

# **CONFIDENTIAL UNIT HANDBOOK**

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**West Valley - Mission**

Community College District

**July 2018**

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## PREFACE

The West Valley-Mission Community College District Board of Trustees approved and passed the following statement for the Confidential Employees in 1987:

*“The Governing Board recognizes that attractive compensation plans are necessary to attract and retain well-qualified and able men and women to deliver quality staff support services. The compensation plan will include a competitive base salary, salary incentives, and a fringe benefit package at least equal to that package provided to other employees.*

*It is an important goal of the Board of Trustees to have a Confidential group that is creative, productive and effective. Thus, it is also an important Board goal that the Confidential group should be well compensated in terms of salary, vacation, leave provisions, and other benefits.”*

### **CONFIDENTIAL EMPLOYEES**

Confidential employees are those employees who are required to develop or present management’s position with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management’s position or as designated and approved by the District’s Board of Trustees.

## SECTION 1 WORK ASSIGNMENTS AND HOURS

### Work Day, Week and Year

The workday shall be eight consecutive working hours. The regular workweek shall consist of five days consisting of forty hours. Confidential employees may occasionally work on Saturday or Sunday on an overtime basis, at the request or approval of their supervisors. The work year for the Confidential employees shall be July 1 through June 30 inclusive. Certain positions may be designated as less than twelve months or less than 40 hours per week.

Alternate Work Schedules: Work schedule may be developed that temporarily provide for work days of more than eight (8) daily hours but no more than forty (40) weekly hours. Also, time worked beyond eight (8) in a day will not be subject to overtime pay, but time worked in excess of forty (40) weekly hours shall be overtime. Alternate work schedules may be discontinued with thirty (30) days written notice by the District or the unit member.

### Overtime

A nonexempt employee is prohibited by law to work in excess of eight hours in any workday or more than 40 hours in any workweek unless he or she receives one and one-half times his or her regular rate of pay for all hours worked over eight hours in any workday and over 40 hours in the workweek.

A supervisor may not require an employee to take time off during the employee's workweek to offset time worked in excess of the employee's regularly scheduled workday. Mandatory overtime shall not exceed eight (8) hours per 30-day period. \*Refer to Compensatory Time procedures, Attachment B.

### Compensatory Time

Confidential employees shall have the right to request either overtime pay or overtime compensatory time. The Confidential employee's manager or supervisor shall approve or disapprove such requests prior to the overtime being worked, based on the ability to schedule and fund the request. Response shall be in writing if employee so requests. If the request for pay or compensatory time is denied, the employee has the right to refuse the overtime work.

\*Refer to Compensatory Time procedures, Attachment B.

**Out-Of-Class Pay**

If a Confidential employee is temporarily assigned to perform higher-level or additional duties not reasonably consistent with those described in the employee's job description for five work days or more within a fifteen calendar day period, the employee will be eligible for an upward salary adjustment effective for the entire period of such assignment. The amount of the adjustment will be a minimum of a six percent (6%) increase in the employee's salary. When a Confidential employee is requested to be acting supervisor, the employee will receive a minimum of six percent (6%) additional in salary for out-of-classification pay after more than five days beginning on the sixth day.

## SECTION 2

### SALARIES AND COMPENSATION

Confidential Unit employees will be compensated at an hourly rate that is at least 6.7% above a comparable position in the WVMCEA to account for the additional hours they are required to work (40 hours as opposed to 37.5 hours). In addition, Confidential Unit employees will be compensated at an hourly rate that is at least 6.7% above their highest paid subordinate.

#### **Compensation**

The Confidential Unit and District Administration will meet and confer annually regarding COLA and/or salary adjustments.

#### **Step increments**

For any Confidential employee hired prior to July 1, 2018, a one-step salary increase shall be granted on July 1 each year upon completion of each successive assignment year, until Step E is reached. The employee will advance from Step E to F after two years of work at that step and from Step F to G after two years of work at that step.

Effective July 1, 2018, a newly hired Confidential employee shall be granted a one-step salary increase on the worker's anniversary date following the completion of each successive assignment year of service until such time as the employee reaches Step E and then the longevity step rules shall apply.

