary Schedule and the employee's current salary exceeds the top step of the new range, the employee is "Y-rated," meaning the employee will receive no decrease in pay. If the reclassification to a lower range is effective simultaneously with the employee's increment step or a salary schedule increase, s/he will receive this increase based on the previous range and then the salary will be "frozen" until there is a schedule increase which exceeds the Y-rate salary.

4.3.1.4.2 **Management, Supervisory, and Confidential Employees Hired on or after (*Date of Approval of this Manual*):** A management, supervisory, or confidential employee reclassified to a position on a lower range shall be placed on that step of the lower range that will get the employee closest to her/his former higher salary without receiving an increase in salary.

4.3.1.5 **Probation Periods Due to Reclassification.** If an employee is found by District Human Resources to have been working out of classification for at least two years and the employee's position is subsequently reclassified to an equal or higher classified classification or the employee's classified position title is changed due to the reclassification, the employee shall not be required to serve a new probationary period in the reclassified position. The employee shall be granted tenure (permanency) in the reclassified position.

4.3.1.5.1 If an employee's position is reclassified and the employee has not served in the position for at least two years, the change will be viewed as a reorganization. After a recruitment process and if the employee is promoted into the reclassified position, the employee shall serve a probationary period of 12 months. At the successful completion of the probationary period, the employee shall be granted tenure (permanency) in the classification in which the employee passed the required probationary period and includes all of the incidents of that classification. (See Section 4.3.1 - Classification Procedures)

4.4 Reassignment

4.4.1 **Academic Managers/Supervisors.** Academic managers/supervisors employed prior to July 1, 1990, acquire permanent status as a classroom instructor only in accordance with Education Code 87458. Academic managers/supervisors hired on or after July 1, 1990, and who did not have faculty tenure in this District at the time of hire, shall be assigned to a first-year probationary faculty position provided that s/he served satisfactorily in the District a total of at least two years as a faculty member and/or academic manager/supervisor. Accordingly, the Governing Board may reassign the manager/supervisor to another management/supervisory or faculty position provided written notice is given on or before March 15, to be effective for the ensuing school year.

4.4.1.1 An academic manager/supervisor reassigned to a faculty position shall be placed on the Faculty Salary Schedule in accordance with the regulations governing faculty salary placement. After this evaluation is completed, District management/supervisory experience shall be added, giving credit on the salary schedule on a year-for-year basis.

4.4.1.2 Y-Rating

4.4.1.2.1 Employees Hired into a Management/Supervisory Position before (*Date of Approval of this Manual*): An academic manager/supervisor reassigned to a management/supervisory position on a lower range shall receive the same monthly salary on the new range even if this requires "Y-rating".

4.4.1.2.2 Management/Supervisory Employees Hired on or after (*Date of Approval of this Manual*): An academic manager/supervisor reassigned to a management/supervisory position on a lower range shall be placed on that step of the lower range that will get the employee closest to her/his former higher salary without receiving an increase in salary.

4.4.1.3 Probationary Status for Academic Managers/Supervisors. Academic managers/supervisors shall not serve a probationary period, and they shall have no permanency rights to their positions. Academic managers and supervisors shall have rights to March 15 notices as required by relevant provisions of the Education Code.

4.4.2 Classified Managers/Supervisors and Confidential Employees. The reassignment of classified managers/supervisors and confidential employees falls under the purview of Section 4.7, *Reduction-in-Force or Layoff*, or Section 14, *Disciplinary Action or Dismissal*, of this manual.

4.5 Temporary Reassignment to a Higher Classification.

4.5.1 Academic Management/Supervisory, Classified Management/Supervisory and Confidential Employees. Higher level duties shall be defined as a temporary assignment of duties such that, in the determination of the supervising manager and approved by District Human Resources, one is accountable for the full duties or a significant portion of the duties of a higher classification (higher level as determined by the salary schedule). The following steps shall be taken to establish extra duty status for additional responsibilities assigned.

4.5.1.1 The supervising manager shall submit a request to the next level manager for approval. The request shall provide information as to the scope of and reason for the assignment.

4.5.1.2 The next level manager should either approve or deny the request, and, if approved, forward the request to the location Human Resources Office for processing. The site Human Resources Office shall forward the recommendation to the Chancellor/President/Vice Chancellor (as appropriate) and to the District Human Resources Office.

4.5.1.2.1 An employee who believes that s/he is working in a higher classification and has her/his request for out-of-class pay rejected at the site level, may appeal the decision to the Vice Chancellor, Human Resources and Organizational Development.

4.5.1.3 If an employee is temporarily assigned to a higher level classification for a period that exceeds five days in a 15 calendar-day period, the employee shall be placed in the higher classification's salary grade and placed at the appropriate step of the higher grade that will provide the 5% increase above the employee's current compensation level that is expected in an out-of-classification situation. In determining the appropriate step placement, it is recognized that an employee could receive more than a 5% increase in compensation if the higher classification is so substantially higher on the salary schedule that Step 1 of the appropriate higher salary grade is more than 5%. It is also recognized that in placing a supervisory employee on the higher management grade, a 5% adjustment could be between salary steps, and thus would require placement to the next higher step, resulting in a 7.5% adjustment.

4.5.1.3.1 The 7.5% adjustment is due to the fact that the Supervisory and Confidential Salary Schedules have 2.5%, and the Management Salary Schedule has 5% between salary ranges.

4.5.1.4 Employees working in a higher classification shall be credited with step advancement credit while working in the higher class. If an employee is working in a higher classification when a step advancement is due on July 1st, the employee shall receive the step advancement in the employee's regular classification and then shall have her/his out-of-classification placement simultaneously reevaluated to ensure that the employee is still receiving the appropriate adjustment for working in the higher classification.

4.5.2 Temporary Additional Duties. An employee temporarily assigned to some, but not all, of the duties of another higher-level classification for a period exceeding five (5) consecutive work days shall receive 5% additional duties pay for the duration of the assignment. Such duties must be of a nature that they would not be found in the employee's permanent classification of a lower classification.

4.6 Voluntary Demotion. A management, supervisory, or confidential employee who applies for and accepts a position on a lower range shall be placed on that step of the lower range that will get the employee closest to her/his former higher salary without receiving an increase in salary.

4.6.1 Probationary Period Moving to a Lower Classification. If a classified manager, supervisor or confidential employee takes a position in a lower (level based on the full-time monthly salary range) classified position, the employee shall serve a probationary period of 12 months. This is in addition to any probationary period that the employee served in the higher classification from which s/he moved. At the successful completion of the probationary period, the employee shall be granted tenure (permanency) in the classification in which the employee passed the required probationary period and includes all of the incidents of that classification.

4.6.1.1 Employees who move to a lower classification in the same job series shall not be required to serve a new probationary period..

4.6.1.2 Probationary Period Ended. If a promoted employee serving a probationary period in a classified position does not successfully complete the required probationary period or voluntarily elects to end the probation for their own reasons or to take another position, the employee shall have retreat rights to the former classification from which s/he promoted from if the employee held permanency in that former classification

4.6.1.2.1 If the promoted employee is unsuccessful during the probationary period, and the District determines that it is appropriate to terminate the employee from all District employment, the employee shall be treated as a permanent employee in terms of rights to a disciplinary hearing and appeals concerning the proposed revocation of retreat rights to former classifications in which the employee held permanency. (See Section 14.0 B Disciplinary Action or Dismissal)

4.7 Reduction-in-Force or Layoff

4.7.1 Academic Management/Supervisory Employees. The Governing Board has the right, in its sole discretion, to elect not to renew the employment contract of an academic manager/supervisor if it determines the need for a reduction-in-force due to lack of work, lack of funds, reorganization, or the abolition or reduction of an activity or service. The manager/supervisor will be provided written notice on or before March 15, to be effective for the ensuing fiscal year.

Salary for an academic manager/supervisor who is laid off but who has retreat rights to a non-management/supervisory academic position shall be determined on the same basis as for a reassignment.

4.7.2 Classified Management, Supervisory, and Confidential Employees. A classified management, supervisory, or confidential position may be eliminated by the Governing Board for lack of work or lack of funds, and this may result in the release of personnel with at least 45 days' notice (per AB290, Section 88017, effective January 1, 2004). A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. Whenever a classified manager/supervisor or confidential employee is laid off, the order of layoff within the class shall be determined by length of service in the existing classification and any higher classification in which the employee has served. Classified managers/supervisors and confidential employees have retreat rights in lower classes in which they have permanency. Any employee laid off will have priority for reemployment in the reverse order of layoff for a period of 39 months. If an employee accepts a lower classification or accepts a reduction in assigned time in lieu of a layoff, the employee shall receive an additional 24 months of reemployment rights, in addition to the above-noted 39 months. The employee will be provided access to a listing of appropriate retreat positions, based upon the employee's permanency and seniority status.

4.7.2.1 An employee who is subject to a reduction in work force or layoff (including a reduction in assigned time) shall have the right to utilize seniority to retreat into equal or lower classifications in which s/he has permanency.

4.7.2.2 An employee laid off from her/his present classification may first exercise retreat rights into equal classifications in which the employee has permanency, based upon her/his seniority date. If no equal classifications are available based upon seniority, the employee may exercise retreat rights into the next lower classification in which the employee has permanency, based upon her/his seniority date. The employee may continue to exercise retreat rights into successively lower classifications in which s/he has permanency to avoid layoff.

4.7.2.2.1 Retreat to Site Positions. In determining which position to displace, the District will first select vacant positions at the employee's work site (CCC, DVC, LMC, DO) in the classification to which the employee is retreating. In the absence of a vacancy at the employee's work site, the District will select for displacement the less senior employee at the retreating employee's work site who has the least seniority in the classification and who has the closest assignment to the laid off employee in terms of assigned hours per week and months per year.

4.7.2.2.2 Retreat to Districtwide Positions. In determining which position to displace after eliminating site-displacement considerations, the District will secondarily select vacant positions Districtwide in the classification to which the employee is retreating. In the absence of a vacancy, the District will select for displacement the less senior employee Districtwide who has the least seniority in the classification and who has the closest assignment to the laid off employee in terms of assigned hours per week and months per year.

4.7.2.2.3 It is permissible, should the retreating employee so choose, to retreat more than one level to claim permanency rights to a formerly held classification.

4.7.2.3 An employee who is subject to layoff and has no retreat rights to an equal or lower classification in which s/he has previously served, or is being reduced in assigned time, may be considered for a voluntary move to a vacant position in an equal or lower classification in the same job family, based upon meeting minimum qualifications and the District's determination that the move is in the best interests of the District.

4.7.2.4 A management, supervisory, or confidential employee who is laid off but who has retreat rights to a previously occupied classified position shall be placed on the lower range and then that step that will get the employee closest to her/his former higher salary without receiving an increase in salary.

4.8 Retreat Rights for Management, Supervisory, and Confidential Employees. A manager, supervisor, and confidential employee have the right to retreat, subject to an unsuccessful probation (Section 4.6.1.2), a reduction-in-force (layoff) (Section 4.7), or under certain disciplinary actions (Section 14.7), to a former position where permanency was held.

4.8.1 Retreat Rights to a Bargaining Unit Position. A probationary or permanent management, supervisory, or confidential employee may be reassigned to a classification within the bargaining unit not previously served in only if the position is open after it has been offered to unit members in accordance with terms of the union contract.

4.8.2 Retreat Rights to a Management, Supervisory, or Confidential Position

4.8.2.1 Reorganization

4.8.2.1.1 In the event of a reorganization, an employee who has been reclassified to a higher position and who is unsuccessful in that position shall have retreat rights to a former management, supervisory or confidential classification which s/he promoted from if the employee held permanency in that former classification.

4.8.2.1.2 In the event of a reorganization, an employee who has been reclassified to a lower position and who is unsuccessful in that position shall have retreat rights to a former equal or lower management, supervisory or confidential classification in which s/he held permanency.

4.8.2.2 Reclassification. Former incumbents in a classification that is reclassified could be impacted as follows.

4.8.2.2.1 If the employee's former classification is abolished and merged with another classification, then the employee will be treated for permanency, retreat rights and seniority as if s/he had served in the classification.

4.8.2.2.2 If the employee's former classification is not abolished, but is merely retitled (maintains the essential duties and responsibilities of the former classification), then the employee will be treated for permanency, retreat rights and seniority as if s/he had served in that classification.

4.8.2.2.3 If some, but not all of the positions in the employee's former classification are reclassified to a lower, equal or higher classification (as determined by the salary grade assigned to the classification), then the employee will not be treated as if s/he has served in the different classification for purposes of permanency, retreat rights and seniority rights.

4.8.3 Academic Management/Supervisory Retreat Rights to a Faculty Position. This procedure applies to academic managers/supervisors who are reassigned for reasons other than cause and hired on or after July 1, 1990.

- 4.8.3.1** A tenured employee, when assigned from a faculty position to management/supervisory position within the District retains her/his status as a tenured faculty member. The assignment of such manager/supervisor to a faculty position shall be done in accordance with Sections 4.8.3.4 through 4.8.3.9 of this document. Managers/supervisors hired after the effective date can acquire the right to become first-year probationary faculty members as provided by Education Code Section 87458 and in accordance with this procedure.
- 4.8.3.2** A manager or supervisor hired on or after July 1, 1990, and who did not have faculty tenure in this District at the time of hire, shall be assigned to a first-year probationary faculty position provided that s/he meets all of the following:
- 4.8.3.2.1** Holds a position that is not part of the classified service. For every management/supervisory job title, the records of the District show whether or not it is part of the classified service. The proposal not to list a position as part of the classified service shall be jointly reviewed and agreed upon by the District, with representatives from the Management Council, and the Academic Senate Presidents (or designees), augmented by the United Faculty Vice Presidents (or designees). The representation from managers/supervisors and faculty shall be equal.
- 4.8.3.2.2** Has served in this District a total of at least two years as one or both of the following: a faculty member or an academic manager/supervisor. This service has been documented as satisfactory as determined by regular evaluations as specified by the United Faculty Agreement, Article 17, or by the Contra Costa Community College District Management/Supervisory Personnel Manual. These procedures shall include faculty evaluation as indicated by AB1725, Section 51, 87663(i), and implemented in Article 17 of the United Faculty-CCCCD Agreement. Certification of satisfactory service of managers/supervisors retreating into the faculty must be available for review by the College Management/Supervisory Retreat Rights Committee and/or the Faculty Senates Coordinating Council (FSCC) augmented by the United Faculty President (or designee).
- 4.8.3.3 Management/Supervisory Retreat Rights Committee.** The role of the Management/Supervisory Retreat Rights Committee is to recommend the discipline and the college to which a retreating manager/supervisor will be assigned.
- 4.8.3.3.1 Committee Composition.** The college committee composition will consist of the Academic Senate President (or designee), the Department Chairperson(s) of the teaching discipline(s) being considered, two faculty (where possible at least one of whom is in the division(s) but not in the department), the Dean, and a representative of Management Council. Both the Dean and the Management Council representative are non-voting members. The chair will be the Academic Senate President (or designee).

The District Office Management/Supervisory Retreat Rights Committee will be the three Faculty Senate Presidents (or designees), augmented by the United Faculty President (or designee) and will deal with reassigned academic managers/supervisors at the District Office. This committee will consult with the College Presidents (or designees), the Vice Chancellor, Human Resources and Organizational Development, and the appropriate Faculty Service Area faculty before making its recommendation. The chair will be the FSCC President.

4.8.3.4 Criteria for Reassignment. The manager/supervisor shall be assigned to a service or discipline in which the manager/supervisor has been determined minimally qualified and competent for the FSA, and where all of the following are considered:

- a. The manager/supervisor has an interest as indicated by a written statement of his or her own preference for assignment.
- b. The manager/supervisor has the most academic preparation and experience in this service or discipline.
- c. There are sufficient assignments in the service or discipline at one or more colleges or locations currently held by temporary faculty to make an appropriate assignment for an additional faculty member.

4.8.3.5 Faculty Service Area (FSA). At the time of hire, each academic manager/supervisor must be assigned to a faculty service area. The manager/supervisor can be assigned only to a discipline in which s/he has at least the minimum qualification as specified by the Board of Governors List of Disciplines. Minimum qualifications may be determined using the equivalency process. The standing District FSA committee shall certify to the Governing Board for which discipline(s) the manager/supervisor meets the minimum qualifications in the event the manager/supervisor does not already have an FSA. This committee shall determine the FSA(s) for which the retreating manager/supervisor is qualified and competent. The college retreat committee and/or FSCC shall recommend the discipline to which the manager/supervisor should be assigned. Using the normal channels, the college Academic Senate President or FSCC President shall convey to the District Governing Board the disciplines for which the manager/supervisor meets the minimum qualifications and shall recommend the discipline and college to which the manager/supervisor should be assigned.

4.8.3.5.1 The Governing Board shall rely primarily upon this judgment. The Governing Board shall also provide the Academic Senate with an opportunity to present its views to the Governing Board before the Board makes a determination. A written record of the Board's decision, including the views of the Academic Senate, shall be available for review pursuant to Education Code Section 87458.

4.8.3.6 Recommendation for Assignment and Timelines. After consultation with the Chancellor, the College President initiates a request for a manager/supervisor to be reassigned at the local college level. This request should be a written communication, sent by the March 15th deadline, with a copy forwarded to the Academic Senate President and the Vice Chancellor, Human Resources and Organizational Development. Upon receipt of a request for a reassignment, the Academic Senate President will request a written statement from the manager/supervisor being reassigned that indicates her/his preferences for reassignment. The Academic Senate President will then convene the college committee to review the FSAs of the manager/supervisor in order to recommend a new assignment.

4.8.3.6.1 In the event that an assignment cannot be created at the college level, the Academic Senate President will refer the request for reassignment. The FSCC, augmented by the United Faculty President (or designee), will review the qualifications of the manager/supervisor being reassigned in order to recommend a new assignment to the local retreat committee.

4.8.3.6.2 The Chancellor initiates the request for a manager/supervisor to be reassigned from the District Office. This request should be a written communication, sent by the March 15th deadline, with a copy forwarded to the FSCC and the Vice Chancellor, Human Resources and Organizational Development. Upon receipt of a request for reassignment, the FSCC President will convene the standing District FSA Committee, in accordance with process described in Section 4.8.3.5 of this document. Following this, the FSCC, augmented by the United Faculty President (or designee) will recommend the assignment for the manager/supervisor to the local retreat committee.

4.8.3.7 Appeal Process. If the manager's/supervisor's preference for assignment and location of assignment is not accepted, s/he may appeal the decision. The college retreat committee will meet with the manager/supervisor to reconsider its decision. The manager/supervisor may choose to have a representative from Management Council accompany her/him. The manager/supervisor also has the right to appeal to the Governing Board.

4.8.3.8 Retraining. Opportunities for retraining may be made available to managers/supervisors being considered for assignment under this procedure when a suitable discipline is not available or as necessitated by college and District priorities. Such a manager/supervisor will meet with the District FSA committee to determine a retraining plan. The manager/supervisor will then meet with the Chancellor or designee to implement the plan with courses of study and/or training activities. The opportunities extended for retraining will be those set forth in the UF/CCCCD Agreement.

4.8.3.8.1 The manager/supervisor shall agree in writing to serve the District for the equivalent of twice the retraining leave period. At the option of the District, this requirement may be waived.

4.8.3.9 Compensation. Managers/supervisors who are returned to the faculty pursuant to the Education Code shall be evaluated for class and step placement according to their education and experience prior to employment with the District. This evaluation shall be in accordance with Article 20.4.1.3 and 20.4.1.4 of the United Faculty Agreement. After this evaluation is completed and in accordance with Article 20.8 of the United Faculty Agreement, management/supervisory experience in the District shall be added on, giving credit on the salary schedule on a year-for-year basis. No manager/supervisor returned to the faculty, except for those with pre-AB1725 faculty tenure rights, shall bump a regular full-time faculty member from her/his position at the college.

4.8.4 Retreat from an Academic Position to a Classified Position. An academic manager/supervisor who previously was a classified confidential employee will be allowed to retreat to a vacant classified confidential position within the classification in which s/he previously held permanency.

4.8.5 Retreat from a Classified Position to an Academic Position. A classified confidential employee who previously was an academic manager/supervisor will be allowed to retreat to a vacant academic management/supervisory position within the academic service in which s/he was previously employed.

4.9 Resignation or Retirement

4.9.1 If a management, supervisory, or confidential employee resigns or retires from the service of the District, a letter giving notice to this effect should be sent through channels to the College President, and/or the Vice Chancellor, Human Resources and Organizational Development as soon as possible before the effective date. The effective date shall be the close of the last paid date of service and shall be formally accepted at the time of receipt by the Vice Chancellor, Human Resources and Organizational Development.

4.9.2 Post-Retirement Employment

4.9.2.1 Contract Employee. An employee may request a contract as a consultant on a year-to-year basis after retirement. The maximum compensation allowable will be the amount established by the applicable retirement system.

4.9.2.2 Classified Employee. A classified employee may be employed on an hourly basis after retirement and may serve up to 960 hours each fiscal year subject to regulations established by PERS.

4.9.2.3 Rehired in Previously Held Classification. A former employee who is rehired in a classification previously held shall be retained at the same salary placement as previously held.

4.9.2.4 Rehired in Higher Classification. If a former employee is rehired in a higher classification, the employee shall advance to the step in the new salary range that provides at least a five percent (5%) salary increase over her/his previous scheduled salary. However, no employee may advance higher than the maximum step in the new salary range. If the former employee assumes a position in a lower classification than previously held, the salary placement would be on the appropriate salary range for the lower classification and then to that step that gets the employee closest to her/his former classification's salary rate without receiving an increase in salary.

4.9.2.5 Credit for Experience. If a former employee is rehired, credit for full-time comparable experience in a similar position may be recommended on a year-for-year basis and given upon approval of the Chancellor or Vice Chancellor, Human Resources and Organizational Development. If the person selected has not had full-time experience, as appropriate, in a comparable position, placement shall be on the first step. Advanced step placement shall not exceed the third step except in extraordinary circumstances and upon approval by the Chancellor or the Vice Chancellor, Human Resources and Organizational Development.