#### **Longevity**

effective 07/01/06: \$500 after ten (10) years of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and each year thereafter on July 1 until year fifteen is reached; \$1,000 after fifteen (15) years of service to the District in probationary/permanent status to be awarded on the subsequent July 1 and each year thereafter on July 1. The awards are non-accumulative.

#### **Bilingual Pay**

Each worker requested to use his/her bilingual skills in the regular course of business shall receive a bilingual stipend of \$35 per month.

Doctorate award: \$1,500 effective 07/01/06. Awards to become a part of base salary to be prorated monthly; new doctorate completions will be awarded on the subsequent July

1 upon submission of an official transcript received in Human Resources no later than July 1.

### **Vacation**

1. Each full-time Confidential employee earns 14.67 hours of paid vacation for each calendar month of completed service (22 days per fiscal year). After seven years of completed service with the District, starting from the date of hire, Confidential employees will earn 16 hours of paid vacation for each calendar month of completed service or 24 days per fiscal year. Additional days will not be retroactive and will become effective July 1, 2007. Employees are encouraged to use their annual vacation allowance to maintain their creativity and professional commitment to the District.
2. Each employee shall be allowed to accrue no more than two year's earned vacation benefit, based on each employee's eligibility. Employees who have accrued the maximum vacation benefit shall not accrue more benefit unless authorized in writing by the Chancellor.
3. Also for equal consideration, if a Confidential employee reaches his/her maximum accrual of vacation days and must take vacation time, a "cash out" should be available. This will apply only if the employee's supervisor/manager denies requested time off which, as a result, makes that employee accrue more than the maximum days mandated by the District.

### **Holidays**

Confidential employees will be entitled to the following paid holidays:

Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Day before Christmas Day  
Christmas Day  
All working days between Christmas and New Year's Day  
New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday  
Cesar Chavez Day  
Memorial Day  
Floater Holiday

When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as a holiday. Any other additional holidays approved by the Board will be granted to Confidential employees.

If a holiday falls on a non-working day for a Confidential employee, and other employees receive that holiday, the immediate supervisor and the Confidential employee shall agree on a day to be taken as an alternate holiday.

### **Health and Welfare**

Effective July 1, 2017, the District's annual contribution to the premium payments for medical, dental, vision, and prescription drug insurance provided to active unit members shall be limited at \$11,741 for single coverage, \$22,072 for 2-party coverage, and \$28,270 for family coverage. Employees shall pay any costs beyond the District's annual contribution for each of these coverages. The District will make available all medical plan options provided by CalPERS.

It is understood that CalPERS medical plans are subject to change by CalPERS board of directors, and in no way does the District have any influence over its decisions. Discontinuance of District participation in the CalPERS medical benefits program shall meet any and all contractual obligations with CalPERS. This does not constitute a waiver of the right to meet and confer on the impact of any such changes.

If another unit agrees to any health and welfare benefit plan changes, the District will extend the offer to meet and confer with this unit regarding health and welfare benefit changes.

### **Cash-in-Lieu**

Any Unit member who chooses not to receive the District's medical insurance contribution, and who submits proof of other group coverage, shall receive an annual amount of \$3,600, prorated and paid on a per pay period basis, in lieu of medical insurance.

Each year, unit members have the opportunity to opt back into medical coverage during the open enrollment period. Additionally, if the member experiences a qualifying life event allowing enrollment onto coverage, the member may enroll within the insurance carriers' allowed time frame. Active unit members who are planning their retirement may opt in during any open enrollment period prior to retirement.

### **Long Term Disability**

Long-term disability insurance will be provided and paid for by the District.



**Life Insurance**

Effective January 1, 2019, the District shall provide life insurance coverage at \$50,000 for each worker at no additional cost to the worker.

**VOLUNTARY BENEFITS**

Unit members may participate in the optional benefit plans made available through the District. The optional benefits under this section are voluntary and paid solely by the employee. These include, but may not be limited to:

- Flexible spending accounts (FSA)
- Voluntary life insurance
- Voluntary Accidental death & dismemberment insurance
- 403B plans
- 457 plan

In addition, the District belongs to two credit unions in which unit members can choose to participate.

**Domestic Partner Benefits**

The District shall also extend benefits to an employee's domestic partner if the member and his/her partner meet the eligibility requirements as defined by the State of California as set forth in Family Code 297 and 299.2. In addition, the employee and domestic partner will be required to complete and sign the District's Affidavit of Domestic Partnership to be eligible to participate in the District's benefits program. Dependents of eligible domestic partners shall be included in the District benefits program. If the domestic partnership ceases, the unit member has an obligation to immediately notify the District of the termination of the relationship and to file with the District an "Affidavit of Termination of Domestic Partnership." In addition, the terminated partnership must meet all applicable California Law and Family Codes. Unit members who fail to notify the District of the termination of the domestic partnership will be held personally responsible for the cost of the benefits premiums for the former domestic partner. Domestic partners and their eligible dependents shall be eligible for benefits upon the retirement of the unit member.

The intent of this article is to always be aligned with and in agreement with California State law. If at any time, California State law changes, this article will change to comply with any and all changes.

**JOINT LABOR-MANAGEMENT COUNCIL ON HEALTH INSURANCE BENEFITS**

The District will abolish the current Health Benefits Review Committee and in its place will establish a Joint Labor-Management Council with each exclusive bargaining representative having voting representation and other District interest groups, inclusive of the Managers Association, Confidential Unit, and the Retirees Association, to have non-voting representation.

The council will have the authority to vote on all issues of insurance with recommendations to the various bargaining units and the Board of Trustees for ratification.

The council will be formed and governed by a memorandum of understanding that must be initially agreed to by all parties. The MOU shall provide that the District retains veto-power over any decisions reached by the council.

All District bargaining units must agree to the above prior to the abolishment of the Health Benefits Review Committee and the creation of the Joint Labor-Management Council.

## SECTION 3

### LEAVES

It is the policy of the Board of Trustees to recognize that leaves for personal and professional reasons are justifiable and to provide for such employee absences through defined policy. All leaves in this document will run concurrently with all state and federally mandated leaves of absence (FMLA/CFRA/AB109/PFL).

Confidential employees shall be eligible for application and utilization of the following types of leaves:

#### **Family Care Leave**

1. Eligible Confidential employees are entitled to take up to a total of twelve (12) weeks of leave for the purposes of child care or family care leave. Child care leave may be granted upon the birth, adoption or foster care placement of a child. Family care leave may be taken to care for a son, daughter, spouse or parent (not parent-in-law) who has a serious health condition as defined by California Government Code section 12945.2(c)(7).
2. Employees must have been employed for at least twelve (12) months preceding the starting date of the leave.
3. Eligible employees are entitled to take up to a total of twelve (12) work weeks of leave during the twelve (12) months beginning with the first day of leave. Leave may be taken intermittently, provided the employee submits certification from his/her health care provider which certifies that the intermittent leave is necessary for, or will assist the care of, the family member. The certification must provide the dates and duration of any treatment of the family member and the dates when the leave is needed. Employees using leave on an intermittent basis must try to schedule the leave to minimize disruption to normal operations. Based on the needs of the program, an employee may be temporarily reassigned to an alternative position with equivalent pay and benefits that better accommodates the recurring periods of leave until the employee is able to assume all the responsibilities of his/her position.
4. Employees may take the leave provided in this section by using either available paid leaves, using unpaid leave, or a combination of both, up to twelve (12) weeks in total. Eligible employees must use accrued compensatory time before unpaid leave is taken. Eligible employees may use accrued sick leave time and vacation time before unpaid leave is taken.

5. Unit members must provide written notice to the District at least thirty (30) days prior to taking family care leave or, if thirty days notice is not possible due to circumstances beyond the employee's control, must provide notice as soon as practicable.
6. Unit members requesting family care leave must provide certification from a health care provider containing: (1) the date on which the serious health condition commenced and (2) the probable duration of the condition. In addition, certification in support of a request for family care leave must include a statement that the employee is needed to care for the family member, and an estimate of the amount of time required to provide such care.
7. During the period of leave defined in paragraph #3 of this section, the District will maintain the employee's group health insurance coverage at the same level and under the same conditions as before the leave began.