4.9.3 Academic Employee. An academic employee may be employed on an hourly basis after retirement and may serve up to the posted annual STRS income limit each fiscal year subject to regulations established by the retirement system.

4.9.3.1 Rehired in Previous Classification. A former employee who is rehired in a classification previously held shall be retained at the same salary placement as previously held.

4.9.3.2 Rehired in Higher Classification. If a former employee is rehired in a higher classification, the employee shall advance to the step in the new salary range that provides at least a five percent (5%) salary increase over her/his previous scheduled salary. However, no employee may advance higher than the maximum step in the new salary range. If the former employee assumes a position in a lower classification than previously held, the salary placement would be on the appropriate salary range for the lower classification and then to that step that gets the employee closest to her/his former classification's salary rate without receiving an increase in salary.

4.9.3.3 Reemployment Restrictions. A former academic employee cannot be employed as an hourly classified employee while receiving a STRS retirement allowance. (Education Code 88033)

PERSONNEL FILES

5.1 Official Personnel File. The personnel file of each employee shall be maintained in the College Human Resources Office for college employees and in the District Human Resources Office for District Office employees or those college employees reporting to District Office managers. Any files, including those kept by any supervising manager or any authorized employee, shall not contain any material that has not been made available to the employee. No adverse action of any kind shall be taken against an employee based on materials which have not been made available to the employee.

5.2 Derogatory Materials. Employees shall be provided copies of any derogatory material before it is placed in the employee's personnel file. A copy of the written material shall be stamped with the following statement and forwarded to the employee:

You are notified that at the end of fifteen (15) days, this will be placed in your personnel file. You have the right within fifteen (15) days to provide any written comments and have them attached to the copy of this letter in your file.

Date: _____ Employee Signature: _____

5.2.1 The employee's signature only denotes receipt of the document. The employee will be given the opportunity to provide written comment and have those comments attached to the correspondence in their file.

5.2.2 If the employee refuses to acknowledge receipt of the correspondence, the material may be placed into the personnel file if accompanied by a written statement signed and dated by the supervising manager and signed and dated by a witness that the content of the material was reviewed with the employee.

5.2.3 The employee shall be given a reasonable amount of time (agreed to by the Chancellor, Vice Chancellor, Human Resources and Organizational Development or College President, as appropriate) during normal working hours and without loss of pay to prepare a written response to such material. The written response shall be attached to the material.

5.3 Right to Examine. An employee shall have the right at any reasonable time, without loss of pay, to examine for a reasonable time, and/or obtain a copy of, any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.

5.4 Confidentiality. It is recognized that the personnel files are confidential and all efforts should be made to have such files stored and/or maintained in a manner that provides for such confidentiality. Official personnel files shall be available for inspection only to authorized employees of the District when actually necessary in the proper administration of the District's affairs, or the supervision of the employee.

EVALUATION MANAGERS, SUPERVISORS AND CONFIDENTIAL EMPLOYEES

MANAGERS/SUPERVISORS

- 6.1 Purpose.** The purpose of the evaluation process is to help each manager and supervisor hone her/his skills so they can be the best possible administrator. The evaluation process is based on Goal Reviews and Regular Evaluations by the immediate supervisor and on Comprehensive Evaluations by a broad-based group familiar with the evaluatee's work.

In the sections that follow, it is important to keep in mind that the four-year evaluation cycle is based on performance within an academic year. This cycle allows for the evaluation process to simultaneously gauge the progress of all managers and supervisors over a substantial period of time and to yield information that can inform employment decisions.

6.2 Process Overview

The evaluation cycle covers a four-year academic period, with Goal Review the first and third years, a Regular Evaluation the second year, and a Comprehensive Evaluation the fourth year. (Appendix A-1: Evaluation Cycle-At-A-Glance)

- 6.2.1 Goal Review:** The supervising manager shall meet with the evaluatee at the end of the Goal Review year to review progress toward the goals. Progress toward goals will be evaluated during the Regular Evaluation and the Comprehensive Evaluation (Appendix A-3, Part II).

6.2.1.1 Goal Setting: If the goals and objectives were not finalized at the end of the Regular or Comprehensive Evaluation (June Planning Conference), the evaluatee together with the supervising manager (evaluator) at the beginning of the Goal Review year shall identify and finalize goals and objectives for the next two-year cycle (Appendix A-2) which align with the District's Strategic Goals and Objectives and the college's goals. Personal/professional goals may also be identified at this time. (Each location shall record the current Districtwide Goals and Objectives and the current college goals in the Appendix A-2 template.)

- 6.2.2 Regular Evaluation:** The supervising manager shall evaluate the manager/supervisor in the performance qualities identified in the Behavioral Skills Summary (Appendix A-3, Part I) and on Progress Towards Agreed Upon Goals/Objectives for Two-Year Cycle (Appendix A-3, Part II). The evaluatee shall complete a Self-Evaluation, which consists of five performance qualities: Communication Skills; Leadership; Professional Knowledge and Expertise; Team Work; and Administrative Skills (Appendix A-4).

6.2.2.1 Goal Setting: Goals for the next two-year cycle shall be set following each Regular Evaluation. The evaluatee together with the supervising manager (evaluator) shall identify and finalize new two-year individual goals and objectives (Appendix A-2) which align with the District's Strategic Goals and Objectives and the college's Organizational Performance Goals. Personal/professional goals may also be identified at this time. (Each location shall record the current Districtwide Goals and Objectives and the current college goals in the Appendix A-2 template.)

6.2.2.2 Self-Evaluation: Each evaluatee is to complete a Self-Evaluation (Appendix A-4) during the Regular Evaluation cycle year. The Self-Evaluation is an opportunity for the evaluatee to identify performance strengths, note circumstances that may have affected performance either positively or negatively, and inform the evaluator of particular accomplishments that may not be reflected in other portions of the evaluation.

6.2.2.3 Final Evaluation: The Final Evaluation (Appendix A-3, Part VI) will be discussed with the evaluatee who will have an opportunity to provide written comment before the evaluation is forwarded to the President or Chancellor.

6.2.2.3.1 The evaluatee has the right to respond to all evaluation materials.

6.2.2.3.2 The evaluation must be signed by the evaluatee before being placed in the personnel file maintained in the college Human Resources Office for college employees or in the personnel file maintained in the District Human Resources Office for District Office employees or those college employees reporting to District Office managers.

6.2.2.3.3 If an evaluatee refuses to sign an evaluation, the evaluation may be placed in the file with a record of the refusal signed by a witness.

6.2.3 Comprehensive Evaluation: A Comprehensive Evaluation will be performed at the end of the first year and every fourth year thereafter. The Comprehensive Evaluation shall consist, to the extent possible, of input from a broad-based and representative group of respondents who are familiar with one set or all of the relevant Behavioral Skills of the evaluatee (Appendix A-5). Responses shall be actively sought from direct reports, faculty, classified staff, managers/supervisors, and students, when relevant. Where deemed appropriate, the evaluatee may also request input from people outside the District.

The immediate supervisor shall evaluate the evaluatee in the five performance qualities identified in the Behavioral Skills Summary (Appendix A-3, Part I), Progress Towards Agreed Upon Goals/Objectives for Two Year Period (Appendix A-3, Part II), and Faculty Evaluation Summary (for Academic Managers only) (Appendix A-3, Part III). The evaluatee shall complete a Self-Evaluation, which consists of five performance qualities: Communication Skills; Leadership; Professional Knowledge and Expertise; Team Work; and Administrative Skills (Appendix A-4).

6.2.3.1 Goal Setting: Goals for the next two-year cycle shall be set following each Comprehensive Evaluation. The evaluatee together with the supervising manager (evaluator) shall identify and finalize new two-year individual goals and objectives (Appendix A-2) which align with the District's Strategic Goals and Objectives and the college's Organizational Performance Goals. Personal/professional goals may also be identified at this time. (Each location shall record the current Districtwide Goals and Objectives and the current college goals in the Appendix A-2 template.)

6.2.3.2 Self-Evaluation: Each evaluatee is to complete a Self-Evaluation (Appendix A-4) during the Comprehensive Evaluation cycle year. The Self-Evaluation is an opportunity for the evaluatee to identify performance strengths, note circumstances that may have affected performance either positively or

negatively, and inform the evaluator of particular accomplishments that may not be reflected in other portions of the evaluation.

6.2.3.3 Final Evaluation: The Final Evaluation (Appendix A-3, Part VI) will be discussed with the evaluatee who will have an opportunity to provide written comment before the evaluation is forwarded to the President or Chancellor.

6.2.3.3.1 The evaluatee has the right to respond to all evaluation materials.

6.2.3.3.2 The evaluation must be signed by the evaluatee before being placed in the personnel file maintained in the college Human Resources Office for college employees or in the personnel file maintained in the District Human Resources Office for District Office employees or those college employees reporting to District Office managers.

6.2.3.3.3 If an evaluatee refuses to sign an evaluation, the evaluation may be placed in the file with a record of the refusal signed by a witness.

6.2.4 Special Evaluation: A manager/supervisor may be evaluated at any time upon written notice two weeks prior to the start of the evaluation period. This is a Comprehensive Evaluation unless, by mutual agreement, a Regular Evaluation is conducted.

An evaluator may conduct or an evaluatee may request, with at least two week's advance notice, a Comprehensive or Regular Evaluation at any time.

6.3 Frequency of Evaluation

6.3.1 Classified and Academic Managers/Supervisors.

6.3.1.1 Probationary Managers/Supervisors: During the probationary year, the supervising manager (evaluator) will conduct a Comprehensive Evaluation upon completion of the first ten months of service in the classification. Thereafter, the evaluation cycle will include a Goal Review the first and third year, the Regular Evaluation the second year, and a Comprehensive Evaluation the fourth year. The cycle is a continuum repeated every four years.

6.3.1.2 Temporary Managers/Supervisors: The evaluation of managers/supervisors serving in temporary appointments for 12 months or longer will consist of a Goal Review with the immediate supervisor at six months and a Regular Evaluation at ten months.

6.3.1.3 Non-Probationary Managers/Supervisors: The evaluation cycle includes a Goal Review the first and third year, a Regular Evaluation the second year, and a Comprehensive Evaluation the fourth year. The cycle is a continuum repeated every four years.

6.4 Participation in the Evaluation Process

6.4.1 Classified and Academic Managers/Supervisors

6.4.1.1 Regular Evaluation: The immediate supervisor only will provide evaluation input as appropriate in the areas of performance qualities identified in the Manager/Supervisor Final Evaluation (Appendix A-3): Part I – Behavioral Skills Summary; Part II – Progress Towards Agreed Upon Goals/Objectives for Current Year; and Part IV – Overall Rating for Evaluation Report.

6.4.1.2 Comprehensive Evaluation: The Comprehensive Evaluation will include input from direct reports, faculty, other managers/supervisors, classified staff, students and others with direct knowledge, as noted in Human Resources Procedure 2030.11. Information will be collected by way of the Behavioral Skills Survey (Appendix A-5). The Behavioral Skills Survey will focus on five areas appropriate to all managers/supervisors: Communication Skills, Leadership, Professional Knowledge and Expertise, Team Work, and Administrative Skills.

6.4.1.2.1 Management, Staff and Student Involvement in the Evaluation of Classified Managers/Supervisors: The individuals to be surveyed will be those who have direct knowledge of the manager's/supervisor's skills (e.g., have worked with or observed the manager/supervisor in committee work, department meetings, student contact, public contact), and should, to the extent possible, include a broad-based and representative group to include students, faculty, managers, supervisors and classified staff. The input from those surveyed will be an important part of the evaluator's formal evaluation of the evaluatees overall job performance.

6.4.1.2.1.1 The immediate supervisor will summarize all input received and discuss this summary with the evaluatee.

6.4.1.2.2 Management, Staff and Student Involvement in the Evaluation of Academic Managers/Supervisors. Other managers/supervisors, classified staff, students, and others to be surveyed will be those who have direct knowledge of the academic manager's/supervisor's skills (e.g., have worked with or observed the manager/supervisor in committee work, department meetings, student contact, public contact), and should represent a cross section of the college-District community to include students, managers/supervisors, and classified staff, as indicated in Human Resources Procedure 2030.11. Information will be collected by way of the Behavioral Skills Survey. When the survey is from a large constituency by random sample or other mutually agreed means, the individuals selected will be those who have had the most direct and substantial experience with the services provided by the manager's/supervisor's area. Members of the manager's/supervisor's staff should always be surveyed.

The Behavioral Skills Survey will focus on five areas appropriate to all managers/supervisors – Communication Skills, Leadership, Professional Knowledge and Expertise, Team Work, and Administrative Skills. The input of those surveyed will be an

important part of the evaluator's formal evaluation of the evaluatee's overall job performance.

6.4.1.2.2.1 The immediate supervisor will summarize all input received and discuss this summary with the evaluatee.

6.4.1.2.3 Faculty Involvement in the Evaluation of Academic Managers/Supervisors. Selected faculty shall participate in the evaluation of academic managers/supervisors for all comprehensive evaluations using the Behavioral Skills Survey (Appendix A-5) and the Faculty Evaluation Summary (Appendix A-3, Part III) designed for this purpose. The former survey instrument allows participants to record their ratings in five performance areas: Communication Skills, Leadership, Professional Knowledge and Expertise, Team Work, and Administrative Skills. The latter form allows the faculty liaison to summarize all faculty responses received and to comment on areas of strength, areas needing to be strengthened, and specific plans for bringing about improvements.

6.4.1.2.3.1 The faculty who will provide input for the evaluation of the academic manager/supervisor will be identified by position and relationship which serves as a basis for selection. For academic managers/supervisors at the colleges, the positions will be identified by the site's academic senate president in consultation with the college president and the individual manager/supervisor. Before the evaluation takes place the evaluatee and the immediate supervisor or the academic senate president for the location may propose changes in the list of positions. For academic managers/supervisors at the District Office, the positions will be identified by the president of the Faculty Senates Coordinating Council (FSCC) in consultation with the Chancellor/Vice Chancellor and the manager being evaluated. At the colleges, any disagreements about which positions shall be included will be resolved by the local senate president and the college president; at the District Office, the FSCC president and the Chancellor. Such changes must be made by mutual agreement among the manager/supervisor, immediate supervisor and senate president.

6.4.1.2.3.2 The panel of faculty chosen to provide input for any manager's/supervisor's evaluation will include representatives of the faculty with whom the manager/supervisor works in long-term shared governance undertakings. An evaluatee may object to the inclusion of an individual on the panel because of possible bias. The evaluatee may meet with the immediate supervisor and provide the reasons for this challenge. The immediate supervisor will then meet with the appropriate senate president to resolve questions of

individual participation and possible alternates.

- 6.4.1.2.3.3** One faculty member from the panel of an academic manager/supervisor will be designated as the liaison for the faculty's portion of the manager's/supervisor's evaluation process. The liaison will be selected from among the panelists for an academic manager/supervisor by the evaluatee. The supervising manager shall provide the faculty survey input to the liaison. The liaison will examine and summarize the faculty input and meet with the evaluatee's immediate supervisor to discuss faculty input and the manager's/supervisor's performance rating prior to the immediate supervisor's writing of the formal evaluation summary. It will be the liaison's responsibility to ascertain how faculty input is addressed, and if it is not addressed, why. The immediate supervisor will also see the original faculty material.
- 6.4.1.2.3.4** If a majority of the other faculty panelists involved in the evaluation object to working with the liaison, they may meet with the evaluatee's immediate supervisor to find someone acceptable to both management and panelists. If they are unable to agree upon a choice, the appropriate senate president and college president/chancellor will meet and jointly agree on a faculty liaison. This person may not be on the evaluatee's panel and may serve only as a facilitator for the process.
- 6.4.1.2.3.5** The immediate supervisor will address faculty input in the summary evaluation, which s/he prepares. Before the summary is discussed with the evaluatee, the immediate supervisor will meet with the liaison to discuss the content of the summary faculty input. At that time, the immediate supervisor will share with the liaison only that portion of the summary which deals with faculty input. To protect confidentiality, no copy of the summary shall be made, other than a copy for the evaluator and the evaluatee. The liaison and immediate supervisor may discuss the way in which the summary deals with faculty input. The liaison may seek to have the immediate supervisor amend the summary, and if the liaison has requested an amendment, the immediate supervisor should provide reasons why s/he differs from the liaison's interpretation of the faculty input. The supervising manager will review the summary of faculty input in the Faculty Evaluation Summary (Appendix A-3, Part III) with the faculty liaison. No other portions of the form shall be shared with the faculty liaison because of its confidential nature. The liaison will then sign the final summary to attest that s/he has seen the summary.

6.4.1.2.3.6 If the liaison is not satisfied that faculty input is correctly or adequately addressed in the summary, a formal request to the appropriate senate president may be made to intervene. The senate president will meet with the college president or Chancellor to hear the liaison's complaint and then re-examine the faculty input materials. The senate president and college president/Chancellor are empowered to change the summary or to order a new evaluation of the manager.

6.4.1.2.3.7 Special project managers/supervisors may or may not have faculty input in their evaluation, depending upon the extent to which they work with faculty; determination of faculty involvement will be made jointly by the appropriate senate president and the college president or Chancellor.

6.5 Responsibility for the Evaluation of Classified and Academic Managers/Supervisors

6.5.1 Each manager/supervisor will be evaluated by the manager/supervisor to whom s/he reports. The Final Evaluation (Appendix A-3) calls for the concurring signature of the next higher level of management in addition to the individual making the appraisal. A draft of the Managers/Supervisors Final Evaluation should be completed and discussed by the evaluator with the manager/supervisor at the next higher level prior to the review of the evaluation with the employee.

6.5.2 While the manager/supervisor at the next higher level cannot substitute basic judgment for that of the evaluator, s/he can act as a leveling influence in the entire process. If the next higher level manager/supervisor sees evidence of appraisal errors, those errors can be corrected through discussion with the evaluator. If the evaluation appears too harsh or too lenient in comparison with other evaluators, that can be discussed. Or, if a glowing evaluation is submitted for an employee about whom many complaints have been received, that can be discussed with the evaluator.

6.5.3 After discussion of the evaluation with the employee, the Final Evaluation form will be forwarded for review and signature to the next higher levels of management. The college president will review the evaluations of college managers/supervisors. The Chancellor makes a final review of all evaluations.

6.6 Goal Review, Regular, Comprehensive, Probationary, and Temporary Evaluation Timeline/Checklists for Classified and Academic Managers/Supervisors. (By mutual agreement between the supervising manager and the evaluatee, summer timelines may be adjusted.)

6.6.1 Timeline / Checklist (Appendix A-6)**6.6.1.1 Goal Review**

- May:** **Goal/Objective Worksheet** (Appendix A-2)
In preparation for the Goal Review meeting with the evaluator in June, the evaluatee shall review and update the Goal/Objective Worksheet, noting progress toward goals.
- June:** **Goal Review Meeting**
The evaluator and evaluatee meet to review and/or evaluate, dependent upon the evaluation cycle, the progress towards the goals thus far, adjusting and/or adding goals as appropriate. The focus of this discussion should be on action steps taken, evidence of success, and projected completion date. Additionally and where appropriate, there should be agreement on the remaining steps to be taken to accomplish the goals/objectives in the following year.

6.6.1.2 Regular and Comprehensive Evaluation

- June:** **Planning Conference**
Immediately following the Regular and/or Comprehensive Evaluation Conference, the evaluator and evaluatee set the evaluatee's goals/objectives for the next two-year cycle and determine how progress toward these goals is to be gauged. Using the Goal/Objective Worksheet (Appendix A-2) the evaluator and evaluatee decide what evaluation areas are to be surveyed at the end of the following year in order to assess overall job performance.

Start Goal/Objective Worksheet

The evaluatee shall follow these steps in setting goals/objectives:

1. Review job description, responsibilities, and college and District Strategic Goals and Objectives. Develop a list of goals to be accomplished during the next two-year academic period, making sure they fall within responsibilities as set forth in job description.
2. Based on this list, write goals/objectives, considering their practicality, importance, and alignment with college/District Strategic Goals and Objectives.
3. Review the goals/objectives with supervisor and obtain agreement and approval.

Ask these questions in evaluating goals/objectives:

1. Is the goal/objective specific? Is it practical and affordable?
2. Is it attainable? Is it student oriented?
3. Is the timeframe appropriate with a targeted completion date?

4. Are the results measurable (define how the results will be measured)? Is it sufficiently challenging?
5. Will it contribute to the attainment of college/District Strategic Goals and Objectives?

July 15:

Goal/Objective Worksheet Completed

Evaluatee shall finalize current year's Goals/Objectives (if not already completed during prior month's Planning Conference).

Evaluations Sent to Chancellor

The college President/Vice Chancellor forward the prior year's completed Final Evaluation (Appendix A-3) forms to the Chancellor for review and signature. The completed, signed original evaluation shall be sent to the appropriate President's Office for college employees or to the District Human Resources Office for District Office employees or those college employees reporting to District Office managers.

Dec. 1-15:

Pre-Evaluation Conference for Regular and Comprehensive Evaluations (Optional)

The evaluator and evaluatee meet to discuss the different evaluation areas to be surveyed and related performance objectives. The focus of this discussion will be on the expectations established during the Planning Conference.

Comprehensive Pre-Evaluation Conference (Required)

Academic Managers/Supervisors: The local academic senate president and the evaluatee identify faculty who will participate in the evaluation of the academic manager/supervisor. The evaluatee selects the faculty liaison. Additionally, the evaluator and evaluatee will identify other participants as indicated by Human Resources Procedure 2030.11. (See 6.4.1.2.2)

Classified and Academic Managers/Supervisors: Comprehensive evaluation participants will be selected by the evaluator and the evaluatee. (See 6.4.1.2.1).

March 15:

Comprehensive Evaluation Distribution

Evaluator distributes the Behavioral Skills Survey (Appendix A-5) to participants selected in the Comprehensive Pre-Evaluation Conference in December.

April 15:

Comprehensive Evaluation Surveys Completed and Returned

Academic Managers/Supervisors: Surveys completed by faculty are forwarded to the faculty liaison. Survey forms for academic managers/supervisors completed by non-faculty participants are returned to the evaluator for summary and inclusion in the summary report.