**Sick Leave** (Education Code Section 88191)

1. Each full-time Confidential employee shall receive paid sick leave at the rate of one day of leave for each month of service. A Confidential employee employed less than full-time shall receive a proportional amount of paid sick leave based upon the percentage of a full-time assignment for which they are employed. Sick leave shall be cumulative from year to year.
2. The Board may, at its discretion, grant additional days of sick leave with full pay beyond those to which the employee is otherwise entitled under this section.
3. Accrued sick leave may be utilized when the employee cannot or should not attend work because of illness, injury, medical/dental appointments, or exposure to contagious disease. Sick leave may also be utilized under stipulated terms and conditions which are defined elsewhere in this section.
4. Upon exhaustion of all accrued sick leave credit and accrued compensatory time, if the Confidential employee remains unable to return to work, the Confidential employee may commence substitute differential leave, a paid leave, wherein the Confidential employee shall receive the difference between his/her regular salary and the amount actually paid to a substitute, hired to temporarily replace the disabled Confidential employee. Confidential employees may utilize substitute differential leave upon exhaustion of accrued sick leave, compensatory time, and/or vacation to a maximum of five months following the original commencement of the disability/absence. This includes days when the Confidential employee utilized accrued sick leave benefits.

**Transfer of Sick Leave** (Education Code Section 88202)

A Confidential employee who previously worked for another California school district or County Superintendent of Schools shall have such accumulated sick leave credited to the District upon employment, provided the following conditions are met:

- A. Previous employment was for a period of one calendar year or more.
- B. Termination of previous employment was for reasons other than action initiated by the employer for cause, unless excepted by the Board of Trustees.
- C. Employment is accepted within one year of terminating the previous employment.

**Unpaid Health Leave**

Long-term, unpaid health leave may be granted to Confidential employees by the Board for up to one year.

1. A health leave may be granted to employees who are regular employees and who document their request with medical support, if out for more than fourteen calendar days.
2. Before requesting unpaid health leave, employees may utilize vacation and compensatory time.
3. Employees returning to work from health leave shall provide fourteen days' notice of their intended return to work to the Associate Vice Chancellor of Human Resources and shall submit medical affirmation of their ability to return to work. Returning employees shall be placed in their previous position.
4. Although the employee is in unpaid status, the District will continue to pay its regular contribution towards health benefits for the period of up to one year. The employee is still responsible for paying his/her share of benefits to the District. The employee's payment schedule will be determined by the District.

**Personal Necessity Leave** (Education Code Section 88207)

Confidential employees may use up to seven days of personal necessity leave deducted from sick leave each fiscal year when it is required for one of the following reasons:

1. Emergencies, such as accident/family illness, related to the employee's home or immediate family members
2. Appointments for the purpose of conducting personal legal affairs or financial transactions that cannot be conducted outside of working hours.

3. Religious holidays or other observances deemed by employee to be of such moral/ethical significance that it is a matter of personal necessity to be absent from work shall be limited to a maximum of two days per fiscal year.
4. Appearance in court as a litigant or as a witness under official order, and when the employee elects against utilization of the provisions granted employees for paid leaves of absence to serve on jury duty.
5. A death outside of the immediate family.

### **Personal Business Leave**

Confidential employees may be granted four personal business days (32 hours) deducted from sick leave each fiscal year. The employee need not disclose the reason for the personal business. Scheduling of this leave shall be subject to the approval of the immediate supervisor.

### **Disability Due to Pregnancy and Childbirth**

1. Confidential employees shall be granted a health leave when required to be absent from duty because of disability caused by pregnancy, miscarriage, childbirth and recovery therefrom.
2. Length of leave shall be for the period of actual disability as determined by the employee's physician.
3. The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted. The employee shall have the option to utilize accrued sick leave and/or compensatory time and/or vacation time and retain District-provided benefits while on pregnancy disability.