Classified and Academic Managers/Supervisors: Survey forms for managers/supervisors will be retained by the supervising manager for summary and inclusion in the summary report.

May 1 – 15: Evaluatee Completes a Hard Copy Self-Evaluation Form (Appendix A-3) and Forwards to Evaluator.

Faculty Liaison Completes Faculty Evaluation Summary

Academic Managers/Supervisors: For the Comprehensive Evaluation, the evaluator meets with the faculty liaison to discuss that portion of the final (overall) summary pertaining to faculty input. The liaison signs the Faculty Evaluation Summary (Appendix A-3, Part III) to attest that the summary of faculty input has been reviewed.

Evaluator Completes Draft of Final Evaluation (Appendix A-3)

June 1 – 30: Evaluator Completes Final Evaluation (Appendix A-3)

Evaluator discusses draft evaluation with next higher-level manager and finalizes the Final Evaluation.

Regular Evaluation Conference

Evaluator conducts Regular Evaluation conference with the evaluatee to review the Behavioral Skills Summary (Appendix A-3, Part I) and the progress made towards agreed upon goals/objectives for the current year (Appendix A-3, Part II). Evaluator and evaluatee sign Final Evaluation Summary. Evaluator forwards the completed summary form to the next higher-level manager for signature.

Comprehensive Evaluation Conference

The evaluator and evaluatee meet to discuss the returns of the Behavioral Skills Survey and the progress made towards agreed upon goals/objectives for the current year. Evaluator and evaluatee sign Final Evaluation (Appendix A-3). Evaluator forwards the completed Final Evaluation form to the next higher-level manager for signature.

Evaluator Completes Certification of Service for Academic Managers/Supervisors Form (Appendix A-7)

Academic Managers/Supervisors: Evaluator completes Certification of Service form (Appendix A-7) and forwards a copy along with completed Final Evaluation form to next higher-level manager for review.

Final Evaluation Form Forwarded to President/Vice Chancellor

The next higher-level manager forwards the completed Final Evaluation to the college President/Vice Chancellor for signature and review.

6.6.1.3 Probationary Evaluation

Month 1	Evaluatee Sets Goals With approval of the evaluator, evaluatee sets goals/objectives for first year using Goal/Objective Worksheet (Appendix A-2).
Month 6	Goal Review/Pre-Evaluation Meeting A pre-evaluation meeting is conducted where the evaluator/evaluatee develop the participant list for the comprehensive evaluation, and, if applicable, the academic evaluatee selects the faculty liaison.
Month 8	Behavioral Skills Survey (Appendix A-5) is Distributed The evaluator distributes the Behavioral Skills Survey online.
Month 9	Behavioral Skills Surveys (Appendix A-5) are Completed Behavioral Skills Surveys are completed electronically and compiled by evaluator. Evaluatee completes Self Evaluation (Appendix A-4).
Month 10	Final Evaluation (Appendix A-3) is Completed The evaluator completes the Final Evaluation (Appendix A-3), reviews it with the next-up line manager, and holds the Evaluation Conference. The evaluator finalizes the Final Evaluation by the end of the 10 th month of employment.
	Planning Conference The Evaluator conducts the Planning Conference, where agreement is reached with the evaluatee using the Goal/Objective Worksheet (Appendix A-2) to set the evaluatee's goals for next two-year cycle.

6.6.1.4 Temporary Evaluation

Month 1	Evaluatee Sets Goals With approval of the evaluator, evaluatee sets goals/objectives for first year using Goal/Objective Worksheet (Appendix A-2).
Month 6	Goal Review/Pre-Evaluation Meeting The evaluator and evaluatee meet to discuss the different evaluation areas to be surveyed and related performance objectives. The focus of this discussion will be on the expectations established during Month 1.
Month 10	Final Evaluation (Appendix A-3) is Completed The evaluator completes the Final Evaluation (Appendix A-3), reviews it with the next-up line manager, and holds the Evaluation Conference. The evaluator finalizes the Final Evaluation by the end of the 10 th month of employment.

Planning Conference (as appropriate)

The Evaluator conducts the Planning Conference, where agreement is reached with the evaluatee using the Goal/Objective Worksheet (Appendix A-2) to set the evaluatee's goals for the second-year cycle.

6.6.2 Managers/Supervisors Final Evaluation. The Final Evaluation form (Appendix A-3) for managers/supervisors will consist of six parts:

*Regular (R), Comprehensive (C), Probationary (P), Temporary (T)
Evaluations*

- Part I: Behavioral Skills Summary (R) (C) (P) (T)
- Part II: Progress Towards Agreed Upon Goals/Objectives for Two-Year Period (R) (C) (P) (T)
- Part III: Faculty Evaluation Summary (Only Applicable for Academic Managers) (C) (P)
- Part IV: Overall Rating for Evaluation Report (R) (C) (P) (T)
- Part V: Supervisor's Recommendation (For probationary evaluation only) (P)
- Part VI: Signatures and Review (R) (C) (P) (T)

Part I: Behavioral Skills Summary (Required). Five performance areas will be the focus of this survey: communication skills, leadership, professional knowledge and expertise, team work, and administrative skills. The immediate supervisor (and other evaluators when appropriate) will rate the evaluatee on how well s/he performs in said areas generally and on specific dimensions within each skill area.

Specifically, there are five behavioral skill areas that will be assigned an overall rating and within each area there are a varying number of dimensions that also are to be rated. The criteria for assigning the overall rating are given below in Part IV.

Comments are required for ratings of Needs Improvement or Unsatisfactory and are encouraged for all other ratings.

Part II: Progress Towards Agreed Upon Goals/Objectives for Two-Year Period. The evaluatee and evaluator will summarize the progress towards agreed upon goals/objectives for the two-year period and attach supporting documentation.

Part III: Faculty Evaluation Summary. Selected faculty shall participate in the evaluation of academic managers/supervisors for all Comprehensive Evaluations using the Behavioral Skills Survey (Appendix A-5) and the Faculty Evaluation Summary (Appendix A-3, Part III) designed for this purpose. The former survey instrument allows participants to record their ratings in five performance areas: Communication Skills, Leadership, Professional Knowledge and Expertise, Team Work, and Administrative Skills. The latter form allows the faculty liaison to summarize all faculty responses received and to comment on areas of strength, areas needing to be strengthened and specific plan for bringing about improvements.

Part IV: Overall Rating for Evaluation Report (Required). A rating will be made by the evaluator of the overall performance of the evaluatee with indications of strength, needed improvements, and specific plans and resources to strengthen areas needing improvement. The evaluatee may add appropriate comments concerning the ratings received, the evaluation process, and suggested improvements.

The ratings below are used in Parts I, II, and IV of the Managers/Supervisors Final Evaluation form.

In order to provide the most consistent and objective ratings, the following definitions are provided.

O Outstanding

Performance is outstanding in all areas of position responsibility. In one or more of these areas, job performance is noticeably remarkable, superior, or noteworthy. Evaluator must provide written verification/explanation of this rating.

Ex Exceeds Requirements

Performance is sound and reliable; produces results consistent with expectations; fulfills management standards of the district. Performance of duties is fully effective in all areas.

M Meets Requirements

Performance meets minimum expectations and responsibilities of the position.

NI Needs Improvement

Performance is deficient in one or more areas of position responsibility and falls short of achieving primary goals and objectives. A plan for development or additional experience on the job is needed to achieve good, solid performance. This rating must be substantiated by supporting observations and examples and the evaluator must provide specific recommendations for improvement.

U Unsatisfactory

Performance consistently fails to meet job expectations. Improvement is essential to continued employment in position. The evaluator must provide specific examples of unsatisfactory performance and a specific plan for improvement.

NA/O Not Applicable or Observable

This rating is given when the rating factor does not apply or when job performance has not been observed.

Part V: Supervisor's Recommendation. This portion of the form will be completed for probationary managers/supervisors only. The supervising manager is to recommend whether the manager/supervisor is to be retained or dismissed.

Part VI: Signatures and Review. The Final Evaluation form will be signed by the evaluatee and evaluator. The evaluatee's signature indicates only that the document has been read. The evaluatee has the right to attach a written, signed response within ten days.

- 6.6.3 Certification of Service for Academic Managers/Supervisors.** For retreat right purposes, a certification of service form must be completed on each academic manager/supervisor who is evaluated. (Appendix A-7)
- 6.6.4 Appeal.** If the evaluatee disagrees with any part of the evaluation rating, the evaluatee may respond on a separate sheet and attach it to the evaluation form. The areas of disagreement should be described specifically. The employee will have ten days after receipt of the evaluation to record disagreement with the rating given. If the employee elects to prepare a response, the evaluation form will not be forwarded to the next higher level of management for review and comment until the response is attached.
- 6.6.5 Confidentiality.** With regard to gathering information from different sources for the Comprehensive Evaluation, the evaluator will take care to detect and identify responses by persons who may be biased by factors other than honest appraisal of the evaluatee's performance. Furthermore, the evaluator will only consider and report on information which is directly related to specific criteria. A summary of the information obtained and specific suggestions for improvement or concerns will be prepared by the evaluator and included in the evaluation document. The individual Behavioral Skills Surveys (Appendix A-5) shall be completed online and carry the electronic signature of those persons who completed them or they will not be included in the evaluation process. Said summary only will be made available to the evaluatee and should be retained by the evaluator until completion of the evaluation process (review by the Chancellor) and then destroyed.
- 6.6.5.1** All participants (evaluators, evaluatees, supervising managers, faculty liaison, Academic Senate Presidents, college Presidents, and the Chancellor) shall ensure that care will be taken to protect the integrity of the process and the confidentiality of those who provide information.
- 6.6.5.2** Upon completion by the evaluator, evaluatee, and appropriate or required higher levels of management, the official copy of the evaluation form and attachments will be placed in the evaluatee's official personnel file. All written materials generated during the evaluation process will be confidential. The materials, except the survey documents, will be placed in the evaluatee's official personnel file. Both the evaluatee and the evaluator, if they so desire, may retain a copy of the final evaluation for their files.

CONFIDENTIAL EMPLOYEES

- 6.7 Purpose.** The purpose of the evaluation process is to help each confidential employee hone her/his skills so they can be the best possible confidential classified employee. The focus is on the twelve behavioral areas: Work Organization and Planning, Work Quality, Volume of Work, Organizational and Team Relationships, Administration, Innovation/Creativity, Analytical and Problem-Solving Skills, Communication Skills, Reliability and Punctuality, Technical Application and Knowledge, Helps Meet Organizational Goals, and Customer Service. In addition, there is an area for an employee-specific category and an area to comment on the prior year's goals. (Appendix B) The process is based on regular feedback by the immediate supervisor (**annual evaluations**). There is also an opportunity for the confidential employee to develop a Career Development Plan.

In the sections that follow, it is important to keep in mind that the annual evaluation cycle for permanent confidential employees begins on July 1 of each year and ends by June. This cycle allows for the evaluation process to simultaneously gauge the progress of all confidential employees over a year's time and to yield information concerning employment status prior to July 1st.

6.8 Process Overview

- 6.8.1** The performance of all Contra Costa Community College District confidential employees shall be evaluated annually by their immediate supervisor in twelve behavioral categories: Work Organization and Planning, Work Quality, Volume of Work, Organizational and Team Relationships, Administration, Innovation/Creativity, Analytical and Problem-Solving Skills, Communication Skills, Reliability and Punctuality, Technical Application and Knowledge, Helps Meet Organizational Goals, and Customer Service. There is also an employee-specific category. In addition to this evaluation, each confidential employee has the option to include a Career Development Plan as part of the evaluation.
- 6.8.2** Probationary Employee Evaluation Schedule: For a confidential employee new to her/his classification, a comprehensive probationary evaluation will be performed at the end of the 3rd, 6th and 11th months of employment.
- 6.8.3** Permanent Employee Evaluation Schedule: Permanent confidential employees shall be evaluated annually, with the completion date no later than June 1st.
- 6.8.4** Nothing in this process prevents the immediate supervisor from conducting a comprehensive evaluation at any time.
- 6.8.4.1** Supervisors of confidential employees may solicit feedback on a confidential employee's performance and level of service to the site's/departments' customers and clients and include that feedback as part of his/her evaluation of the employee.
- 6.8.5** The evaluation will be discussed with the evaluatee who will have an opportunity to provide written comment before the evaluation is forwarded to her/his immediate supervisor's manager.
- 6.8.5.1** The evaluatee has the right to respond to all evaluation materials.

6.8.5.2 The evaluation must be signed by the evaluatee before being placed in the personnel file maintained in the college Human Resources Office for college employees or in the personnel file maintained in the District Human Resources Office for District Office employees or those college employees reporting to District Office managers.

6.8.5.3 If an evaluatee refuses to sign an evaluation, the evaluation may be placed in the file with a record of the refusal signed by a witness.

6.9 Evaluation Timeline and Activities for Confidential Employees

6.9.1 Probationary Evaluations: The immediate supervisor shall meet with each confidential employee at the time of initial employment, outlining expectations and goals for the employee during the probationary period, and will evaluate each new probationary confidential employee at the end of the 3rd, 6th, and 11th months of employment.

6.9.2 Annual Evaluation Timelines:

July 1-15 Planning Conference: The immediate supervisor and evaluatee meet to set the evaluatee's goals/objectives for the coming year and to determine how progress toward these goals is to be gauged. More specifically, they are to decide what evaluation areas are to be surveyed at the end of the year in order to assess overall job performance. Additionally, the evaluatee may submit a Career Development Plan (optional). This plan may serve as a framework for planning projects, sequencing objectives and training alternatives, and considering performance directions.

Dec. 1-15 Pre-Evaluation Conference: The immediate supervisor and evaluatee meet to discuss the different evaluation areas to be surveyed and related performance objectives. The focus of this discussion will be on the expectations established during the previous July Planning Conference.

May 15-30 Evaluation Conference: The immediate supervisor completes the annual confidential evaluation form and conducts an evaluation meeting with the confidential evaluatee to review the twelve behavioral areas and attainment of goals. In addition, the employee-specific behavioral area will be discussed with the employee as will the progress of the employee's Career Planning Objectives (if this optional segment is used).

New goals are established for the coming year. If additional space is needed, attachment of additional pages is appropriate.

The employee and the evaluator must sign the evaluation form. The completed, signed original evaluation is forwarded to the college Human Resources Office for college employees or to the District Human Resources Office for District Office employees or those college employees reporting to District Office managers. It shall be placed in the employee's official personnel file.

6.10 Confidential Evaluation Form. The evaluation form for confidential employees consists of five parts: Part I - Behavioral Categories; Part II - Prior Year Goals; Part III - Career/Staff Development Plan; Part IV - Overall Evaluation Rating; Part V - Signatures and Employment Status.

6.10.1 Part I: Behavioral Categories. Twelve performance areas, as noted below, will be the focus of the evaluation, in addition to an "other employee-specific" category.

- Work Organization and Planning
- Work Quality
- Volume of Work
- Organizational and Team Relationships
- Administration
- Innovation/Creativity
- Analytical and Problem-Solving Skills
- Communication Skills
- Reliability and Punctuality
- Technical Application and Knowledge
- Helps Meet Organizational Goals
- Customer Service

6.10.2 Part II: Prior Year Goals. The immediate supervisor will assess the evaluatee's degree of success in meeting goals set the prior year.

6.10.3 Part III: Career/Staff Development Plan (Optional). This is an area of opportunity for the evaluatee to layout specific career or staff planning goals and identify activities that will support the achievement of the plan.

6.10.4 Part IV: Overall Evaluation Rating

Ratings on Evaluations. The evaluation form for confidential employees has five rating levels. Specific comments are required for ratings of "NeedsImprovement/Unsatisfactory" and are strongly encouraged for all other ratings. The five rating levels are noted below:

Ratings in Specific Behavioral Areas: Each behavioral area has five possible ratings. Each behavioral rating is judged individually, but shall be used to help determine the overall evaluation for the employee.

- | | |
|-----------------------|--|
| NA - Not Applicable: | This rating is given when the rating factor does not apply or when job performance has not been observed. |
| 1 - Unsatisfactory: | Performance consistently fails to meet job expectations. Improvement is essential. The evaluator must provide specific examples of unsatisfactory performance and a specific plan for improvement. |
| 2 - Needs Improvement | Performance is deficient in this area of position responsibility and falls short of achieving primary goals and objectives. A plan for development or additional experience on the job is needed to achieve good, solid performance. This rating must be substantiated by supporting observations and examples and the evaluator must provide specific recommendations |

for improvement.

- 3 - Satisfactory: Performance meets minimum expectations and responsibilities of position in this area.
- 4 - Exceeds Performance Standards: Performance is sound and reliable in this area; produces results consistent with expectations. Performance of duties is fully effective in this specific area.
- 5 - Exceptional: Performance is outstanding in this behavioral area. Job performance is noticeably remarkable, superior, or noteworthy in this area. Evaluator must provide written verification/explanation of this rating.

Overall Evaluation Rating: A rating will be made by the evaluator of the overall performance of the evaluatee with indications of strength, needed improvements, and specific plans and resources to strengthen areas needing improvement. The evaluatee may add appropriate comments concerning the ratings received, the evaluation process, and suggested improvements.

- NA - Not Applicable: This rating is given when the rating factor does not apply or when job performance has not been observed.
- 1 - Unsatisfactory: Performance is consistently deficient. Improvement is essential to continued employment in position. This rating must be substantiated by supporting observations and examples and the evaluator must provide specific recommendations for improvement.
- 2 - Needs Improvement: Performance is deficient in one or more areas of position responsibility and falls short of achieving primary goals and objectives. Improvement is essential to continued employment in position. This rating must be substantiated by supporting observations and examples and the evaluator must provide specific recommendations for improvement.
- 3 - Satisfactory: Performance meets minimum expectations and responsibilities of the position.
- 4 - Exceeds Performance Standards: Performance of duties is fully effective in all areas. Performance is sound and reliable; produces results consistent with expectations.
- 5 - Exceptional: Performance is outstanding in all areas of position responsibility. In one or more of these areas, job performance is noticeably remarkable, superior, or noteworthy. Evaluator must provide written verification/explanation of this rating.

6.10.5 Part V: Signatures and Employment Status. The evaluation form will be signed by the confidential employee and her/his immediate supervisor.

Recommendation on Probationary Status: The immediate supervisor will indicate whether or not permanent status is recommended, or whether the probationary period should be ended.

- 6.11 Signatures and Review.** The summary evaluation form will be signed by the evaluatee and evaluator. The evaluatee's signature indicates only that the document has been read. The evaluatee has the right to attach a written, signed response within ten days.
- 6.12 Appeal.** If the evaluatee disagrees with any part of the evaluation rating, the evaluatee may respond on a separate sheet and attach it to the evaluation form. The areas of disagreement should be described specifically. The employee will have ten days after receipt of the evaluation to record disagreement with the rating given. If the employee elects to prepare a response, the evaluation form will not be forwarded for placement in the personnel file until the response is attached or until the timeline for submission of a response has passed.
- 6.13 Placement in the Personnel File.** Upon completion by the evaluator and any timely comments or attachments from the evaluatee are attached, the official copy of the evaluation form and attachments will be placed in the evaluatee's official personnel file. Both the evaluatee and the evaluator, if they so desire, may retain a copy of the evaluation form for their files.
- 6.14 Special Evaluations.** A confidential employee may be evaluated at any time upon written notice two weeks prior to the evaluation date.
- 6.15 Evaluation of Temporary Confidential Employees.** The evaluation of confidential employees serving in temporary appointments for six months or longer will consist of an informal evaluation at the midpoint of the appointment and a formal evaluation at the end.

WORKWEEK AND ABSENCE REPORTS

- 7.1 Workweek for Employees with an Exempt Status.** The regular workweek for management and supervisory employees in an exempt status is an average of 40 hours per week. Further, the actual work schedule for the individual employee will be determined by the employee and the supervising manager.
- 7.1.1 Absence Report.** All employees with an exempt status will complete an absence report form on a monthly basis to certify service rendered or use of any time of leave (e.g., sick leave, vacation, bereavement, etc.). Also, the immediate supervisor will be required to approve the absence report. In reporting time off (e.g., vacation, sick leave, etc.) on the monthly absence report, only full days off are to be reported.
- 7.1.2 Exceeds Normal Hours.** When work demands exceed normal working hours, said employees shall be free to take time equivalent to time worked in excess of 40 hours per week within a reasonable time period. Time off should be scheduled consistent with work demands and with prior approval of the immediate supervisor.
- 7.1.3 Works Holiday.** When work demands require an employee to work on a designated holiday, the employee will be given comparable time off within a reasonable time period. The need to work on a designated holiday must be approved by the immediate supervisor. Time off for working on a designated holiday should be scheduled consistent with work demands and with prior approval of the immediate supervisor.
- 7.2 Workweek for Employees with a Non-Exempt Status.** The regular workweek for full-time supervisory employees in a non-exempt status and confidential employees is 40 hours per week. A 30-minute or one-hour meal period will be scheduled in the middle of each day. Two 15-minute rest periods will be scheduled in the middle of each work period. Further, the actual work schedule for the individual employee will be determined by the employee and the supervising manager.
- 7.2.1 Absence Report.** All such employees will complete an absence report form on a monthly basis to certify service rendered or use of any time of leave (e.g., sick leave, vacation, bereavement, etc.). Also, the immediate supervisor will be required to approve the absence report. In reporting time off (e.g., vacation, sick leave, etc.) on the monthly absence report, all leaves are to be reported.
- 7.2.2 Exceeds Normal Hours.** Overtime pay for supervisory employees in positions designated as non-exempt and for confidential employees shall be computed at one and one-half times the regular rate of pay. Overtime includes work on a holiday, or work in excess of eight hours in any day or in excess of 40 hours in any week. All overtime must have prior approval of the Chancellor, Vice Chancellor, College President or designee. A list of supervisory positions and the corresponding exemption status as approved by the Governing Board are listed in the Appendix.
- 7.3 Summer Work Schedule.** Each District location will determine whether the summer work schedule will be effective on a year-to-year basis. In those years where it is to be implemented, the summer work schedule shall be from Monday following the end of the spring semester through the Friday two weeks before the first day of instruction of the fall semester. The summer work schedule for full-time managers, supervisors, and confidential employees may be either four

consecutive work days of ten hours each, Monday through Sunday or the normal five consecutive work days of eight hours each depending on operational need. The summer work schedule for employees will be approved by their respective supervisors.

- 7.4 Regularly Scheduled Night Work for Supervisory and Confidential Employees.** Supervisory and confidential employees assigned to a regular working schedule for one-half of their daily hours between 5:00 p.m. and midnight will be granted five-percent (5%) additional monthly pay. Those employees assigned to a regular working schedule for one-half or more of their daily hours between midnight and 6:00 a.m. will be granted seven and one-half (7.5%) percent additional monthly pay.
- 7.5 Alternative Workweek (4/10 or 9/80).** A 10-hour-per-day, 40-hour four-consecutive-day workweek (4/10) or an eighty-hour over nine-days-per-two-week period (9/80) may be established for managers, supervisors, and confidential employees subject to the approval of the District.
- 7.5.1 Reporting to Payroll and Human Resources.** Colleges or departments that approve employees for an alternative workweek schedule shall notify District Human Resources. District Human Resources shall make the necessary documentation changes and notify District Payroll. Employees on an alternative workweek schedule shall indicate the schedule on the bottom of the monthly time sheet (either 4/10 or 9/80).
- 7.5.2 Leave Accounts Charged for Actual Hours.** Earned paid leaves (i.e., sick, vacation, etc.) and leave without pay shall be recorded for the scheduled hours per day for the date of absence. For example, if an employee is on a 4/10 schedule and the employee is sick for a day, the time sheet shall reflect 10 hours of sick leave usage. The same shall apply to all other leaves. On a 9/80 schedule, if an employee works nine hours for eight days and eight hours on the ninth day, the time sheet shall reflect the leave hours appropriate for the specific day s/he was absent (either nine or eight).
- 7.5.3 Conversion of Leave Days to Reflect Alternative Workweek.** Leaves that are subject to a maximum number of days per year shall be recorded for the scheduled hours per day for the date of absence, and the hours shall be converted to daily equivalents based on an eight (8) hour day for full-time positions. Daily equivalents for part-time positions shall be proportional.

INSURANCE BENEFITS

- 8.1 Benefits.** Insurance benefits which provide a choice of health benefit plans, a dental plan, a vision service plan, and an employee assistance program, all with optional dependent coverage, and life insurance and salary continuance insurance for eligible employees, shall continue in effect from year-to-year unless and until changed by Governing Board action. Brochures describing current plans and COBRA continuation coverage are available from the Human Resources Office at each location. Actual coverage information must be ascertained at the time the benefit is utilized. Benefits include:
- 8.1.1 Health Insurance.** The District shall provide health insurance covering both employee and dependents.
 - 8.1.2 Dental Insurance.** The District shall provide a dental plan with provisions for \$2,000 dental and \$2,000 orthodontics for all regular employees and eligible dependents.
 - 8.1.3 Vision Insurance.** The District shall provide active employees and their dependents with a vision service plan.
 - 8.1.4 Employee Assistance Plan.** The District shall provide to active employees an employee assistance program to provide counseling and other services covering both employee and dependents.
 - 8.1.5 Salary Continuance Insurance.** The District shall purchase income protection coverage for eligible, active employees to provide a 60-day waiting period and a monthly benefit of two-thirds of salary to a maximum of \$9,000 per month.
 - 8.1.6 Life Insurance.** The District shall provide life insurance in the amount of \$50,000 with option to purchase \$100,000 added insurance (identified as supplemental \$50,000 and extended life \$50,000) and \$5,000 insurance for dependents at the employee's cost as a payroll deduction.
 - 8.1.6.1** The District will permit retired employees to purchase post-retirement converted life insurance, if available.
 - 8.1.6.1.1** The life insurance plan purchased by the retiree will be a "decreasing term life" policy.
- 8.2 Eligibility.** Employees shall be eligible for insurance benefits with the employee paying 12 percent of the monthly cost of their medical and dental premiums. For Management, Supervisory, and Confidential employees who are less than fulltime, the monthly cost means the net cost to the District after the employee's contribution. The District will pay for each employee the maximum monthly premium amounts established based on carrier and coverage of enrollment. If employed part-time, District premium payment will be proportionate based on the employee's specified work time.
- 8.2.1** The District shall contribute 88 percent of required premiums for regular employees who are regularly assigned to a 40-hour workweek and dependents.

8.2.1.1 The District may or may not pay the full premium for District-provided benefits in future years. Any changes in the District's contributions for benefits shall be discussed with the Management Council prior to the Board taking any definitive action.

8.2.2 All employees working less than full-time shall, upon request and at their option, be entitled to pro rata premium payments by the District.

Management, Supervisory, and Confidential employees who are less than full-time will pay 12 percent of the monthly cost of their medical and dental premiums.

8.2.2.1 District pro rata contributions for work assignments 20-39 hours per week shall be at the same ratio as the employee's regular work schedule bears to full-time service.

8.2.2.2 Regular employees who have work assignments between 12-19 hours per week will pay for 50 percent of the insurance premium and the District will pay 50 percent.

8.2.2.3 Requests for Leave of Absence without Pay. Insurance plan premium payments will be continued by the District for unpaid leaves of 20 working days or less. The employee will be required to reimburse the District for premium payments to continue coverage during leaves in excess of 20 working days.

8.2.2.4 Employees working less than 12 hours per week are not eligible for coverage.

8.2.3 Employees who must pay a portion of the insurance premiums shall have such premiums deducted from their paychecks on a monthly basis.

8.3 Double Coverage. Dependent family members of two employees/retirees under provisions of this manual are entitled to health plan coverage in one plan only. The employees/retirees may elect to join different health plans, but they are not entitled to coverage both as a subscriber and dependent.

For the Delta Dental Plan, each employee/retiree may be a subscriber and only one subscriber may carry the dependents.

8.4 Open Enrollment. Annually, between October 15 and November 15, there will be an open enrollment period for employees to change carriers with coverage to be effective December 1.

8.5 Cash Election In-Lieu-of Medical Benefits. Any employee who chooses not to receive health contributions by the District and who submits an affidavit of other coverage shall receive a monthly amount equal to the Kaiser active employee single rate. The employee shall receive the amount as a cash stipend in their regular payroll warrant. Effective January 1, 2018, the maximum monthly amount shall be \$600.

8.5.1 Loss of Coverage. Upon proof of the loss of health coverage specified in the affidavit, the employee shall be enrolled immediately in a District health plan of the employee's choice, subject to the approval of the carrier.

8.5.2 Section 125 Plan. Any salary received under this section can be, at the employee's option, diverted to a tax-sheltered annuity or IRS Section 125 plan.

8.5.3 Retiree Benefits Eligibility. Those retired employees who move outside the covered health plan serving area are entitled to receive the out-of-area cash-in-lieu benefit amount. Eligible employees retiring with 80 points receive 100 percent of the cash-in-lieu benefit amount. Eligible employees retiring with 70 points receive 50 percent of the cash-in-lieu benefit amount. For employees hired on or after July 1, 2005, there is no cash-in-lieu option once the retiree is Medicare eligible.

8.6 Domestic Partner Coverage. For the purpose of health, dental, and vision benefits, "domestic partnership" shall exist between two persons regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, and sign and file with the District the "Affidavit of Domestic Partnership" which includes the following statements:

8.6.1 The two parties have resided together for at least the prior six months and have chosen to share their lives in a committed relationship of mutual caring, similar to marriage, for an indefinite amount of time;

8.6.2 The two parties are not married or legally separated from anyone else, eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract.

8.6.3 Neither individual has had another domestic partner within the prior six months.

8.6.4 The two parties declare that they are each other's sole domestic partner; they are responsible for their common welfare, and are financially interdependent. "Financial Interdependence" means that the domestic partners have entered into a contractual commitment for financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts and joint liability for debts (such as mortgages and major credit cards.)). Financial interdependence is demonstrated by meeting at least two of the following conditions:

8.6.4.1 Hold a joint mortgage or lease

8.6.4.2 Designate a partner as the beneficiary of life insurance or retirement benefits

8.6.4.3 Designate a partner as primary beneficiary in a will

8.6.4.4 Assign a health care power of attorney to the partner

8.6.4.5 Jointly own a bank account or credit account

8.6.4.6 Jointly own a car

8.6.5 The two parties agree to notify the District in writing if there is any change in the circumstances attested to in the affidavit.

8.6.6 The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

8.6.7 Termination of the partnership shall not give to the non-employee domestic partner nor the dependents of the domestic partner the rights to the District COBRA coverage or Kaiser conversion coverage.

8.6.8 Domestic partner benefits are paid by the District. The District shall pay the monthly premium amounts for each employee's domestic partner and the domestic partner's dependents who meet the eligibility requirements of the plans in question.

8.6.8.1 Dependents of an employee's domestic partner who are legally adopted by the employee and who meet the eligibility requirements of the plans in question shall be eligible for coverage.

8.6.8.2 Except as provided above, domestic partners are eligible for continuing coverage through the group health, dental and vision benefits under the same provisions as the federal group continuation law known as "COBRA" or other applicable law upon termination of employment subject to the rules and regulations of the plans in which the employee is enrolled.

8.7 Continuation During Leave. The District will continue payment of the District's share of benefit plans in which the employee is enrolled when the employee is on paid leave or when the employee is on District-authorized additional illness leave without pay.

8.8 Continuation Upon Retirement. Employees who retire may continue and/or obtain employee and dependent family member coverage in the health and dental plans provided the eligibility requirements are met at the date of retirement. A "retired" employee shall be defined as one who has retired from service or retired with a disability and who is eligible or is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.

8.8.1 Eligibility. To be eligible for District premium payments, the retiree must have attained fifty-five years of age (members of STRS) or fifty years of age (members of PERS) and the sum of age and years of District service must total eighty or seventy points, dependent upon the date of hire and the date of retirement.

8.8.1.1 Employees hired on or after July 1, 2005, and their dependents will be eligible to continue receiving District-sponsored medical and dental benefits under current provisions until Medicare eligible.

8.8.1.2 Employees employed part-time and who meet the point eligibility may participate in District-paid retiree benefit coverage at a pro-rated percentage equal to the employee's final work assignment or the percentage contributed by the District for the employee at the date of retirement, whichever is higher.

8.8.2 District Contribution. The District shall pay for each retiree the maximum monthly premium amounts established based on carrier and coverage of enrollment.

Retirees may purchase participation in the Vision Service Plan (VSP) or the Employee Assistance Plan (EAP) by paying for one or both at the premium rate specified by the carrier for District retirees.

8.8.2.1 Employees Retired Prior to July 1, 1984 and Hired Prior to July 1, 1984. The District contribution for health and dental insurance for these designated employee groups are as follows:

- 8.8.2.1.1 Retired Prior to July 1, 1984.** Based on 100% of premium for retiree and dependents
- 8.8.2.1.2 Hired Prior to July 1, 1977 and Retired Prior to December 31, 1990.** Based on 100% premium for retiree and dependents.
- 8.8.2.1.3 Currently Active Employees Hired Prior to July 1, 1984.** The District will provide 100% of premium at the time of retirement for employee and dependents.
- 8.8.2.1.4 Cash Election In-Lieu-of Medical Benefits.** Retired employees hired prior to July 1, 1984 who choose not to receive health contributions by the District and who submit an affidavit of other coverage shall receive a monthly amount equal to the active employee Kaiser single rate. No retroactive cash-in-lieu-of medical benefits will be given prior to the first of the month following 30 days after January 28, 2004 (*Date of Board Approval of this Manual*).

8.8.2.2 Employees Hired on or after July 1, 1984, and Retired on or before June 30, 1996. The following point system shall apply:

- 8.8.2.2.1 80 Points.** Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. The minimum age at the date of retirement is 55 or more, and where the years of service when added together equals a minimum of eighty (80) (e.g., 55+25, 56+24, 57+23, 65+15, 70+10), the District shall pay 100 percent of the maximum premium amounts for the retiree and 50 percent of the premium requirements for the dependents.

- 8.8.2.2.1.1** The years of service need not be continuous when added to the age.

8.8.2.3 Employees Hired on or after July 1, 1984, and Retired on or after July 1, 1996. The following point system shall apply:

- 8.8.2.3.1 80 Points.** Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. The minimum age at the date of retirement is 55 (members of STRS) or 50 (members of PERS) or more, and where the years of service when added together equals a minimum of eighty (80) (STRS e.g., 55+25, 56+24, 57+23, 65+15, 70+10) (PERS e.g., 50+30, 51+29, 52+28, 65+15, 70+10). The District shall pay 100 percent of the maximum premium amounts for the retiree and 50 percent of the premium requirements for the dependents.

8.8.2.3.1.1 Retirees eligible for cash-in-lieu shall receive 100 percent of the benefit as specified in Section 8.5.3.

8.8.2.3.1.2 The years of service need not be continuous when added to the age.

8.8.2.3.2 70 Points. Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided

the following requirements are met at the date of retirement. The District shall pay 50 percent of the maximum premium amounts for the retiree and 25 percent of the premium requirements for the dependents, for retirees who have met eligibility by attaining 55 years of age (members of STRS) or 50 years of age (members of PERS), having worked full-time in the District for a minimum of ten (10) years, and where the sum of age and full-time years in the District equals a minimum of seventy (70) (STRS e.g., 55+15, 56+14, 57+13) (PERS e.g., 50+20, 51+19, 52+18).

8.8.2.3.2.1 Retirees eligible for cash-in-lieu shall receive 50 percent of the benefit as specified in Section 8.5.3.

8.8.2.3.2.2 The minimum ten years of service need not be continuous.

8.8.2.4 Employees Hired on or after July 1, 2005. The following point system shall apply:

8.8.2.4.1 80 Points. Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. The minimum age at the date of retirement is 55 (members of STRS) or 50 (members of PERS) or more, and where the years of service when added together equals a minimum of eighty (80) (STRS e.g., 55+25, 56+24, 57+23, 65+15, 70+10) (PERS e.g., 50+30, 51+29, 52+28, 65+15, 70+10). The District shall pay 100 percent of the maximum premium amounts for the retiree until Medicare eligible and 50 percent of the premium requirements for the dependents until Medicare eligible.

8.8.2.4.1.1 Retirees eligible for cash-in-lieu shall receive 100 percent of the benefit as specified in Section 8.5.3 until Medicare eligible. Once Medicare eligible, there is no cash-in-lieu eligibility for this group.

8.8.2.4.1.2 The years of service need not be continuous when added to the age.

8.8.2.4.1.3 Once Medicare eligible, should the retiree elect to stay on any District-sponsored health or dental plan, the retiree shall pay 50 percent of the District's cost for health and dental benefits. The spouse may stay in the District-sponsored health and dental plan, once Medicare eligible, by paying 100 percent of the District's premium cost.

8.8.2.4.2 70 Points. Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. The

District shall pay 50 percent of the maximum premium amounts for the retiree until Medicare eligible and 25 percent of the premium requirements for the dependents until Medicare eligible, for retirees who have met eligibility by attaining 55 years of age (members of STRS) or 50 years of age (members of PERS), having worked full-time in the District for a minimum of ten (10) years, and where the sum of age and full-time years in the District equals a minimum of seventy (70) (STRS e.g., 55+15, 56+14, 57+13) (PERS e.g., 50+20, 51+19, 52+18).

8.8.2.4.2.1 Retirees eligible for cash-in-lieu shall receive 50 percent of the benefit as specified in Section 8.5.3 until Medicare eligible. Once Medicare eligible, there is no cash-in-lieu eligibility for this group.

8.8.2.4.2.2 The minimum ten years of service need not be continuous.

8.8.2.4.2.3 Once Medicare eligible, should the retiree elect to stay on any District-sponsored health or dental plan, the retiree shall pay 50 percent of the District's cost for health and dental benefits. The spouse may stay in the District-sponsored health and dental plan, once Medicare eligible, by paying 100 percent of the District's premium cost.

8.8.2.5 Employees Hired on or after July 1, 2020. The following point system shall apply:

8.8.2.5.1 Once Medicare eligible, should the retiree elect to stay on any District-sponsored health or dental plan, the retiree shall pay 100 percent of the District's cost for health and dental benefits.

8.8.3 Participation in Medicare. All employees who retire from District service and become Medicare-eligible (currently age 65) are required to enroll in a Medicare-coordinated plan. Failure to enroll in a Medicare-coordinated plan after receiving 30 days' notice from the District of this requirement shall result in termination of health benefits. All persons who receive retiree health benefits must provide evidence to the District that they have

successfully enrolled in Medicare Part A or present documentation why they are not eligible to enroll. This will help the District in containing the costs related to health benefits. For retirees enrolled in District benefits the District will reimburse Medicare Part B for those retired with Medicare Part A.

8.8.4 Participation in Cost Containment Measures. All employees who retire on January 28, 2004, (*Date of Board Approval of this Manual*) or thereafter and who participate in the District's retiree health plans shall participate in reasonable cost containment measures as a condition of receiving benefits.

8.8.4.1 Reasonable cost containment measures proposed by the District shall be reviewed and discussed and agreement shall be attempted with the Management Council prior to any implementation of proposed cost containment measures. Any disagreements on cost containment measures may be appealed to the Governing Board. The Management Council is not waiving any legal rights it may have relative to any disagreement concerning reasonable cost containment measures.

8.9 Disability Retirement.

8.9.1 Employees Hired Prior to July 1, 1984. The following provisions shall apply:

Any employee who retires from the District on STRS or a PERS-approved disability retirement shall have a waiver of the minimum eligibility requirements for health and dental plan coverage and shall receive District insurance contributions in the same amounts as though regularly retired. (Mgmt. 8.4)

8.9.2 Employees Hired on or after July 1, 1984. The following provision shall apply:

8.9.2.1 At ten (10) years of service, the disabled employee is eligible to have the District pay fifty percent (50%) of the maximum premium amounts for the retiree and twenty-five percent (25%) of the premium requirements for the dependents.

8.9.2.2 If the disabled employee has worked full-time in the District for a minimum of fifteen (15) years, s/he is eligible to have the District pay one hundred percent (100%) of the maximum premium amounts for the retiree and fifty percent (50%) of the premium requirements for the dependents.

8.9.3 The years of service need not be continuous.

8.10 Continuation at Retiree's Expense. Any employee who retires under STRS or PERS with a minimum of ten years District service, but without attaining the minimum eligibility requirements, may continue in District-approved insurance programs when not enrolled or covered in a non-District insurance program, provided full premium payments are paid to the District quarterly in advance. The retiree may, at her/his option, continue dependent coverage under the same conditions.

8.10.1 The minimum ten years of service need not be continuous.

8.11 Continuation for Surviving Spouse and/or Dependents*

8.11.1 Continuation for Surviving Spouse and/or Dependents for Retirees Who Retired Prior to July 1, 1984. In accordance with the policy in effect on June 30, 1984, upon the death of any retired officer or employee, his or her surviving spouse and/or eligible dependents, shall be permitted to continue to participate in the District health and dental benefit plans in which they were enrolled at the time of the officer or employee's death for six (6) months and the District shall pay the full cost of all plan premiums for this period. After six months, the spouse and dependents may remain in their plan by paying the full premium(s) to the District which is equal to the premiums the District pays for their coverage.

The District's obligation under this section 8.11.1 is based on the Judgment Approving Settlement of Class action in Contra Costa County Superior Court Action No. 302814 which covers eligible retirees retiring before July 1, 1984 and their spouses/dependents. Domestic partners of these retirees are eligible for continued benefits to the extent required by law. See Health and Safety Code 1374.58. Because the right of domestic partners to these benefits is based on statute, they acquire no vested right to continuation of these benefits in the absence of such authorizing legislation.

8.11.2 Continuation for Surviving Spouse and/or Dependents for Retirees Who Were First Employed before July 1, 1984, Who are Eligible for District-Paid Health and Dental Coverage and Current Employees. Upon the death of a retiree or active employee, a surviving spouse and/or dependents, if any, shall continue to receive benefits for health and dental coverage for a six (6) month period from the date of death. After six months the surviving spouse and/or dependents may, at their option, remain in the health and dental insurance program by paying the full premium amounts equal to the premiums the District pays for their coverage.

The District's obligation under this section 8.11.2 is based on the Judgment in Contra Costa County Superior Court Action No. 302815 which covers eligible retirees who were first employed prior to July 1, 1984, and their spouses/dependents. Domestic partners of these retirees are eligible for continued benefits to the extent required by law. See Health and Safety Code 1374.58. Because the right of domestic partners to these benefits is based on statute, they acquire no vested right to continuation of these benefits in the absence of such authorizing legislation.

* Reference: Judgment Approving Settlement of Class Action, Case No. 302814, Section II Definitions and Eligibility #5, filed July 15, 1988;
Judgment Granting Peremptory Writ of Mandate, Case No. 302815, 1d;
Minutes of the Governing Board of the CCCC, April 30, 1997, pp. 884-885

8.12 Enrolling for Retiree Benefits.

8.12.1 Employees who have health coverage at the time of retirement and who meet the eligibility requirements for retiree benefits shall continue with their existing enrolled health plans, but may, at their option, change health plans at a later date during the open enrollment periods or upon a qualifying life event as determined by the respective health plans.

- 8.12.2** Employees eligible for retiree benefits who use the cash-in-lieu-of medical plan and who want health plan coverage after retirement may, upon retirement, elect to enroll in a District-covered health plan which would become effective the first day of the month following retirement.
- 8.12.2.1** Employees eligible for retiree benefits who use the cash-in-lieu-of medical plan and who want health plan coverage beginning the first day of retirement should enroll in the covered health plan no later than the last open enrollment period prior to retirement.
- 8.12.2.2** Employees who are on the cash-in-lieu-of plan prior to retirement may also enroll in a covered health plan at the next open enrollment period post retirement.
- 8.12.2.3** Retired employees residing in out-of-service areas are eligible to receive the out-of-the-area cash-in-lieu plan.
- 8.12.3** Retirees may change plans or coverages only during a District open enrollment period or after a qualifying life event as determined by the respective health plans.
- 8.13 Air Travel Insurance.** The District shall provide air travel insurance, in an amount established by the Governing Board, for accidental death resulting while on official District business on a scheduled airline. No more than ten persons from the District shall be scheduled on any flight.
- 8.14 Flexible Spending Program (125 Plan).** The District shall provide to regular employees an Internal Revenue Service Section 125 Plan, with a District-approved program administrator, to cover medical and dependent care expenses.