### **Parenting Leave (CFRA)**

A personal leave with one hundred percent (100%) of the District required fringe benefit payments may be granted to Confidential employees by the Board for a maximum of six (6) months, for a child rearing leave when in an unpaid leave status. A parenting leave may be extended per "Other Leaves" section.

### **Jury Duty**

The District shall grant a leave of absence with pay to any Confidential employee called for jury duty.

**Bereavement Leave** (Education Code Section 88194)

1. Each Confidential employee shall be entitled to a paid leave of absence not to exceed three (3) days, or five (5) days if out-of-state travel or one way travel in excess of 400 air miles is required, on account of the death of any member of his or her immediate family.
2. "Immediate family member" means the husband, wife, domestic partner, mother, father, sister, brother, son, mother-in-law, father-in-law, daughter, grandparent, grandchild, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, or any other person living in the immediate household of the Confidential employee, including domestic partner's parents.
3. Absence in excess of the benefits provided in this section may be taken in accordance with the provisions of Personal Necessity Leave, or as defined earlier in this Section.
4. The Chancellor has discretion to grant additional days of bereavement leave with full compensation in cases of demonstrated need.

**Voluntary Unpaid Leave of Absence**

1. Confidential employees may be granted an unpaid leave of absence for periods not exceeding one year. Any unpaid leave without pay of one month or more must be approved by the employee's supervisor.
2. Confidential employees may return to their same position or a comparable position in the same class range as previously held prior to the leave of absence.
3. During a voluntary unpaid leave of absence, Confidential employees may continue to participate in District-sponsored health benefits at his/her own expense. The employee's payment schedule will be determined by the District.

**Legal and Civic Duties**

Confidential employees shall be granted a leave of absence to appear as a witness in court, other than a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee. Confidential employees who appear in court on behalf of the District shall be deemed to be in a working status.

### **Legislative Leave**

1. Any Confidential employee elected to the State Legislature/U. S. Congress shall be granted a leave of absence without pay and benefits for the duration of employee's elected term of office, if requested by the employee.
2. The Confidential employee must resume full duties within six (6) months after the term of office expires.
3. Compensation for any part-time service by a Confidential employee on legislative leave shall be on a pro-rata basis of the employee's full time salary at the beginning of the legislative leave.
4. Upon completion of the term of office, the Confidential employee shall be reinstated to a position comparable to the one held prior to election.
5. Any individual employed to take the place of a Confidential employee who has been granted a legislative leave shall have no right to such position following the return of such Confidential employee to the position.

### **Military Leave**

Confidential employees will be granted military leave in accordance with provisions of the Education Code and Military and Veterans Code upon submission of official orders to the District by the affected employee.

### **Leave for Professional Exchange**

Upon recommendation of the Chancellor and Board approval, one leave of absence annually may be granted to a Confidential employee for professional exchange; provided the applicant agrees, in advance, to return to full-time service of the District for at least one year upon completion of the exchange. Credit for such service on the salary schedule and all other fringe benefits shall be granted on a year-to-year basis.

### **Other Leaves**

The parties recognize and acknowledge that the District Board of Trustees has sole, exclusive and discretionary rights to grant to Confidential employees such other leaves of absence (e.g., educational leave, paid or unpaid, extension of child care leave; or the care of an ill or disabled spouse, parent, or child as the Board sees fit and proper on condition that such leaves shall not individually exceed any one (1) year in duration, and that all continuous leaves granted to any individual employee under any authority of this Article shall not, collectively, exceed two (2) school years' continuous duration.



**Industrial Accident and Illness Leave**

Confidential employees shall be granted the same provisions for leaves under this category as identified in California Education Code Section 88192.

Upon exhaustion of all accrued sick leave credit and accrued compensatory time, if the Confidential employee remains unable to return to work, the Confidential employee may commence substitute differential leave, a paid leave, wherein the Confidential employee shall receive the difference between his/her regular salary and the amount actually paid to a substitute, hired to temporarily replace the disabled Confidential employee. Confidential employees may utilize substitute differential leave upon exhaustion of accrued sick leave, compensatory time, and/or vacation to a maximum of five months following the original commencement of the disability/absence. This includes days when the Confidential employee utilized accrued sick leave benefits.

Employees may qualify for substitute differential from the first date of illness covered by this section when a doctor's note is presented which includes a statement of necessity to be absent from work, identifies the nature of the illness, and indicates the dates authorized to be absent.

**SDI:** SDI Benefits were implemented 07/01/06. This item is employee paid and is no cost to the District. The District will coordinate an employee's leave with SDI benefits.

## SECTION 4

### PERFORMANCE EVALUATION

The purpose of the evaluation program is to improve the work performance of unit members, to improve productivity and to recognize and acknowledge superior performance by the unit members.

#### **Responsibility for Evaluations**

Evaluations shall be conducted by the unit member's immediate Supervisor and shall be reviewed by a higher-level designated administrator (normally the evaluator's supervisor). The Associate Vice Chancellor of Human Resources shall coordinate and administer the evaluation process.

#### **Evaluation Forms**

Evaluations shall be reported on forms provided by the District. The District shall establish minimum standards of performance for all unit members in the areas of work habits and working relationships. The designated Supervisor shall establish the skills needed for a specific position, which will be documented as a part of the evaluation form.

#### **SCHEDULE FOR EVALUATION**

**Probationary:** A probationary unit member shall be evaluated twice during the twelve-month probationary period, once by the end of the fourth month of employment and again by the end of the eighth month of employment. A satisfactory evaluation is necessary to gain regular status in the District. If an unsatisfactory evaluation is recorded during the probation period, a determination will be made by the immediate supervisor on the appraisee's employment status with the District. Unit members may be released prior to, during, or after an improvement plan has been implemented. **See Attachment A for Probationary Evaluation Form.**

**Permanent:** Permanent unit members shall be evaluated annually for the first three years and every other year thereafter. Unit members with unacceptable performance may be evaluate more often. **See Attachment B for Permanent Evaluation Form.**

**Conditional Status:** Permanent unit members who are promoted to another classification shall serve a promotional probationary period of six (6) months called conditional status. While serving in this status, the unit member shall receive all rights and privileges of permanent unit members. At the end of the six-month promotional probationary period, the member will have an evaluation. If the unit member fails to pass the conditional status period, the unit member may request to return to his/her

previous position if the position is vacant and is mutually agreed upon with the Associate Vice Chancellor of Human Resources, or designee.

**Additional Evaluations:** Additional performance evaluation may be made whenever requested by the unit member's immediate supervisor, or by the unit member.

**Special Evaluation:** Special evaluations may be performed as a part of an Improvement Program, as addressed in "Improvement Program."

### **EVALUATION PROCESS**

The purpose of the evaluation is to keep the unit member informed of his/her performance and to assist the unit member in performing in a proficient to distinguished level to support the mission of the department, college, and/or District.

The evaluation is given periodically and is not intended to include negative performance issues on an annual one-time basis alone. Immediate supervisors are expected to keep unit members informed of any negative work performance on a regular basis to improve performance. All performance issues should be discussed with the unit member within twenty (20) working days and followed up in writing within a reasonable time after the performance issues occur.

The immediate Supervisor shall complete the evaluation and meet with the unit member to review the evaluation form together to discuss areas of performance to include satisfactory and needs improvement.

If the unit member is dissatisfied with the performance evaluation of the immediate supervisor, the unit member will have ten (10) working days to attach his/her response to the evaluation prior to insertion in the personnel file. If the ten (10) days have expired, the unit member may submit a response to the Human Resources Department which will be included in the personnel file.

The immediate supervisor of the unit member shall meet with the unit member if requested regarding the performance evaluation. The supervisor may meet to discuss the unit member's performance evaluation and may recommend a revision and/or addendum.

All favorable documentation to be included in the performance evaluation shall be provide to, and discussed with, the unit member.