Historical Annotation:
Adopted 1/28/04
Revised 5/25/05
Second Revision 9/10/14
Third Revision 2/22/17
Fourth Revision 12/14/17
Fifth Revision 11/13/19

Related Board Policies:
MSC 8.0 - Board Policy 2051

Related Procedures:
MSC 8.0 - Human Resources Procedures 1120.01, 1120.02, 1120.03, 1120.04, 1120.06, 1120.07, 1120.08, 1120.10
MSC 8.1 - Human Resources Procedure 1120.01, 1120.02, 1120.03, 1120.04, 1120.06, 1120.10
MSC 8.1.4 - Human Resources Procedure 1120.11
MSC 8.1.5 - Human Resources Procedures 1120.01, 1120.04
MSC 8.1.6 - Human Resources Procedures 1120.01, 1120.03
MSC 8.5 - Human Resources Procedures 1120.01, 1120.02
MSC 8.6 - Human Resources Procedure 1120.10
MSC 8.8 - Human Resources Procedure 1120.07, 1120.08
MSC 8.14 - Human Resources Procedure 1120.09

LEGALLY REQUIRED BENEFITS

- 9.1 State Teachers' Retirement System.** All academic management and supervisory employees in the management and supervisory classifications will become members of the State Teachers' Retirement System as required by law, with the exception of those employees who previously held membership in PERS and who have elected to retain that membership. The employee's contribution is prescribed by law and is deducted from the employee's paycheck. Should the employee terminate employment, s/he may apply to the State Teachers' Retirement System to withdraw accumulated funds. The employee may leave funds in the system if s/he has a total of five years of credited service. Legislation provides that all academic employees may retire at age fifty-five or older.
- 9.2 Public Employees' Retirement System.** All classified employees will become members of the Public Employees' Retirement System as required by law, with the exception of those employees who previously held membership in STRS and who have elected to retain that membership. The employee's contribution is prescribed by law and is deducted from the employee's paycheck. Should the employee terminate employment, s/he may apply to the Public Employee's Retirement System to withdraw the accumulated funds. The employee may leave funds in the system if s/he has a total of five years of credited service with one or more employers covered by PERS. Legislation provides that all members of the classified service may retire at age fifty or older.
- 9.2.1 Safety PERS Benefit.** Management and Supervisory employees who are sworn peace officers shall receive the 2% at 50 Safety PERS Plan from the Public Employees' Retirement System. In exchange for going to the 2% at 50 PERS Plan, such employees agree that the impacted sworn peace officers will drop out of Social Security. The District's and the employees' share of Social Security will then be used to help subsidize the costs of this program.
- 9.3 Social Security System.** All classified employees (except as noted above) are required to contribute to the Federal Social Security System. The rate and maximum contributions are established in law, and the District contributes an equal amount.
- 9.4 Unemployment Insurance.** All employees are covered, at District expense, by State Unemployment Insurance.
- 9.5 Workers' Compensation Insurance.** All employees are covered by Workers' Compensation Insurance through a joint powers arrangement with Contra Costa County school districts. Coverage is provided for injuries arising out of or occurring in the course of employment.
- 9.6 Medicare Insurance.** All classified employees are required to contribute to Medicare insurance. All academic employees who were employed after April 1, 1986 are required to contribute to Medicare insurance. The rate is established in law, and the District contributes an equal amount.

HOLIDAYS

10.1 Holidays. The District agrees to provide all employees with the following paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- President's Day
- Native American Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Year's Day

Five additional Governing Board granted holidays during the Christmas holiday recess period with the dates to be determined by the Board annually after the college calendar has been adopted.

10.2 Holidays on Saturday or Sunday. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on Sunday, the following Monday shall be deemed to be the holiday.

10.3 Holiday Eligibility. An employee must be in paid status on either the working day immediately preceding or following the holiday to be paid for the holiday.

VACATION PLAN

11.1 Vacation Entitlement.

11.1.1 Managers/Supervisors. Vacation time for management and supervisory employees is earned at the rate of 2.083 days (16.67 hours) per month. Vacation time must be earned before it can be used. Advanced vacation days are now only included in individual employment contracts.

11.1.1.1 If employment is terminated prior to the end of the year and unearned vacation time has been used, the pay for days taken in advance will be deducted from the final paycheck.

11.1.2 Confidential Employees. Vacation time for confidential employees is earned at the rate of 1.92 days (15.33 hours) per month. Vacation time must be earned by confidential employees before it can be used.

11.1.2.1 After 10 years of service, which need not be continuous, vacation is earned at the rate of 2.083 days (16.67 hours) per month.

11.1.3 Vacation time which is not used may be carried forward, but in no event will an employee be allowed to accumulate more than 45 days (360 hours). Vacation time accrued beyond the 45-day limit will be converted to an employee's Personal Catastrophic Leave Bank on a monthly basis. Academic managers who elect to be advanced their 25-day annual entitlement on July 1 may exceed the 45-day maximum for the months of July and August each year.

11.1.3.1 Hours in an employee's Personal Catastrophic Leave Bank may only be used after an employee has exhausted his/her regular sick leave.

11.1.3.2 The District shall track any hours remaining in an employee's Personal Catastrophic Leave Bank of those employees who retire or separate.

11.1.3.3 Hours rolled into an employee's Personal Catastrophic Leave Bank are not reportable to PERS or STRS.

11.1.4 In the event of resignation, retirement, or termination, an employee will be compensated at the appropriate salary rate for accumulated vacation not to exceed 45 days.

11.2 Changing Vacation Days to Sick Leave. An employee who becomes ill during the employee's prescribed vacation period may be placed on sick leave under the following conditions:

11.2.1 The illness is of a nature that would preclude the effective use of vacation and would prevent the employee from performing her/his normal duties if s/he were scheduled for duty.

- 11.2.2** The employee must furnish a certificate from a licensed physician verifying the nature of the illness and the period of disability. This verification must be submitted to the District Human Resources Office within one week of her/his return to duty with a request to change from vacation days to sick leave.
- 11.2.3** The District is under no obligation to extend the vacation period beyond the regularly scheduled time.

HEALTH AND SAFETY

- 13.1 Safety Policy.** Every employee shall be provided a safe place and safe conditions in which to work. To this end, every effort will be made in the interest of accident prevention, fire protection and health preservation. The District shall make every effort to conform to, and comply with all health, safety and sanitation requirements of the California Occupational Safety and Health Act.
- 13.2 Responsibility.** It shall be the District's responsibility to conduct periodic safety inspections, to communicate the results of those inspections to the areas affected and to provide safety training where indicated. Each employee shall report, in writing, any alleged unsafe conditions in the working environment to her/his supervising manager. The supervising manager shall respond in writing to the employee on the alleged conditions.
- 13.3 Health Hazard Communication Program.** The District's written Health Hazard Communication Program meets the requirements of California's "Right To Know Law." Employees are provided important health and safety information about hazardous substances used in the workplace and comprehensive training if they may be potentially exposed to such substances.
- 13.4 Drug-Free Workplace**
- 13.4.1 Policy.** It is the policy of the District to maintain a drug-free workplace. This District seeks to ensure all employees are free from the effects of drug use during work hours, and that drugs are not permitted on District premises. A drug-free workplace is essential to maintaining the health, safety and efficiency of operations, and the health and safety of employees, students and the public.
- 13.4.2 Implementation.** Employees shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances prohibited on District property, during District-sponsored trips, activities or workshops, and in any facility or vehicle operated by the District.. An employee who violates this policy shall be subject to appropriate disciplinary action, including the possibility of discharge, in accordance with Board Policy on discipline and the Education Code. Employees, as a condition of employment, must abide by this policy and notify the District within five days of any criminal drug-statute conviction for a violation occurring in the workplace.
- 13.5 Damage to Personal Effects.** The District will pay for replacing or repairing personal effects normally worn or required which are damaged in the line of duty without fault of the employee. The value of such item(s) shall be determined as of the time the damage was incurred. If unrepairable, the actual value of such item(s) shall be paid to a maximum of \$125 dollars.

Reports of damage shall be given to the immediate supervisor as soon as possible after damages occur. Claims for replacing personal effects shall be given to the immediate supervisor, and, upon approval by College President, Vice Chancellor, or designee, reimbursement shall be made to the employee upon presentation of receipt(s).

DISCIPLINARY ACTION OR DISMISSAL

- 14.1 Management, Supervisory, and Confidential Employees.** Management, supervisory, and confidential employees are expected to conduct themselves in a professional and ethical manner at all times. A breach of this conduct is cause for suspension, demotion or dismissal. At the same time, the employee shall be protected from false or unfair allegations.

The procedures outlined in this section shall not apply to probationary employees. (Refer to Section 4 of this manual.)

Board Action Required. Action by the Governing Board is required in all cases of suspension, demotion and dismissal of a management, supervisory, or confidential employee.

- 14.1.1 Academic Managers/Supervisors.** Academic managers/supervisors serve at the pleasure of the Governing Board and may be dismissed by the Governing Board with or without cause. An academic manager/supervisor who does not receive a notice of non-reemployment by March 15th of an academic year shall be deemed to be reemployed for the full succeeding academic year. If the District determines that it wishes to take disciplinary action during the academic year separate from a March 15th notice, the causes of action and hearing process shall be the same as that found in Board Policy 2040.

- 14.1.2 Classified Managers, Supervisors, and Confidential Employees.** Notwithstanding prior regulatory issuances or provisions in individual classification descriptions, henceforth, with the publication of this revision of this manual, all classified confidential employees who are not issued contracts for employment under Education Codes Section 72411 shall be deemed permanent employees after serving a successful initial probationary period of one year.

- 14.1.2.1** If the employee had no previous permanency in another classification within the Classified Service of the District, the employee has no right to an evidentiary hearing.

- 14.1.2.2** A terminated probationary employee shall have retreat rights to her/his most recently held former classification, including former salary placement.

- 14.1.2.2.1** If that classification no longer exists, or the classification has been retitled, but maintains the essential duties and responsibilities of the previously held classification, s/he shall have retreat rights in descending order to existing (or retitled) previously held classifications in which s/he held permanency.

- 14.1.2.2.2** If the District, in terminating the probationary employee with prior permanency rights, also proposes to terminate the employee from the District, the employee is entitled to a hearing as outlined in Board Policy 2040.

- 14.1.2.3** A classified manager, supervisor, or confidential employee who has permanent status may be suspended, demoted or dismissed for cause. The causes deemed sufficient and the processes for disciplinary action of a permanent classified manager, supervisor, or confidential employee shall be in accordance with Board Policy 2040.

14.2 Disciplinary Notice. The employee is to be served a written notice of the Chancellor's (or designee's) recommendation of suspension, demotion, or dismissal to the Governing Board. Such notice shall include the following:

- 14.2.1** A statement in ordinary and concise language of the specific acts and omissions upon which the proposed action is based, including evidence and witnesses to support the charges.
- 14.2.2** The disciplinary action recommended.
- 14.2.3.** The cause(s) or reason(s) for the action taken.
- 14.2.4** A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
- 14.2.5** A statement of the employee's right to a Preliminary Hearing before a Skelly hearing officer and/or an Evidentiary Hearing on the charges before the Governing Board or a hearing officer.
- 14.2.6** A form which constitutes a demand for a hearing and either 1) a denial of some or all of the charges or 2) acceptance of the charges, but a dispute over the proposed discipline. If the employee is accepting some or all of the charges, the employee must indicate which charges s/he is accepting.

14.3 Preliminary Hearing

- 14.3.1 Demand for Preliminary Hearing.** Such Demand for Preliminary Hearing form shall be delivered, on or before the sixth (6th) working day after receipt of the notice of charges, to the Office of the Vice Chancellor of Human Resources and Organizational Development. In the absence of a demand for a preliminary hearing, the Board shall act upon the recommendation after the time period for a preliminary hearing demand has expired.

Delivery means either hand delivered, faxed, or received via the U.S. mail.

Receipt of the Notice of Charges means that the charges were either hand delivered to the employee, or if mailed, mailed certified mail return receipt requested via the U.S. mail to the employee's last known home address on file in the District's Human Resources Information System. If mailed by U.S. mail, receipt is assumed on the sixth U.S. mail delivery day following the District's mailing of the charges.

14.3.2 Preliminary Hearing. All employees who receive a Notice of Charges and submit a demand for a preliminary hearing shall be allowed to have a pre-evidentiary (Skelly) hearing before the Vice Chancellor of Human Resources and Organizational Development. The Vice Chancellor shall have the right to reject, amend, or continue the proposed disciplinary action. If the decision after the Preliminary Hearing is to amend or continue the proposed disciplinary action, the action shall be implemented pending an Evidentiary Hearing before the Governing Board or a hearing officer. If the final decision of the evidentiary hearing rescinds or modifies the action to a lesser penalty, the employee shall be eligible for retroactive restitution.

14.3.2.1 If the Preliminary Hearing Officer amends the proposed disciplinary action, the amendment shall not provide for a greater adverse action than originally proposed.

14.3.2.2 The Chancellor or designee (not a regular District employee) shall be the preliminary hearing officer in cases involving the Executive Staff.

14.3.3 Notice of Decision of Preliminary Hearing. The employee shall be sent the Notice of Decision of Preliminary Hearing within five (5) working days from the conclusion of the hearing. If the Notice of the Decision of Preliminary Hearing contains an action to either amend or continue the proposed decision, the employee shall receive a form that constitutes a denial of the charges and a demand for an Evidentiary Hearing.

14.4 Evidentiary Hearing

14.4.1 Demand for an Evidentiary Hearing. The Demand for an Evidentiary Hearing Form must be received by District Human Resources on or before the sixth (6th) working day after receipt of the Notice of the Decision of Preliminary Hearing to the Office of the Vice Chancellor of Human Resources and Organizational Development. In the absence of a demand for an Evidentiary Hearing, the Board shall act upon the recommendation after the time period for an evidentiary hearing demand has expired.

Delivery means either hand delivered, faxed, or received via the U.S. mail.

Receipt of the Notice of the Decision of Preliminary Hearing means that the decision was either hand delivered to the employee, or if mailed, mailed via the U.S. mail return receipt requested to the employee's last known home address on file in the District's Human Resources Information System. If mailed by U.S. mail, receipt is assumed on the sixth U.S. mail delivery day following the District's mailing of the notice.

14.4.2 Evidentiary Hearing. Evidentiary hearings shall be held by the Governing Board or in the alternative by a three-member sub-committee of the Governing Board or hearing officer selected by the Governing Board (in which case the District would pay all expenses for the hearing officer) or a mutually selected hearing officer (in which case the cost of the hearing officer would be split between the District and the employee or employee's representative). If the employee chooses to use a mutually selected hearing officer, and the parties cannot agree on a hearing officer, the District shall request a list of seven potential hearing officers from the California State Mediation Service and selection shall be done by means of alternate striking. For hearings conducted by a Board sub-committee or a hearing officer, the hearing findings shall be advisory to the full Governing Board. Only the Governing Board shall have the authority to make the final decision.

- 14.4.2.1 Hearing Held within 60 Days.** Such hearing shall be held within 60 days whenever administratively possible, unless extended by mutual agreement.
 - 14.4.2.2 Closed Session.** The hearing shall be held in closed session unless the employee requests an open/public hearing.
 - 14.4.2.3 Presiding Officer.** Hearings will be presided over by the presiding officer of the Board, the Board member designee, or the hearing officer.
 - 14.4.2.4 Rights to Representation.** The employee shall have a right to appear in person on her/his own behalf, with counsel, or such representatives as s/he requests to represent her/his defense.
- 14.4.3 Evidentiary Hearing Procedure.** The presiding officer/hearing officer shall conduct the hearing and rule on questions, evidence and procedure.
- 14.4.3.1** Either party may call witnesses, introduce evidence, testify and question witnesses.
 - 14.4.3.2** The charging party has the burden of proof and shall first present evidence and testimony.
 - 14.4.3.3** Normal procedures shall be followed, i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party.
 - 14.4.3.4** Hearings will be recorded at the request of the parties or the presiding officer/hearing officer.
- 14.4.4 Evidentiary Hearing Decision.** The following procedures shall apply for the evidentiary hearing decision:
- 14.4.4.1 Hearing Officer Decision.** Recommendations shall be advisory only and shall be submitted to the Board in writing, stating the facts, findings and a recommended decision.
 - 14.4.4.2 Board Sub-Committee.** Recommendations shall be advisory only and shall be submitted to the Board in writing, stating the facts, findings and a recommended decision.
 - 14.4.4.4 Board Acting as a Hearing Body.** The Board may make its decision at the hearing, or take the matter under consideration for decision at a specified future time. Where the Board itself upholds a disciplinary action, it shall state the facts found and upon which its decision is based. If the appeal of the employee was sustained in the proposed decision or by the Board, the Board shall order all such records pertaining to the charges expunged from the employee's personnel file. The Board's findings and decisions shall be:

- X Expressed in writing and a copy provide to the employee.
- X Effective when announced in public session.
- X Final and conclusive.

14.5 Temporary Removal. The Chancellor or her/his designee may temporarily remove an employee with pay from duty pending action by the Preliminary Hearing Officer. Prior to such removal, other than emergencies, the employee shall be served notice in accordance with 14.2 - Disciplinary Notice. Where an emergency is deemed to exist, such notice shall be furnished the employee within five (5) working days.

14.6 Limits on Disciplinary Action. No disciplinary actions shall be taken for any cause which arose prior to the employee becoming permanent nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by the employee when it could reasonably be assumed the employee should have disclosed the facts to the District. Disciplinary action taken shall be commensurate with the offense charged.

14.7 Disciplinary Action Resulting in Demotion. If the District determines that the appropriate discipline for an employee is demotion to a lower classification in which the employee held permanency, the District must indicate in the proposed disciplinary action whether the employee is going to be demoted and allowed to exercise retreat rights that would include displacing an existing employee or if the employee will be demoted and allowed to be placed only in a vacant position in the classification.

COMPLAINTS BY MANAGEMENT, SUPERVISORY, AND CONFIDENTIAL EMPLOYEES

This procedure applies to all employees who are assigned to positions designated as management, supervisory, or confidential.

- 15.1 Attempt to Resolve.** It is the intent of this procedure to provide an opportunity for management, supervisory, and confidential employees to resolve expeditiously any complaint related to their employment with the District. Furthermore, it is the intent to encourage all parties to make every reasonable effort to resolve such complaints at the first level possible. Employees may request the assistance of the District Management Council at any step of the process.
- 15.2 Administrative Channels.** When a management, supervisory, or confidential employee wishes to make a complaint regarding matters related to employment in the District, the employee is to bring the complaint to the attention of his/her immediate supervisor. If the complaint is not resolved at that level within a reasonable time period, the employee may take the complaint through regular administrative channels up to and including the Chancellor of the District.
- 15.3 Meeting with the Governing Board.** In the event such a complaint is not resolved through regular administrative channels, the employee may meet with the Governing Board in closed session. At such a meeting the employee will provide the Board with a written statement of the complaint and give the Board a brief oral statement of the complaint. Also the employee must, both in writing and orally, indicate to the Board the course of action which would satisfy the complaint.
- 15.4 Governing Board's Decision Final.** The Governing Board may ask questions of the employee and will ask the Chancellor for a recommendation. The Governing Board will provide the employee with its decision within 30 days of the session. The Governing Board's decision is final.

TEACHING BY MANAGERS, SUPERVISORS, AND CONFIDENTIAL EMPLOYEES

- 16.1 Faculty Contract Stipulation.** Any teaching will be in accordance with the United Faculty contract provisions.
- 16.2 Teaching by Managers and Exempt Supervisory Employees.**
- 16.2.1** The employee must meet the qualifications outlined in the particular discipline covering the part-time teaching assignment.
- 16.2.2 During Regular Duty Hours.** Exempt management/supervisory employees may teach at no additional compensation during the hours they are officially on duty, with the consent of their supervising manager in addition to the College President, Vice Chancellor, Human Resources and Organizational Development, or Chancellor.
- 16.2.3 Compensation.** Managers and supervisors, with the approval of the Chancellor, Vice Chancellor, Human Resources and Organizational Development or the College President, may teach extended day or Saturday courses during the summer or fall and spring terms with salary based on class and step placement on the appropriate teaching salary schedule.
- 16.3 Teaching by Non-Exempt Supervisors and Confidential Employees.** Non-exempt supervisors and confidential employees may teach on a part-time basis subject to Human Resources Procedure 3070.05. Classified teaching procedures include the following requirements:
- 16.3.1** The employee must meet the qualifications outlined in the particular discipline covering the part-time teaching assignment.
- 16.3.2** The employee has applied for a part-time teaching assignment and been approved for the assignment pursuant to normal District practices.
- 16.3.3** If a part-time faculty position is offered to a classified employee and the hours of teaching would impact the employee's regularly scheduled hours, days, or months of classified employment, the employee must obtain the written permission of her/his immediate supervisor. However, in no circumstances shall classified employees be allowed to adjust their regular classified furlough periods (if any) to provide instructional services. Further, classified employees shall not be allowed to provide instructional services on a voluntary basis.
- 16.3.4** The request to utilize a classified employee for a part-time teaching assignment has been submitted to District Human Resources for review and been approved prior to the employee beginning the part-time teaching assignment.
- 16.3.5** Salary class and step placement on the salary schedule for adjunct faculty shall be in accordance with the methodology outlined in the United Faculty collective bargaining agreement.

16.3.6 Under certain circumstances, classified employees may be eligible for overtime for teaching part-time. Human Resources Procedure 3070.05 shall be utilized in determining overtime eligibility. If overtime eligibility under the procedure would result in a class and step placement on the salary schedule for adjunct faculty higher than normally allowed, the employee shall have two options:

16.3.6.1 If the combined classified hours and part-time teaching assignment exceed 40 hours worked in a week, the employee will be required to reduce the classified hours worked that week by taking either unpaid leave or paid vacation so that the combined classified and teaching hours worked do not exceed 40 in that week. This option is only available if approved by the employee's immediate supervisor.

16.3.6.2 If the combined classified hours and part-time teaching assignment exceed 40 hours worked in a week, the employee can decline the offered part-time teaching assignment.

Academic and Classified Manager/Supervisor Evaluation Cycle-At-A-Glance*

KEY	Goal Review: Review goals for upcoming year and accomplished goals for previous year with Evaluator. Regular Evaluation: Evaluation completed by Evaluator with goal review and self-evaluation included. Comprehensive: Behavioral survey sent to appropriate participants, returned and compiled, reviewed by Evaluator prior to completion of evaluation. Includes goal review and self-evaluation.	APPENDIX A-1
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NEW HIRE / NEW POSITION		REGULAR CYCLE**				
MONTH	PROBATIONARY YEAR Comprehensive Evaluation	MONTH	YEAR 1 Goal Review	YEAR 2*** Regular Evaluation	YEAR 3 Goal Review	YEAR 4*** Comprehensive Evaluation
MONTH 1	<ul style="list-style-type: none"> <u>Evaluator/evaluatee</u>: Use Goal/Objective Worksheet (Appendix A-2) to set goals for first year 	JULY	<ul style="list-style-type: none"> <u>Evaluatee</u>: Finalize Goals/Objectives (if not already completed at June Planning Conference) <u>Next-higher manager</u>: Send previous year Final Evaluation (Appendix A-3) to District Office by 7/15 for review by Chancellor <u>District HR</u>: Final Evaluations processed 		<ul style="list-style-type: none"> <u>Evaluatee</u>: Finalize Goals/Objectives (if not already completed at June Planning Conference) <u>Next-higher manager</u>: Send previous year Final Evaluation (Appendix A-3) to District Office by 7/15 for review by Chancellor <u>District HR</u>: Final Evaluations processed 	
MONTH 6	<ul style="list-style-type: none"> <u>Evaluator</u>: Hold Goal Review / Pre-Evaluation meeting <u>Evaluator/evaluatee</u>: Develop participant list for comprehensive evaluation <u>Academic Evaluatee</u>: choose faculty liaison 	DECEMBER		<ul style="list-style-type: none"> <u>Evaluator/evaluatee</u> (Optional): Hold Pre-evaluation conference 		<ul style="list-style-type: none"> <u>Evaluator/evaluatee</u> (Optional): Hold Pre-evaluation conference <u>Evaluator/evaluatee</u>: Select survey participant list <u>Local Academic Senate President & Evaluatee (Academic Manager)</u>: Develop survey participant list <u>Evaluatee (Academic manager)</u>: Choose faculty liaison

* Intermediate or regularly scheduled meetings throughout the year are encouraged.

** The cycle is a continuum repeated every four years.

***Evaluator or Evaluatee may request a regular or comprehensive evaluation in any year.

Academic and Classified Manager/Supervisor Evaluation Cycle-At-A-Glance*

NEW HIRE / NEW POSITION		REGULAR CYCLE**					APPENDIX A-1
MONTH	PROBATIONARY YEAR Comprehensive Evaluation	MONTH	YEAR 1 Goal Review	YEAR 2*** Regular Evaluation	YEAR 3 Goal Review	YEAR 4*** Comprehensive Evaluation	
MONTH 8	<ul style="list-style-type: none"> <u>Evaluator:</u> Distribute online Behavioral Skills Survey (Appendix A-5) 	MARCH				<ul style="list-style-type: none"> <u>Evaluator:</u> Behavioral Skills Survey (Appendix A-5) distributed 	
		APRIL				<ul style="list-style-type: none"> <u>Evaluator and Faculty Liason:</u> Behavioral Skills Survey (Appendix A-5) returned 	
MONTH 9	<ul style="list-style-type: none"> <u>Evaluator:</u> Behavioral Skills Surveys (Appendix A-5) electronically returned & compiled <u>Evaluatee:</u> Completes Self Evaluation (Appendix A-4) 	MAY	<ul style="list-style-type: none"> <u>Evaluatee:</u> Review & update Goal/Objective Worksheet (Appendix A-2) 	<ul style="list-style-type: none"> <u>Evaluatee:</u> Complete Self Evaluation (Appendix A-4) 	<ul style="list-style-type: none"> <u>Evaluatee:</u> Review & update Goal/Objective Worksheet (Appendix A-2) 	<ul style="list-style-type: none"> <u>Evaluatee:</u> Complete Self Evaluation (Appendix A-4) <u>Faculty Liaison:</u> Complete Faculty Evaluation Summary (Appendix A-3, Part III) <u>Evaluator:</u> Complete draft of Final Evaluation (Appendix A-3) 	
MONTH 10	<ul style="list-style-type: none"> <u>Evaluator:</u> Completes Final Evaluation (Appendix A-3) <u>Evaluator:</u> Review with next up line manager <u>Evaluator:</u> Hold Evaluation Conference <u>Evaluator:</u> Finalize Final Evaluation (Appendix A-3) by the end of the 12th month of employment) <hr/> <ul style="list-style-type: none"> <u>Evaluator/evaluatee:</u> Planning Conference Use Goal/Objective Worksheet (Appendix A-2) to set goals for next 2-year cycle 	JUNE	<ul style="list-style-type: none"> <u>Evaluator/evaluatee:</u> Goal Review meeting <ul style="list-style-type: none"> Report on progress towards goals Revise goals as appropriate 	<ul style="list-style-type: none"> <u>Evaluator:</u> Complete Final Evaluation (Appendix A-3) <u>Evaluator/evaluatee:</u> Regular Evaluation conference <ul style="list-style-type: none"> Behavioral Skills Summary (Part I) Progress Towards Agreed Upon Goals/Objectives for Current Year (Part II) <u>Evaluator:</u> Forward completed Final Evaluation to next higher-level manager <hr/> <ul style="list-style-type: none"> <u>Evaluator/evaluatee:</u> Planning Conference Use Goal/Objective Worksheet (Appendix A-2) to set goals for next 2-year cycle (finalize by 6/30) 	<ul style="list-style-type: none"> <u>Evaluator/evaluatee:</u> Goal Review meeting <ul style="list-style-type: none"> Report on progress towards goals Revise goals as appropriate 	<ul style="list-style-type: none"> <u>Evaluator:</u> Complete Final Evaluation (Appendix C) <u>Evaluator/evaluatee:</u> Comprehensive Evaluation conference Discuss: <ul style="list-style-type: none"> the returns of the Behavioral Skills Survey (Appendix A-5) Review: <ul style="list-style-type: none"> Behavioral Skills Summary (Part I) Progress Towards Agreed Upon Goals/Objectives for Current Year (Part II) Complete: (Evaluator) <ul style="list-style-type: none"> Certification of Service for Academic Managers/Supervisors (Appendix A-7) <u>Evaluator:</u> Forward completed Final Evaluation to next higher-level manager <hr/> <ul style="list-style-type: none"> <u>Evaluator/evaluatee:</u> Planning Conference Use Goal/Objective Worksheet (Appendix A-2) to set goals for next 2-year cycle (finalize by 6/30) 	

**MANAGEMENT/SUPERVISORY
GOAL/OBJECTIVE WORKSHEET
(Insert Fiscal Year)**

Employee Name _____ **Title** _____

Directions: Use this worksheet to identify 3-5 goals/objectives that align with the District and college strategic goals. Indicate Objectives (Action Steps), Performance Measures, and a Targeted Completion Date that will help you achieve these goals/objectives within your next two-year review cycle.

In the template below, each location shall record the current Districtwide Goals and Objectives and the current college goals.

DISTRICTWIDE GOAL 1:			
CORRESPONDING COLLEGE GOALS (Crosswalk)			
1. 2. 3.			
Districtwide Objective	Evaluatee Objective(s) (Action Steps)	Performance Measures	Targeted Completion Date
1.1	•	•	
	Progress:		
1.2	•	•	
	Progress:		
1.3	•	•	
	Progress:		
1.4	•	•	
	Progress:		
ADDITIONAL OBJECTIVE	Evaluatee Objective(s) (Action Steps)	Performance Measures	Targeted Completion Date
	•	•	

	Progress:		

DISTRICTWIDE GOAL 2:			
CORRESPONDING COLLEGE GOALS (Crosswalk):			
1.			
2.			
3.			
Districtwide Objective	Evaluatee Objective(s) (Action Steps)	Performance Measures	Targeted Completion Date
2.1	•	•	
	Progress:		
2.2	•	•	
	Progress:		
2.3	•	•	
	Progress:		
ADDITIONAL OBJECTIVE	Evaluatee Objective(s) (Action Steps)	Performance Measures	Targeted Completion Date
	•	•	
	Progress:		

DISTRICTWIDE GOAL 3:			
CORRESPONDING COLLEGE GOALS (Crosswalk):			
1.			
2.			
3.			
Districtwide	Evaluatee	Performance Measures	Targeted Completion

Objective	Objective(s) (Action Steps)		Date
3.1	•	•	
	Progress:		
3.2	•	•	
	Progress:		
3.3	•	•	
	Progress:		
ADDITIONAL OBJECTIVE	Evaluatee Objective(s) (Action Steps)	Performance Measures	Targeted Completion Date
	•	•	
	Progress:		

DISTRICTWIDE GOAL 4:			
CORRESPONDING COLLEGE GOALS (Crosswalk):			
1.			
2.			
3.			
Districtwide Objective	Evaluatee Objective(s) (Action Steps)	Performance Measures	Targeted Completion Date
4.1	•	•	
	Progress:		
4.2	•	•	
	Progress:		
4.3	•	•	

	<i>Progress:</i>		
4.4	•	•	
	<i>Progress:</i>		
ADDITIONAL OBJECTIVE	Evaluatee Objective(s) (Action Steps)	Performance Measures	Targeted Completion Date
	•	•	
	<i>Progress:</i>		
DISTRICTWIDE GOAL 5:			
CORRESPONDING COLLEGE GOALS (Crosswalk):			
1.			
2.			
3.			
Districtwide Objective	Evaluatee Objective(s) (Action Steps)	Performance Measures	Targeted Completion Date
5.1			
5.2			
5.3			
5.4			
5.5			
ADDITIONAL OBJECTIVE	Evaluatee Objective(s) (Action Steps)	Performance Measures	Targeted Completion Date
	•	•	
	•		

(Add additional Districtwide Goals/Objectives as appropriate.)

EVALUATEE – OTHER GOAL: (Includes Career/Professional Development Goals or any other goals identified through the evaluation process)		
<i>Evaluatee Objective(s) (Action Steps)</i>	<i>Performance Measures</i>	<i>Targeted Completion Date</i>
	•	
	<i>Progress:</i>	
	•	
	<i>Progress:</i>	

**Contra Costa Community College District
MANAGER/SUPERVISOR FINAL EVALUATION**

Employee Name (Print) _____ Site _____ Date _____
 Period Covered by this Evaluation: _____ Supervisor Name/ Title _____

Rate the employee's performance on each item and factor listed below using the evaluator's observations and, for Comprehensive Evaluations, the results of the surveys. **In the following spaces, make specific comments that support the rating.** If not applicable, so indicate.

PART I: BEHAVIORAL SKILLS SUMMARY (Required)

Not Applicable or Observable	Unsatisfactory	Needs Improvement	Meets Requirements	Exceeds Requirements	Outstanding
1. Communication Skills					
					Demonstrates ability to inform and persuade others
					Demonstrates effective oral and written communication skills
					Effectively conveys and articulates needs and goals
					Listens to, encourages and welcomes a diversity of opinions
					Effectively conveys important administrative information to employees
					Overall rating of skillset
Indicate areas of strength:					
Indicate areas which may be strengthened:					

MANAGER/SUPERVISOR BEHAVIORAL SKILLS SURVEY-FINAL EVALUATION (Continued)

Not Applicable or Observable
Unsatisfactory
Needs Improvement
Meets Requirements
Exceeds Requirements
Outstanding

Employee Name (Print)

2. Leadership

						Develops a vision, uses innovation and takes initiative in building that vision
						Models high personal standards of fairness, honesty, and integrity
						Demonstrates sound judgment in responding to situations
						Demonstrates ability to solve problems in assigned area
						Actively participates in District and college goals, policies, and procedures
						Actively participates in ensuring the use of assessment results of student learning outcomes to improve teaching and learning
						Develops abilities of staff by providing training/instruction
						Holds at least two coaching sessions per year with employees
						Overall rating of skillset

Indicate areas of strength:

Indicate areas which may be strengthened:

3. Professional Knowledge and Expertise

						Demonstrates in-depth knowledge or technical expertise in one of the areas or disciplines which s/he supervises
						Demonstrates general knowledge about all of the areas or disciplines which s/he supervises
						Utilizes contacts as a resource from professional and service organizations at the local, state, and national levels
						Actively participates in training and development activities to support lifelong learning
						Overall rating of skillset

Indicate areas of strength:

Indicate areas which may be strengthened:

**MANAGER/SUPERVISOR BEHAVIORAL SKILLS SURVEY-FINAL EVALUATION
(Continued)**

Not Applicable or Observable
Unsatisfactory
Needs Improvement
Meets Requirements
Exceeds Requirements
Outstanding

Employee Name (Print)

4. Team Work

						Maintains a professional and cooperative attitude
						Demonstrates the use of broad-based collaboration in planning and decision making
						Demonstrates sensitivity to the needs and abilities of others
						Uses tact in conveying discipline or constructive criticism
						Provides firm direction when appropriate
						Resolves conflicts in a constructive way
						Builds consensus/collaboration, trust and confidence within his/her teams
						Demonstrates support for increasing the diversity of staff
						Overall rating of skillset

Indicate areas of strength:

Indicate areas which may be strengthened:

**MANAGER/SUPERVISOR BEHAVIORAL SKILLS SURVEY-FINAL EVALUATION
(Continued)**

Not Applicable or Observable
Unsatisfactory
Needs Improvement
Meets Requirements
Exceeds Requirements
Outstanding

Employee Name (Print)

5. Administrative Skills

						Attends to administrative details
						Schedules meetings appropriately
						Uses meeting time effectively and efficiently
						Effectively structures, prioritizes, delegates, arranges and assign tasks appropriately
						Establishes work direction, clearly sets priorities, defines and assigns tasks appropriately
						Demonstrates tenacity and singleness of purpose when appropriate
						Demonstrates ability to work effectively despite pressures of deadlines, crises, and changing demands
						Identifies, utilizes, and develops human resources and/or institutional strategies to serve needs
						Demonstrates fairness and impartiality
						Designates accountability for assigned staff
						Evaluates performance of assigned staff
						Monitors expenditures to ensure budget compliance
						Overall rating of skillset

Indicate areas of strength:

Indicate areas which may be strengthened:

PART II: PROGRESS TOWARDS AGREED UPON GOALS/OBJECTIVES FOR TWO-YEAR PERIOD
(Required)

<p>Summary of progress towards agreed upon goals/objectives for the past two years (attach supporting documentation-Appendix A-2)</p>	Overall Rating of Skill Set					
	Not Applicable	Unsatisfactory	Needs Improvement	Meets Requirements	Exceeds Requirements	Outstanding

PART III: FACULTY EVALUATION SUMMARY (ONLY APPLICABLE FOR ACADEMIC MANAGERS) To Be Completed by Faculty Liaison
(See separate form)

PART IV: OVERALL RATING FOR EVALUATION REPORT (Required)

Indicate areas of strength:

Indicate areas which may be strengthened:

Overall Rating	
Not Applicable	
Unsatisfactory	
Needs Improvement	
Meets Requirements	
Exceeds Requirements	
Outstanding	

Specific plans to strengthen areas as noted above.	Date(s) To Be Started
--	-----------------------

Employee's Comments

PART V: SUPERVISOR'S RECOMMENDATION (For probationary evaluation only.)

I recommend this employee be: ☐ Retained ☐ Dismissed

PART VI: SIGNATURES AND REVIEW

Employee Signature

Print Name

Date

Immediate Supervisor Signature

Print Name/Title

Date

Employee Has Attached Response to this Report: ☐

Next higher level of supervision

Signature

Print Name/Title

Date

President for college manager/supervisor or Chancellor for District Office manager/supervisor

Signature

Print Name/Title

Date

Reviewed by Chancellor

Signature

Print Name

Date

PART III: FACULTY EVALUATION SUMMARY (ONLY APPLICABLE FOR ACADEMIC MANAGERS) To Be Completed by Faculty Liaison

Name (Print)	Department
Title	Immediate Supervisor (Print)
Location/Department	

Complete the following form, indicating the summary of faculty input in the spaces provided.

<p>List areas of strength in this employee's current performance:</p> <p>Summary of Faculty Input:</p>
<p>List areas where this employee's current performance can be strengthened:</p> <p>Summary of Faculty Input:</p>

Faculty Liaison:

Print Name _____

Signature: _____

Date: _____

Contra Costa Community College District
SELF EVALUATION

Employee Name (Print)	Site	Date
Period Covered by this Evaluation: _____ Supervisor Name/ Title _____		
Employee Signature _____		

Rate your performance on each item and factor listed below referencing your Goal/Objective Worksheet. **In the following spaces, make specific comments that support the rating.** If not applicable, so indicate.

PART I: BEHAVIORAL SKILLS SUMMARY (Required)

Not Applicable	Unsatisfactory	Needs Improvement	Meets Requirements	Exceeds Requirements	Outstanding	
1. Communication Skills						
						Demonstrates ability to inform and persuade others
						Demonstrates effective oral and written communication skills
						Effectively conveys and articulates needs and goals
						Listens to, encourages and welcomes a diversity of opinions
						Effectively conveys important administrative information to employees
						Overall rating of skillset
Indicate areas of strength:						
Indicate areas which may be strengthened:						

**MANAGER/SUPERVISOR SELF EVALUATION
(Continued)**

Not Applicable	Unsatisfactory	Needs Improvement	Meets Requirements	Exceeds Requirements	Outstanding
----------------	----------------	-------------------	--------------------	----------------------	-------------

Employee Name (Print)

2. Leadership

						Develops a vision, uses innovation and takes initiative in building that vision
						Models high personal standards of fairness, honesty, and integrity
						Demonstrates sound judgment in responding to situations
						Demonstrates ability to solve problems in assigned area
						Actively participates in District and college goals, policies, and procedures
						Actively participates in ensuring the use of assessment results of student learning outcomes to improve teaching and learning
						Develops abilities of staff by providing training/instruction
						Holds at least two coaching sessions per year with employees
						Overall rating of skillset

Indicate areas of strength:

Indicate areas which may be strengthened:

3. Professional Knowledge and Expertise

						Demonstrates in-depth knowledge or technical expertise in one of the areas or disciplines which s/he supervises
						Demonstrates general knowledge about all of the areas or disciplines which s/he supervises
						Utilizes contacts as a resource from professional and service organizations at the local, state, and national levels
						Actively participates in training and development activities to support lifelong learning
						Overall rating of skillset

Indicate areas of strength:

Indicate areas which may be strengthened:

MANAGER/SUPERVISOR SELF EVALUATION
(Continued)

Not Applicable	Unsatisfactory	Needs Improvement	Meets Requirements	Exceeds Requirements	Outstanding	
<div>Employee Name (Print) _____</div>						
4. Team Work						
						Maintains a professional and cooperative attitude
						Demonstrates the use of broad-based collaboration in planning and decision making
						Demonstrates sensitivity to the needs and abilities of others
						Uses tact in conveying discipline or constructive criticism
						Provides firm direction when appropriate
						Resolves conflicts in a constructive way
						Builds consensus/collaboration, trust and confidence within his/her teams
						Demonstrates support for increasing the diversity of staff
						Overall rating of skillset
<div>Indicate areas of strength:</div> <div>Indicate areas which may be strengthened:</div> 						

MANAGER/SUPERVISOR SELF EVALUATION
(Continued)

<div>Not Applicable</div> <div>Unsatisfactory</div> <div>Needs Improvement</div> <div>Meets Requirements</div> <div>Exceeds Requirements</div> <div>Outstanding</div>	<div>Employee Name (Print)</div>									
	<div>5. Administrative Skills</div>									
								Attends to administrative details		
								Schedules meetings appropriately		
								Uses meeting time effectively and efficiently		
								Effectively structures, prioritizes, delegates, arranges and assign tasks appropriately		
								Establishes work direction, clearly sets priorities, defines and assigns tasks appropriately		
							Demonstrates tenacity and singleness of purpose when appropriate			
							Demonstrates ability to work effectively despite pressures of deadlines, crises, and changing demands			
							Identifies, utilizes, and develops human resources and/or institutional strategies to serve needs			
							Demonstrates fairness and impartiality			
							Designates accountability for assigned staff			
							Evaluates performance of assigned staff			
							Monitors expenditures to ensure budget compliance			
							Overall rating of skillset			
<div>Indicate areas of strength:</div>										
<div>Indicate areas which may be strengthened:</div>										

NOTE:

Remember to complete the Progress Column of the Goal/ Objective Worksheet (Appendix A-2) and include that document when you turn in your Self Evaluation.

**Contra Costa Community College District
MANAGER/SUPERVISOR BEHAVIORAL SKILLS SURVEY
(Online form only)**

The evaluator will forward an e-mail to those persons who are to complete the survey. The e-mail will include a link to the survey that will prompt the user to login to the Insite Portal.