All written remarks on the evaluation shall be specific. Any negative comments shall be provide to, and discussed with, the unit member.

As specified by law, the Associate Vice Chancellor of Human Resources shall hold the performance evaluation for ten (10) working days before filing it. If a response is submitted within ten (10) working days of the evaluation, it will be reviewed by the Associate Vice Chancellor of Human Resources prior to the materials being placed in the unit member's personnel file. However, a written response may be submitted at any time, and directly placed in the personnel file.

The unit member shall be entitled to have a representative present at any level of this evaluation. Management may have an observer any time a steward is present.

### **IMPROVEMENT PROGRAM**

The immediate supervisor will provide a written plan of specific activities to be undertaken to achieve improvement in specific areas of work performance which are identified and indicated in the evaluation. The plan for improvement must be approved by the department administrator before implementation and attached to the performance evaluation. The improvement plan will not include any requirements beyond what would normally be required for the position. For example, the unit member will not be required to attend conferences on weekends without consent. The improvement plan will include a timeline to be re-evaluated, which shall be no less than six (6) months.

**Special Evaluation:** As an integral part of the improvement program, the administrator and/or Supervisor may decide to conduct an interim evaluation to determine progress in achieving the objectives of the improvement program sooner than the timeline identified in the improvement program. In this case, the unit member shall be notified.

If the special evaluation does not reflect the desired improvement, the Associated Vice Chancellor of Human Resources shall meet with the administrator and the unit member to discuss changes needed in the plan to produce the desired results.

Unit members who have been unsuccessful in completing an improvement program and subsequently receive a "does not meet expectations" performance evaluation, which is upheld by the next level, may be recommended for disciplinary action.

## SECTION 5 RETIREMENT

It is the policy of the Board of Trustees to recognize the length of service and contribution made to the District by retiring Confidential staff who are participating members of CalPERS or CalSTRS. This is acknowledged through a compensation program of a fully paid retirement benefits package for pre-1994 hires.

### **Retirement Benefits**

#### Medical Coverage for Qualified Annuitants

An employee who retires from the District as a qualified annuitant as regulated by the Public Employees Retirement System will receive the District contribution to medical insurance as specified by Resolution No. 14091603, in accordance with the unequal contribution method described therein.

- Medical and dental benefits for retirees shall include a spouse/domestic partner or surviving spouse, eligible dependents and/or eligible dependents of domestic partner.
- Retirees not eligible for District-paid medical and dental benefits may participate in District medical and dental plans at their expense.
- A change in medical plan may result in plan changes – retirees changing plans as a result of a move are entitled to the level of service offered in the new area. Eligible choices will be restricted to the plans available in the new area.

#### Tier One – Unit Members Hired Prior to January 1, 1994

Confidential members hired prior to January 1, 1994, who meet the eligibility requirements listed in Tier One Eligibility, shall receive, in retirement, the paid benefits package which was in effect upon the date of their retirement and the District will pay 100% of the member's annual premium costs.

#### **Tier One Eligibility**

To qualify for District-paid lifetime medical and dental benefits, a unit member hired prior to January 1, 1994, must fulfill the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.

- b. Retirement through California Public Employees Retirement System or California State Teachers Retirement System.
- c. Service to the District must immediately precede retirement.
- d. Enrollment in all parts of Medicare when initially eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.
- e. Completion of the following service requirement:

1. Employees retiring who were hired before November 1, 1990 must have completed ten (10) years of service with the District to receive District-paid benefits.

50% = 5 years

80% = 8 years

60% = 6 years

90% = 9 years

70% = 7 years

100% = 10 years

2. Employees retiring who were hired on or after November 1, 1990, but prior to January 1, 1994, must have completed fifteen (15) years of service with the District to receive fully-paid District medical and dental benefits. The District's contribution to medical and dental benefits as described below for employees with at least ten (10) years and less than fifteen (15) years of service will be prorated according to the following scale:

50% = 10 years

80% = 13 years

60% = 11 years

90% = 14 years

70% = 12 years

100% = 15 years

### **Tier One Benefits**

The Board of Trustees authorizes the payment of medical and dental benefits for retired Confidential employees and their surviving spouses and eligible dependents, or a surviving spouse until such time as the surviving spouse remarries or dies. (See Eligibility) Retirees shall continue to receive the fully paid medical and dental benefits package in effect upon the date of their retirement.