Manager Evaluation Process – Behavioral Skills Survey

Evaluatee: _____

1. Communication Skills			
a) Demonstrates ability to inform and persuade others			
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement	
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding	
b) Demonstrates effective oral and written communication skills			
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement	
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding	
c) Effectively conveys and articulates needs and goals			
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement	
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding	
d) Listens to, encourages and welcomes a diversity of opinions			
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement	
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding	
e) Effectively conveys important administrative information to employees			
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement	
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding	
f) Overall rating of skillset			
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement	
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding	
Comments are <u>required</u> for overall ratings of "Needs Improvement" or "Unsatisfactory" and <u>encouraged</u> for all other ratings.			
Indicate areas of strength:			
Indicate areas which may be strengthened:			
2. Leadership			
a) Develops a vision, uses innovation and takes initiative in building that vision			
<input type="radio"/> Not applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement	
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding	
b) Models high personal standards of fairness, honesty, and integrity			
<input type="radio"/> Not applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement	
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding	

APPENDIX A-5

c) Demonstrates sound judgment in responding to situations	<input type="radio"/> Not applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
d) Demonstrates ability to solve problems in assigned area	<input type="radio"/> Not applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
e) Actively participates in District and college goals, policies, and procedures	<input type="radio"/> Not applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
f) Actively participates in ensuring the use of assessment results of student learning outcomes to improve teaching and learning	<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
g) Develops abilities of staff by providing training/instruction	<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
h) Holds at least two coaching sessions per year with employees	<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
i) Overall rating of skillset	<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
Comments are required for overall ratings of "Needs Improvement" or "Unsatisfactory" and encouraged for all other ratings.			
Indicate areas of strength:			
Indicate areas which may be strengthened:			
3. Profession Knowledge and Expertise			
a) Demonstrates in-depth knowledge or technical expertise in one of the areas or disciplines which s/he supervises	<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
b) Demonstrates general knowledge about all of the areas or disciplines which s/he supervises	<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
c) Utilizes contacts as a resource from professional and service organizations at the local, state, and national levels	<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
d) Actively participates in training and development activities to support lifelong learning	<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
e) Overall rating of skillset	<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
	<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
Comments are required for overall ratings of "Needs Improvement" or "Unsatisfactory" and encouraged for all other ratings.			
Indicate areas of strength:			
Indicate areas which may be strengthened:			

4. Team Work		
a) Maintains a professional and cooperative attitude		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
b) Demonstrates the use of broad-based collaboration in planning and decision making		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
c) Demonstrates sensitivity to the needs and abilities of others		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
d) Uses tact in conveying discipline or constructive criticism		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
e) Provides firm direction when appropriate		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
f) Resolves conflicts in a constructive way		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
g) Builds consensus/collaboration, trust and confidence within his/her teams		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
h) Demonstrates support for increasing the diversity of staff		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
i) Overall rating of skillset		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
Comments are required for overall ratings of "Needs Improvement" or "Unsatisfactory" and encouraged for all other ratings.		
Indicate areas of strength:		
Indicate areas which may be strengthened:		
5. Administrative Skills		
a) Attends to administrative details		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
b) Schedules meetings appropriately		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
c) Uses meeting time effectively and efficiently		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
d) Effectively structures, prioritizes, delegates, arranges and assign tasks appropriately		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
e) Establishes work direction, clearly sets priorities, defines and assigns tasks appropriately		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
f) Demonstrates tenacity and singleness of purpose when appropriate		

APPENDIX A-5

<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
g) Demonstrates ability to work effectively despite pressures of deadlines, crises, and changing demands		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
h) Identifies, utilizes, and develops human resources and/or institutional strategies to serve needs		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
i) Demonstrates fairness and impartiality		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
j) Designates accountability for assigned staff		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
k) Evaluates performance of assigned staff		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
l) Monitors expenditures to ensure budget compliance		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
m) Overall rating of skillset		
<input type="radio"/> Not Applicable/Observable	<input type="radio"/> Unsatisfactory	<input type="radio"/> Needs Improvement
<input type="radio"/> Meets Requirements	<input type="radio"/> Exceeds Requirements	<input type="radio"/> Outstanding
Comments are <u>required</u> for overall ratings of "Needs Improvement" or "Unsatisfactory" and <u>encouraged</u> for all other ratings.		
Indicate areas of strength:		
Indicate areas which may be strengthened:		

Before submitting this evaluation, please select your employment type from the menu below...

Board Member
 Manager/Supervisor
 Faculty
 Classified/Confidential
 Student
 Community Member

Submit evaluation

TIMELINE / CHECKLIST**GOAL REVIEW****May**☐**Goal/Objective Worksheet**

In preparation for the Goal Review meeting with the Evaluator in June, review and update Goal/Objective Worksheet (Appendix A-2), noting progress toward goals.

June☐**Goal Review Meeting**

The Evaluator and Evaluatee meet to review and/or evaluate, dependent upon evaluation cycle, the progress towards the goals thus far, adjusting and/or adding goals as appropriate. The focus of this discussion should be on action steps taken, evidence of success, and projected completion date. Additionally and where appropriate, there should be agreement on the remaining steps to be taken to accomplish the goals/objectives in the following year.

REGULAR/COMPREHENSIVE EVALUATION**June**☐**Planning Conference**

Immediately following the Regular and/or Comprehensive Evaluation Conference, the Evaluator and Evaluatee set the Evaluatee's goals/objectives for the next two-year cycle and determine how progress toward these goals is to be gauged. Using the Goal/Objective Worksheet (Appendix A-2), the Evaluator and Evaluatee decide what evaluation areas are to be surveyed at the end of the following year in order to assess overall job performance.

☐**Start Goal/Objective Setting Worksheet**

Follow these steps in setting goals/objectives:

1. Review job description, responsibilities, and college & District Strategic Goals.
2. Develop a list of goals to be accomplished during the next two-year academic period, making sure they fall within responsibilities as set forth in job description.
3. Based on this list, write goals/objectives, considering their practicability, importance, and alignment with college/District Strategic Goals and Objectives.
4. Review the goals/objectives with supervisor and obtain agreement and approval.

Ask these questions in evaluating goals/objectives:

- Is the goal/objective specific? Is it practical and affordable?
- Is it attainable? Is it student oriented?
- Is it short range with a targeted completion date?
- Are the results measurable (define how the results will be measured)? Is it challenging?
- Will it contribute to the attainment of college/District Strategic Goals and Objectives?

July 15☐**Goal/Objective Worksheet Completed (Appendix A-2)**

Evaluatee finalizes current year's Goals/Objectives (if not already completed during last month's Planning Conference).

☐**Evaluations sent to Chancellor**

The college President/Vice Chancellor forwards the previous year's completed Final Evaluation forms (Appendix A-3) to the Chancellor for review and signature. The completed, signed original Final Evaluations are sent to the appropriate President's Office for college employees or to the District Human Resources Office for District Office employees or those college employees reporting to District Office managers.

December 1 – 15

- ☐ **Pre-Evaluation Conference for Regular and Comprehensive Evaluations (Optional)**
The Evaluator and Evaluatee meet to discuss the different evaluation areas to be surveyed and related performance objectives. The focus of this discussion will be on the expectations established during the Planning Conference.

- ☐ **Comprehensive Pre-Evaluation Conference**
Academic Managers/Supervisors: The local Academic Senate president and the Evaluatee identify faculty who will participate in the evaluation of the academic manager/supervisor. The Evaluatee selects the faculty liaison. Additionally, the Evaluator and Evaluatee will identify other participants as indicated by Human Resources Procedure 2030.11. (See 6.4.1.2.2)

Managers/Supervisors: Comprehensive Evaluation participants will be selected by the Evaluator and the Evaluatee as indicated by Human Resources Procedure 3080.04. (See 6.4.1.2.1).

March 15

- ☐ **Comprehensive Evaluation Distribution**
Evaluator distributes the Behavioral Skills Survey (Appendix A-5) to participants selected in the Comprehensive Pre-Evaluation Conference in December.

April 15

- ☐ **Comprehensive Evaluation Surveys Completed & Returned**
Academic Managers/Supervisors: Surveys completed by faculty are forwarded to the faculty liaison. Survey forms for academic managers/supervisors completed by non-faculty participants are returned to the Evaluator for summary and inclusion in the summary report.

Managers/Supervisors: Survey forms for classified managers/supervisors will be retained by the supervising manager for summary and inclusion in the summary report.

May 1 – 15

- ☐ **Evaluatee Completes Self-Evaluation (Appendix A-4) and Forwards to Evaluator.**
- ☐ **Faculty Liaison Completes Faculty Evaluation Summary (Appendix A-3, Part III)**
Academic Managers/Supervisors: For the Comprehensive Evaluation, the Evaluator meets with the Faculty Liaison to discuss that portion of the final (overall) summary pertaining to faculty input. The Liaison signs the Faculty Evaluation Summary (Appendix A-3, Part III) to attest that the summary of faculty input has been reviewed.
- ☐ **Evaluator Completes Draft of Final Evaluation (Appendix A-3)**

June 1 – 30

- ☐ **Evaluator Completes Final Evaluations (Appendix A-3)**
Evaluator discusses draft evaluation with next higher-level manager and finalizes the Final Evaluation.
- ☐ **Regular Evaluation Conference**
Evaluator conducts Regular Evaluation Conference with the Evaluatee to review the Behavioral Skills Summary (Appendix A-3, Part I) and the progress made towards agreed upon goals/objectives for the current year (Appendix A-3, Part II). Evaluator and Evaluatee sign Final Evaluation Summary. Evaluator forwards the completed summary form to the next higher-level manager for signature.
- ☐ **Comprehensive Evaluation Conference**
The Evaluator and Evaluatee meet to discuss the returns of the Behavioral Skills Survey and the progress made towards agreed upon goals/objectives for the current year. Evaluator and Evaluatee sign Final Evaluation. Evaluator forwards the completed Final Evaluation form to the next higher-level manager for signature.

- ☐ **Evaluator Completes Certification of Service for Academic Managers/Supervisors Form (Appendix A-7)**

Academic Managers/Supervisors: Evaluator completes Certification of Service form (Appendix A-7) and forwards a copy along with completed Final Evaluation form to next higher-level manager for review.

- ☐ **Final Evaluation Form Forwarded to President / Vice Chancellor**

The next higher-level manager forwards the completed Final Evaluations to the college President/Vice Chancellor for signature and review.

SPECIAL EVALUATION

- ☐ **Process to follow Regular or Comprehensive Evaluation. Timeline to be determined by evaluatee's manager in consultation with the evaluatee.**

PROBATIONARY EVALUATION

Month 1

- ☐ **Evaluatee Sets Goals**

With approval of the evaluator, evaluatee sets goals/objectives, for first year using Goal/Objective Worksheet (Appendix A-2)

Month 6

- ☐ **Goal Review/Pre-Evaluation Meeting**

A pre-evaluation meeting is conducted where the evaluator/evaluatee develop the participant list for the comprehensive evaluation, and, if applicable, the academic evaluatee selects the faculty liaison.

Month 10

- ☐ **Behavioral Skills Survey (Appendix A-5) is Distributed**

The evaluator distributes the Behavioral Skills Survey online

Month 11

- ☐ **Behavioral Skills Surveys (Appendix A-5) are Completed**

Behavioral Skills Surveys are returned electronically returned & compiled by evaluator: Evaluatee completes Self Evaluation (**Appendix A-4**)

Month 12

- ☐ **Final Evaluation (Appendix A-3) is Completed**

The evaluator completes the Final Evaluation (Appendix A-3), reviews it with the next- up line manager, and holds the Evaluation Conference. The Evaluator finalizes the Final Evaluation by the end of the 12th month of employment)

- ☐ **Planning Conference**

The Evaluator conducts the Planning Conference, where agreement is reached with the evaluatee using the Goal/Objective Worksheet (Appendix A-2) to set the evaluatee's goals for next two-year cycle

TEMPORARY EVALUATION

Month 1

- ☐ **Evaluatee Sets Goals**

With approval of the evaluator, evaluatee sets goals/objectives, for first year using Goal/Objective Worksheet (Appendix A-2)

Month 6

- ☐ **Goal Review/Pre-Evaluation Meeting**

The evaluator and evaluatee meet to discuss the different evaluation areas to be surveyed and related performance objectives. The focus of this discussion will be on the expectations established during Month 1.

Month 10☐**Final Evaluation (Appendix A-3) is Completed**

The evaluator completes the Final Evaluation (Appendix A-3), reviews it with the next- up line manager, and holds the Evaluation Conference. The Evaluator finalizes the Final Evaluation by the end of the 10th month of employment)

☐**Planning Conference**

The Evaluator conducts the Planning Conference, where agreement is reached with the evaluatee using the Goal/Objective Worksheet (Appendix A-2) to set the evaluatee's goals for the second-year cycle.

CERTIFICATION OF SERVICE FOR ACADEMIC MANAGERS/SUPERVISORS

Print Name of Manager/Supervisor Being Evaluated:

Date of evaluation: _____

Evaluator: _____

For the purpose of establishing satisfactory service of an academic manager/supervisor who has retreat rights, the evaluator certifies that the manager's/supervisor's service has been satisfactory.

Please check one.

- ☐ Service is satisfactory.
- ☐ Service is unsatisfactory.

This form is to be used only for certification for retreat rights and shared only with the chair of the college Administrator Retreat Rights Committee for college managers/supervisors or the president of the FSCC for District Office managers/supervisors after s/he has been identified for possible reassignment to the classroom.

Employee's Name:	
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Confidential Employee Performance Review

Contra Costa Community College District

Employee's Name:			
Position:		Work Location:	
Reviewed by:		Date of Review:	
Type of Evaluation (Check one) <input type="checkbox"/>		<input type="checkbox"/> Probationary <input type="checkbox"/> Annual <input type="checkbox"/> Special	
Probationary Evaluations are at the END of the Month: <input type="checkbox"/> 3 rd <input type="checkbox"/> 6 th <input type="checkbox"/> 11 th			

Directions: Indicate the confidential employee's performance for each of the following key result areas or categories and write comments to explain. If possible, include examples of actual performance. Indicate goals to be worked on in upcoming evaluation period. Attach additional pages if needed.

Note: Several examples of behavior are included under each key result area. These are not meant to be inclusive of all appropriate behaviors for that category.

NA = Not Applicable 1 = Unsatisfactory 2 = Needs Improvement	3 = Satisfactory 4 = Exceeds Performance Standards 5 = Exceptional	NA	1	2	3	4	5
Part I – Behavioral Categories							
Work Organization and Planning <ul style="list-style-type: none"> Effectively schedules time. Engages in short- and long-term planning. Produces high quality of work—such as number of tasks, reports, problem solving, etc. 		Comments:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Quality <ul style="list-style-type: none"> Completes high-quality work according to specifications. Thoroughly follows standards and procedures. Keeps complete records/works accurately. Well informed on all phases of work. Foresees trends in field. Pays adequate attention to details (for example: proofreading work, scheduling calendar, etc.). 		Comments:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Volume of Work <ul style="list-style-type: none"> Completes assignments in time allocated or less. Produces acceptable quantity of work such as numbers of tasks, reports, problem solving, etc. Works at a steady pace regardless of environmental pressures. 		Comments:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Organizational and Team Relationships <ul style="list-style-type: none"> Keeps manager and others advised of problems, ideas or decisions when needed. Provides information, help or coverage to others when needed. Executes directions and plans from immediate supervisor. 		Comments:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employee's Name:	
------------------	--

NA = Not Applicable 1 = Unsatisfactory 2 = Needs Improvement	3 = Satisfactory 4 = Exceeds Performance Standards 5 = Exceptional	NA	1	2	3	4	5
Administration <ul style="list-style-type: none"> Keeps accurate records and insures that follow-up is made. Processes paperwork promptly, accurately, and with attention to detail. Documents actions. 	Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Innovation/Creativity <ul style="list-style-type: none"> Generates workable ideas, concepts, and techniques. Proposes and accepts new methods of performing job. Attempts to simplify and/or improve procedures, techniques, and processes. Selects optimal solutions to problems. Accepts change willingly. 	Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Analytical and Problem-Solving Skills <ul style="list-style-type: none"> Presents alternatives when proposing course of action. Consults opinions of others when appropriate. Weights alternatives before making decisions. Understands and defines problems clearly. 	Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication Skills <ul style="list-style-type: none"> Writes concise, easily read reports and correspondence, etc. Articulates ideas in a clear, concise manner. Presents ideas and listens to others. Courteously deals with other employees and the public. Accepts constructive criticism and feedback. 	Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reliability and Punctuality <ul style="list-style-type: none"> Is reliable and responsible in work attendance. Works flexible hours to meet deadlines. Adheres to established guidelines and rules of the organization. 	Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Application and Knowledge <ul style="list-style-type: none"> Applies technical, professional knowledge to the job requirements. Keeps informed of current technical skills relevant to the job. Uses past experience to solve problems. 	Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Helps Meet Organizational Goals <ul style="list-style-type: none"> Understands and assists in meeting work unit's organizational goals and objectives. 	Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employee's Name:									
NA = Not Applicable 1 = Unsatisfactory 2 = Needs Improvement		3 = Satisfactory 4 = Exceeds Performance Standards 5 = Exceptional		NA	1	2	3	4	5
Customer Service		Comments:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Employee understands and exhibits good customer service to work unit's clients. Viewed by others as helpful and willing to assist. 									
Other Employee-Specific Category		Comments:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> 									
Part II - Prior Year's Goals/Objectives		Comments:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> How did the employee do in completing or making progress on last year's goals/ objectives? Provide specific examples of how the employee achieved or did not achieve specific goals/objectives. 									
Part III – Career/Staff Development Plan (Optional)		Comments:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Layout specific career/staff planning goals. List activities that will be undertaken by the employee and the manager in the coming evaluation period that support these goals. 									
Part IV – Overall Evaluation Rating		Comments:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> Look at all the categories of the evaluation. Final rating should reflect the overall pattern of scores found in the various categories. 									
Part V - Signatures and Employee Status									
Note: This evaluation has been discussed with me. Signing this form does not necessarily mean that I agree with all of the ratings.		I wish to attach comments. Yes <input type="checkbox"/> No <input type="checkbox"/>							
Probationary Status:		<input type="checkbox"/> Terminate Probation				<input type="checkbox"/> Grant Permanency			
Confidential Employee's Signature:							Date:		
Immediate Supervisor's Signature:							Date:		

**Contra Costa Community College District
MANAGEMENT/SUPERVISORY SABBATICAL LEAVE APPLICATION**

Name		Date
College	Position	
Sabbatical leave period requested	Years of service in CCCCCD	
Have you had previous Sabbaticals? If "yes" give time period(s) and activity (activities).		
Indicate type of Sabbatical program (See Management, Supervisory, and Confidential Employees Personnel Manual) If program can be categorized by more than one type, check where applicable.		
<input type="checkbox"/> Institutional study (complete Form A) <input type="checkbox"/> Travel (complete Form B) <input type="checkbox"/> Professional study and/or creative study (complete Form C)		
GENERAL SUMMARY OF SABBATICAL PROGRAM (GIVE A 100-WORD MAXIMUM STATEMENT)		

MANAGEMENT/SUPERVISORY SABBATICAL LEAVE APPLICATION

Page 3

Name

PROPOSED OBJECTIVES AND EVIDENCE OF COMPLETION

Identify specific objectives and describe in detail the evidence that will accompany your report, which indicates that you have met each objective. The product of your approved sabbatical leave program will be subject to review by the Chancellor's Cabinet at the time of making your final report. Examples follow:

Institutional study

Objective: Units of graduate level courses as indicated on Form A will be taken at ... University.
 Evidence: (Here you would describe the transcripts, class notes, exams, class projects, etc., you would submit as evidence of completing these units.)

Travel

Objective: Travel to other institutions of higher learning or other appropriately related organizations.
 Evidence: (Here you would describe exactly what you plan to submit to document your sabbatical leave travel. You should specify the kinds of things you will present.)

Professional study and/or creative study

Objective: Write a manual.
 Evidence: (Here you would clearly indicate the scope of the project, including approximate length, an outline of the contents, description of the complexity, etc.)

MANAGEMENT/SUPERVISORY SABBATICAL LEAVE APPLICATION

Form A

Name	
INSTITUTIONAL STUDY	
Name of Institution	Place of Institution
Period of Attendance	Units to be attempted
<p>Accepted for Admission: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other If "Yes," attach evidence of admission. If "Other," explain:</p> <p>In general, courses should be taken for credit at an accredited institution. Please explain any other circumstances.</p>	
<p>List courses and unit value from the institution's catalogue. In case your choice of courses is not available, please indicate substitutions.</p>	

MANAGEMENT/SUPERVISORY SABBATICAL LEAVE APPLICATION

Form B

Name**TRAVEL**

PLAN: General Statement

Plan: Itinerary. (Be sure that the purpose, duration, and schedule of your travel are clearly delineated.)

Place

Duration
of Visit

Purpose

MANAGEMENT/SUPERVISORY SABBATICAL LEAVE APPLICATION

Form C

Name**PROFESSIONAL STUDY AND/OR CREATIVE STUDY**

(Be sure the kind and scope of your study methods, resources, and activities are clearly delineated. Include an estimate of the time that will be spent engaged in various activities.)

Contra Costa Community College District
MANAGEMENT/SUPERVISORY SABBATICAL LEAVE REPORT
 (To be attached to a copy of the original application form.)

Name	Date
College	Position
Sabbatical Leave Period Requested	

Have you had previous Sabbaticals? If "yes" give time period(s) and activity(activities).

Indicate type of Sabbatical program (See Management, Supervisory and Confidential Personnel Manual)
 If program can be categorized by more than one type, check where applicable.

- ☐ Institutional study (complete Form A)
- ☐ Travel (complete For B)
- ☐ Professional study and/or creative study (complete For C)

GENERAL SUMMARY OF COMPLETED SABBATICAL PROGRAM
(Give a 100-word maximum statement)

(All applicants are to complete the first four pages and forms A, B, and/or C as applicable.)

MANAGEMENT/SUPERVISORY SABBATICAL LEAVE REPORT

Page 3

Name**PROPOSED OBJECTIVES AND EVIDENCE OF COMPLETION**

Identify specific objectives and describe in detail the evidence that will accompany your report, which indicates that you have met each objective. The product of your approved sabbatical leave program will be subject to review by the Chancellor's Cabinet at the time of making your final report. Examples follow:

Institutional study

Objective: Units graduate level management courses as indicated on Form A-1 will be taken at University.
Evidence: (Here you would describe the transcripts, class notes, exams, class projects, etc., you would submit as evidence of completing these units.)

Travel

Objective: Travel to other institutions of higher learning or other appropriately related organizations.
Evidence: (Here you describe exactly what you plan to submit to document your sabbatical leave travel. You should specify the kinds of things you will present.

Professional study and/or creative study

Objective: Write a manual/document that relates to an area of institutional need.
Evidence: (Here you would clearly indicate the scope of the project, including approximate length, an outline of the contents, description of the complexity, etc.)

MANAGEMENT/SUPERSORY SABBATICAL LEAVE REPORT

Form A-1

Name	
INSTITUTIONAL STUDY	
Name of Institution	Place of Institution
Period of Attendance	Units to be attempted
<p>Accepted for Admission: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other If "Yes," attach evidence of admission. If "Other," explain:</p> <p style="margin-top: 40px;">In general, courses should be taken for credit at an accredited institution. Please explain any other circumstances.</p> <p style="margin-top: 100px;">List courses and unit value from the institution's catalogue. In case your choice of courses is not available, please indicate substitutions. (Be sure that the scope of your studies is clearly defined.)</p>	

MANAGEMENT/SUPERVISORY SABBATICAL LEAVE REPORT

Form B-1

Name**TRAVEL**

PLAN: General Statement

PLAN: Itinerary. (Be sure that the purpose, duration, and schedule of your travel are clearly delineated.)

Place

Duration
of Visit

Purposes

MANAGEMENT/SUPERVISORY SABBATICAL LEAVE REPORT

Form C-1

Name**PROFESSIONAL STUDY AND/OR CREATIVE STUDY**

(Be sure the kind and scope of your study methods, resources, and activities are clearly delineated. Include an estimate of the time that will be spent engaged in various activities.)

**RIGHTS AND DUE PROCESS
ACCCA Task Force On Professional Standards**

A community college administrator should have the right:

1. To be considered for employment without regard to race, sex, creed, age, national origin or physical limitation.
2. To a clear written statement of the philosophy, goals, and objectives of the institution; of the duties and responsibilities of the position; and of the conditions of employment including, but not limited to, statements on salary and fringe benefits, term of office, process of review, date of notification of action regarding renewal or continuance.
3. To work in a setting of institutional support and a climate of professional respect.
4. To be assigned authority commensurate with responsibilities and resources adequate to carry out assigned functions.
5. To act independently within the scope of authority to carry out responsibilities assigned.
6. To perform duties and carry out responsibilities without disruption or harassment.
7. To be provided with legal and financial protection from liability in carrying out duties of the position.
8. To participate in formulating and implementing institutional policy at a level appropriate for the position held.
9. To speak for the institution at the level of assigned authority.
10. To participate in associations and to support causes of his or her choice.
11. To privacy regarding personal matters.
12. To participate in and to be supported at an appropriate level in activities providing for professional growth such as career advancement and promotion, sabbatical leaves, other leaves and conference attendance.
13. To loyal support from supervisors for the proper performance of work assigned.
14. To be evaluated in a professional manner on a regular and systematic basis, and to receive adequate notice of dissatisfaction with performance or of action to terminate in accordance with existing statutes.
15. To due process in accordance with written procedures which are communicated to the administrator prior to appointment.

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
Listing of Exempt and Non-Exempt
Supervisory Classifications

Exempt

Executive Coordinator
Principal Accountant
Principal Administrative Analyst
Principal Executive Coordinator*
Principal Human Resources Representative*
Principal Programmer Analyst
Principal Web Administrator
RTI Key Accounts Manager
RTI Senior Key Accounts Manager
Senior Administrative Analyst
Senior Executive Coordinator*

Non-Exempt

Administrative Analyst
Bookstore Supervisor
Cashier's Office Supervisor
Counseling Office Supervisor
RTI Accounts Manager
Safety and Environmental Health Coordinator

*Exempt Confidential Position

**DISTRIBUTION LIST
MANAGEMENT, SUPERVISORY, AND CONFIDENTIAL EMPLOYEES
PERSONNEL MANUAL**

All Managers, Supervisors and Confidentials

Campus Senior Payroll Clerks

College Human Resources Assistants

General Legal Counsel

Extra Copies

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LEAVES

- 12.1 Additional Illness Leave without Pay.** When all available paid leaves have been exhausted and the employee is not able to resume the duties of their position due to illness, the employee may elect to resign, retire or to request an additional illness leave of absence without pay. Such leave may be requested for a six-month period and may be renewed for two (2) additional six-month periods. The District will maintain insurance coverage for the employee during the periods of this leave.
- 12.2 Conference and Educational Meeting Leave.** An employee's absence to attend conferences, other educational meetings or course instruction that is part of an approved performance plan may be permitted without salary deduction provided prior approval is obtained from the immediate supervisor or appropriate manager.
- 12.3 Family Leave**
- 12.3.1 Adoption Leave.** When absence of an employee is necessary because of the adoption of a child, the employee shall be entitled to use up to seven (7) days personal necessity leave and then be granted twelve (12) days of 50% pay.
- 12.3.2 Bereavement Leave.** Five (5) days leave, without loss of pay or other benefits, is allowed for absence due to death of any member of the employee's immediate family.
- 12.3.2.1** An employee may request to use personal necessity leave for time needed beyond the five (5) allotted bereavement days. If all personal necessity leave has been exhausted, a sixth day of Bereavement Leave may be granted by the Chancellor, Vice Chancellors or college Presidents because of unusual circumstances.
- 12.3.3 Family and Medical Leave Act (FMLA).** Employees who have provided more than one (1) year of continuous full-time service may request in writing and be provided up to twelve workweeks of unpaid family leave within any twelve-month period. All Family and Medical Leave Act requests must be approved by District Human Resources.
- 12.3.3.1** Family leave of absence may be taken due to the birth or adoption of a child (must be taken within one (1) year of birth or placement) or due to a serious illness of a child (natural, foster or adopted). For regulations concerning special circumstances related to length of maternity leave see District Human Resources.
- 12.3.3.2** Family leave may be granted to care for a parent or spouse who is experiencing a serious health condition.
- 12.3.3.3** Employees may be asked to use other paid leave prior to being placed on unpaid leave status.
- 12.3.3.4** Spouses who both work for the District are jointly entitled to a combined total of twelve workweeks when leave is taken for reasons other than one's own serious health condition.

12.3.4 Immediate Family. The immediate family for unrepresented employees shall be defined as mother, mother-in-law, father, father in-law, grandmother, grandfather, or grandchild of the employee or the employee's spouse/domestic partner, and the son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee or the employee's spouse/domestic partner or any relative of the employee living in the immediate household of the employee.

12.3.5 Maternity Leave. An employee shall be granted a leave of absence because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence shall be determined by the employee and the employee's physician. During this leave the employee shall be entitled to utilize available sick leave (full paid and extended sick leave at 50% pay). The employee may also apply for benefits from the salary continuance insurance carrier. After sick leave has been exhausted, the employee shall be placed on extended maternity leave without pay for three (3) additional months upon written request submitted at least 30 days prior to exhaustion of available sick leave. The employee may also apply for coverage to the disability insurance carrier, according to its procedures. The employee shall have the option to choose leave without pay, instead of utilizing paid sick leave. If the employee selects this option, she shall also have the right to one (1) three-month extended maternity leave. Maternity leave without pay beyond the period prescribed by the employee's physician may be requested and granted at the discretion of the District.

12.3.6 Parental Leave. Employees, regardless of gender, are entitled to 12 workweeks of Parental Leave for the purposes of the birth of a child of the employee or the placement of a child with an employee in connection with adoption or foster care.

12.3.6.1 The employee must use accrued sick leave for Parental Leave until it is exhausted. Thereafter, the employee shall be entitled to 50% pay for the remainder of the 12 workweek period. This entitlement shall run concurrently with Adoption Leave (12.3.1) and consecutively to Maternity Leave (12.3.5) and Paternity Leave (12.3.7)

12.3.6.2 Parental leave shall run concurrently with all State (e.g. CFRA) and Federal (e.g. FMLA) leaves. The total aggregate Parental Leave taken shall not exceed 12 workweeks in a 12-month period. Parental leave need not be continuous from the birth, adoption or foster care placement of the child and may be taken up to one (1) calendar year from the birth, adoption or foster care placement of the child. Parental Leave may be taken intermittently, but must be taken in blocks of two (2) weeks duration, except that leaves of shorter duration may be taken twice during the 12-month period.

12.3.7 Paternity Leave. An employee shall be entitled to use seven (7) days personal necessity leave and then be granted 12 days of 50% pay in the event of medical disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom (to the mother of the employee's child). The date on which the leave shall commence shall be determined by the employee and the physician caring for the mother of the employee's child. Such time must be within reasonable time before or after birth.

- 12.4 Industrial Accident and Illness Leave.** Employees shall be eligible to receive up to 60 days of leave with pay for the same accident. An industrial accident or illness is defined as one where the employee becomes ill or is injured while they are serving the District, and the accident or illness is reported to the Contra Costa County Schools Insurance Group (CCCSIG), or insurance carrier so designated by the District, in accordance with their regulations, and CCCSIG accepts responsibility for the treatment of the employee.
- 12.4.1** Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.
- 12.4.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.
- 12.4.3** The industrial accident or illness leave of absence is used in lieu of entitlement acquired under Section 87787 (Academic) and Section 88191 (Classified) of the California Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if any employee is receiving workers' compensation, they shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensated time, vacation, or other available leave, which, when added to the workers' compensation award, provides for a full day's wage or salary.
- 12.4.4** Periods of leave of absence, paid or unpaid, shall not be considered to be a break in-service of the employee.
- 12.4.5** During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the District, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 12.4.6** When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of their position, they shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. When available during the 39-month period, they shall be employed in a vacant position in the class of her/his previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case they shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The District shall require certification by the attending physician that the employee is medically able to return to and perform the duties of their position. The District shall have the right to confirm through its doctors the employee's medical condition and ability to perform the functions of the job by a physical

examination(s) paid for by the District.

12.4.7 Any employee receiving benefits provided in this section shall, during periods of injury or illness, other than for periods of no more than three (3) consecutive days, remain within the State of California, unless approved in advance by the Chief Human Resources Officer or designee.

12.4.8 Upon formal written petition of the employee, the District reserves the right, in its sole discretion, based upon each individual case and facts presented, to grant an employee extension of leave of absence for industrial accident or illness leave.

12.5 Jury Duty and Witness Leave. Jury duty and witness leave shall be granted with no loss in pay; however, the employee shall reimburse the District for payment received for jury duty and witness service, excluding mileage reimbursement. The employee shall provide verification of the number of days of jury duty or witness service.

12.6 Management/Supervisory Sabbatical Leave

12.6.1 Purpose. The purpose of a sabbatical leave is to develop professional improvement of management and supervisory employees, which will ultimately benefit the District. A sabbatical leave may be granted for full-time academic study and/or an approved professional study project.

12.6.2 Eligibility. An applicant for sabbatical leave must have rendered full-time service in the District for at least six (6) consecutive fiscal years immediately preceding the sabbatical leave, and, not more than one (1) such leave shall be granted in each six-year period. Credit is earned for a year when a manager/supervisor has worked 75% of the work year.

12.6.3 Leave Periods and Compensation. A sabbatical leave may be granted for one (1) year and may be taken in the following ways:

12.6.3.1 One-year period at 70% salary;

12.6.3.2 Two (2) one-semester periods, each taken in separate fiscal years at 70% of salary;

12.6.3.3 One (1) semester at 100% salary;

12.6.3.4 Three (3) four-month periods each taken in separate fiscal years at 70% salary; or

12.6.3.5 Two-month period at 100% salary.

12.6.4 Application Procedure. Managers/supervisors who wish to apply for a leave should complete a sabbatical leave application form (See Appendix) and forward it to the college President or Chancellor by January 10 for leaves requested for the following fiscal year. Applications will be reviewed by the Chancellor's Cabinet. No leave shall be granted until the college President or Chancellor certifies suitable provision can be made for carrying on the manager's/supervisor's work during the leave period.

12.6.5 Leave Limitations and Pay. The number of leaves granted per year will be no greater than three percent (3%) of the total number of full-time managers/supervisors Districtwide.

12.6.6 Report. Within 30 days after return to duty, a transcript of work taken and grades earned, or a summary of the study project, together with a statement of the benefits derived from the leave is to be submitted to the college President or Chancellor on the sabbatical leave report form for approval by the Governing Board.

12.6.7 Agreement

12.6.7.1 Sabbatical leaves which are less than a year must be completed within a three-year period.

12.6.7.2 Managers/supervisors who are granted a sabbatical leave are required to enter into a written agreement with the Governing Board guaranteeing full-time service to the District immediately following each leave for the equivalent of twice the period of the leave.

12.6.7.3 The employee shall, unless otherwise agrees, return to the position held at the time of granting of the sabbatical.

12.6.7.4 The District will forgive a sabbatical leave service obligation if the employee dies while serving their sabbatical leave or prior to repaying the service obligation to the District.

12.7 Military Leave.

12.7.1 Compensation - Salary. The District may provide for not more than 180 calendar days as part of the employee's compensation all of the following:

12.7.1.1 The difference between the amount of military pay and allowances and the amount the employee would have received as an employee.

12.7.1.2 Employee returning from military leave shall have their salary adjusted to reflect salary increases.

12.7.1.3 All benefits that the employee would have received had the employee not been called to active military duty.

12.7.2 Health Benefits

12.7.2.1 An employee on military leave for less than 31 days shall continue to receive health insurance benefits.

12.7.2.2 An employee on leave for longer than 30 days may elect to continue health care coverage for themselves and their eligible dependents for a maximum period of 18 months.

12.7.2.3 A returning veteran employee whose coverage was terminated because of military leave will not be subject to any exclusion or waiting period prior to

reinstatement of health coverage.

12.7.3 Reinstatement

12.7.3.1 An employee on active duty military leave shall be entitled to return to the position held at the time of entrance into the service within six (6) months after the employee honorably leaves the service or is placed on inactive duty.

12.7.3.2 Absence on military leave shall not be construed as a break in the continuity of service.

12.7.4 Salary. An employee called to active duty who has been in the service of the District for at least one (1) year will continue to receive salary for the first 30 calendar days of ordered military service. Employees who are members of the National Guard will continue to receive salary for the first 30 calendar days of active service regardless of length of service with the District. A copy of the military orders documenting the dates of the active duty period must be provided to District Human Resources.

12.7.5 Vacation and Sick Leave

12.7.5.1 An employee on military leave accrues any benefits the District provides to other employees on other approved leaves.

12.7.5.2 An employee on military leave shall accrue any benefits afforded by an agreement negotiated by Management Council during their absence.

12.7.5.3 Any employee on temporary military leave for training who has worked for the District for at least one (1) year shall continue to accrue vacation, sick leave and holiday privileges up to a maximum period of 180 days.

12.8 Optional Catastrophic Leave Program. Employees shall be entitled to participate in an optional catastrophic leave program. The District shall maintain and manage eligibility for, participation in, and use of, the catastrophic leave program.

12.8.1 Each fiscal year (July 1), every unrepresented management, supervisory, and confidential employee may opt into or out of the catastrophic leave program by donating one (1) day of sick or vacation leave. An employee must notify the District no later than June 1 of each year for changes effective that July 1. Once an employee opts in, the employee will continue to be in the program and will automatically donate and have deducted one (1) day of the same type of leave each July 1 until the employee opts out or is no longer employed by the District.

12.8.2 An employee may opt into family coverage by donating one (1) additional day annually to cover use for immediate family members. The employee must opt into employee coverage to be eligible for family coverage. Once an employee opts into family coverage, the employee will continue to be in the program and will automatically donate and have deducted one (1) day of the same type of leave each July 1 until the employee opts out or is no longer employed by the District.

12.8.3 For purposes of calculations, a “day” shall be defined as the employee’s normal, regular service day at the point of donation or usage. Changes in months of service and/or hours worked per week shall not be factored in donation or usage.

12.8.4 Program usage shall be subject to the following requirements:

12.8.4.1 Employee must first exhaust all available and eligible accrued leave (including, but not limited to; sick leave, extended sick leave, vacation leave, personal necessity leave, personal catastrophic leave) before becoming eligible to use catastrophic leave.

12.8.4.2 Employee must use any leave credits that he/she continues to accrue on a monthly basis prior to using catastrophic leave.

12.8.4.3 An individual employee may use the catastrophic leave program for a maximum of 60 days in any 10-year period.

12.8.4.4 An individual employee may use the catastrophic leave program for a maximum of three (3) separate occurrences in any 10-year period.

12.8.4.5 For purposes of determining an occurrence, usage need not fall on consecutive days. An “occurrence” shall be defined as usage related to one (1) eligible event and may include absences on nonconsecutive days for periodic or episodic treatments, etc.

12.9 Personal Necessity Leave. At the option of the employee, seven (7) days per year of accumulated sick leave may be taken for personal necessity for reasons including but not limited to the following:

12.9.1 Illness or death of a member of the employee's immediate family;

12.9.2 Accident involving the person or property of the employee, or the person or property of a member of the employee's immediate family;

12.9.3 Appearance in court as a litigant or as a witness under an official order;

12.9.4 Attendance at funerals of friends and relatives not provided by other provisions;

12.9.5 Illness of an individual who is not a member of the immediate family but who is considered to be closely associated with the employee and/or their family;

12.9.6 Interviews for enrollment or appearance for oral or written examinations at educational institutions;

12.9.7 Legal matters of the employee and employee's immediate family, which are not categorized as being civil or court proceedings, such as purchasing a home; or

12.9.8 Financial matters, which directly affect the well-being of the employee's immediate family, other than business ventures or other compensated employment.

- 12.10 Quarantine Leave.** Employees shall receive salaries in full when quarantined by city or county health officials because of another's illness and shall not have the absence charged against their accumulated sick leave. Such quarantine must be verified by a physician or health officer.
- 12.11 Religious Leave.** An employee may request personal necessity leave or vacation leave to attend special religious observances of the employee's faith falling on a regular working day. If no such leave is available, the employee may request unpaid leave. Requests for religious leave may not be arbitrarily or capriciously denied.
- 12.12 Requests for Leave of Absence without Pay.** All requests for leave of absence without pay must have the recommendation of the immediate supervisor. Requests for a leave must be submitted to the immediate supervisor for transmittal through established channels at each work location. The college President, Chancellor, or designee, in the case of District staff, may approve leave up to 20 working days. Requests for longer periods will require approval of the Governing Board. Insurance plan premium payments will be continued by the District for leaves of 20 working days or less. The employee will be required to reimburse the District for premium payments to continue coverage during leaves in excess of 20 working days.
- 12.13 Sick Leave.** Sick leave may be used for professional visits related to medical, dental or licensed counseling appointments. Whenever an employee is absent from duty due to illness or injury, such person shall receive sick leave pay as follows:
- 12.13.1** One (1) day of sick leave for each full month worked during the fiscal year. Full-pay sick leave not used in any year shall be accumulated as provided by law. Sick leave days shall be advanced at the beginning of each fiscal year. If sick leave is taken in advance and employment is terminated with the District, the pay for the days taken in advance will be deducted from the final paycheck.
- 12.13.2 Extended Sick Leave.** If an employee's absence due to either industrial or non-industrial illness or injury extends beyond accumulated leave for this purpose, the employee will be paid at 50% of their regular rate for a period not to exceed 100 working days. The 100 working day period shall run concurrently with other paid leaves. An employee may use vacation accumulation to provide an amount equal to a full day's pay during any time when the employee is on 50% pay status. The employee shall be required to present a doctor's report stating the nature of the illness or injury and the date the employee is able to return to work to qualify for these benefits. Upon expiration of paid leaves, the employee may also apply for coverage to the disability insurance carrier, according to its procedures.
- 12.13.3** Management, supervisory, and confidential employees must call their supervisors at least one (1) hour before their usual time to report to work to give notification of any absence from duty.
- 12.13.4** The Chancellor or college President reserves the right to investigate any claim for sick leave and/or require the employee to furnish a statement signed by a licensed physician or other satisfactory proof of illness. A medical statement will be required when an employee exhausts full-paid sick leave and is eligible for 50% pay. An employee on sick leave may be required to be examined by a physician selected by the District (at District expense).

- 12.13.5** If a management, supervisory, or confidential employee accepts employment in this District within one (1) year of termination of employment in another California school district, or community college district, or the County Office of Education where they were employed for one (1) calendar year or more, the employee's accumulated sick leave from the prior district shall be transferred to this District. A form is provided by this District to request and verify the transfer.
- 12.13.6** Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are eligible for sick leave benefits for the period of time the employee is unable to work as certified by a licensed physician. Leaves of absence exceeding this period shall be requested and processed as indicated in Section 12.3.

Historical Annotation:
Adopted 1/28/04
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Second Revision 2/22/17
Third Revision 9/12/18

Related Board Policies:
MSC 12.5 - Board Policy 2020
MSC 12.10 - Board Policy 2047
MSC 12.14 - Board Policy 2008
MSC 12.16 - Board Policy 2020

Related Procedures:
MSC 12.1 - Human Resources Procedure 3090.06
MSC 12.3 - Human Resources Procedure 1050.06
MSC 12.4 - Human Resources Procedure 1050.01
MSC 12.5 - Human Resources Procedure 1050.07
MSC 12.6 - Human Resources Procedure 1050.16
MSC 12.7 - Human Resources Procedures 1050.11, 1050.12, 1050.14
MSC 12.8 - Human Resources Procedure 1050.08
MSC 12.9 - Human Resources Procedure 1050.03
MSC 12.12 - Human Resources Procedure 1050.04
MSC 12.13 - Human Resources Procedure 1050.10
MSC 12.15 - Human Resources Procedures 1050.13, 1050.15, 1120.05
MSC 12.16 - Human Resources Procedures 2040.02, 2040.07, 3030.04, 3090.13
MSC 12.17 - Human Resources Procedures 2040.05, 3090.11
MSC 12.17.2 - Human Resources Procedures 3090.06