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091603, the District will provide the contribution defined below to Tier One Retirees (hired before January 1, 1994) who meet eligibility requirements described herein.

The District's contribution shall consist of:

- 100% of the retiree's annual medical and dental insurance premiums, minus the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091603. If the employee has not met the years of service requirement for benefits to be 100% paid by the district, they will receive a percentage contribution from the district as outlined in Tier One Eligibility.

Tier Two – Unit Members Hired Prior to January 1, 1994 and who retire on or after January 1, 2015.

To qualify for District-paid lifetime medical and dental benefits a retiree hired prior to January 1, 1994 must meet the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through California Public Employees Retirement System or California State Teachers Retirement System.
- c. Service to the District must immediately precede retirement.
- d. Enrollment in all parts of Medicare when initially eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.
- e. Completion of the following service requirement:
  1. Employees retiring who were hired before November 1, 1990 must have completed ten (10) years of service with the District to receive District-paid benefits.

50% = 5 years

80% = 8 years

60% = 6 years

90% = 9 years

70% = 7 years

100% = 10 years

2. Employees retiring who were hired November 1, 1990, but prior to January 1, 1994, must have completed fifteen (15) years of service with the District to receive fully-paid District medical and dental benefits. The District's contribution to medical and dental benefits as described below for employees with at least ten (10) years and less than fifteen (15) years of service will be prorated according to the following scale:

50% = 10 years	80% = 13 years
60% = 11 years	90% = 14 years
70% = 12 years	100% = 15 years

### **Tier Two Benefits**

The Board of Trustees authorizes the payment of medical and dental benefits for retired Confidential employees and their surviving spouses and eligible dependents, or a surviving spouse until such time as the surviving spouse remarries or dies. (See Eligibility) Retirees shall continue to receive the fully paid medical and dental benefits package offered to active Confidential employees.

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091603, the District will provide the contribution defined below to Tier ~~One~~ Two Retirees (hired before January 1, 1994) who meet eligibility requirements described herein.

The District's contribution shall consist of:

- 100% of the retiree's annual medical and dental insurance premiums, minus the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 14091603. If the employee has not met the years of service requirement for benefits to be 100% paid by the district, they will receive a percentage contribution from the district as outlined in Tier Two Eligibility.

Tier Three – Unit Members Hired on or after January 1, 1994 and who retire on or after January 1, 2015

Tier Three Eligibility – Established Pursuant to California Government Code Section 22895

To qualify for receipt of the District's minimum monthly employer contribution towards medical coverage, retirees hired on or after January 1, 1994 and who retire on or after January 1, 2015 must meet the following criteria:

- a. Active participation in the District fringe benefit program at the time of retirement.
- b. Retirement through California Public Employees Retirement System or California State Teachers Retirement System.
- c. Service to the District must immediately precede retirement.



- d Enrollment in all parts of Medicare when initially eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.
- e. Completion of the following service requirement: sixty (60) years of continuous credited service with the District

### **Tier Three Benefits**

Tier Three Retirees who meet the eligibility requirements listed under Tier Three Eligibility shall receive the District's minimum monthly employer contribution towards medical coverage as determined by CalPERS in accordance with Board Resolution No. 14091609. Tier Three Retirees may purchase dental coverage at their own expense.

No District-contributed retirement benefits are available for retiring full-time Confidential employees who were hired on or after 01/01/94 and do not serve the sixty (60) years of continuous credited service to the District. Those employees may purchase medical and dental retiree coverage at their own expense.

### **RETIREMENT INCENTIVES**

**Retirement Incentives:** All Confidential employees will be eligible to receive any District retirement incentives offered to other employee groups. Any PERS and STRS incentives will be provided based on the participation in one of the retirement plans.

#### **Early Retirement Incentive Program (ERIP)**

1. During the years that ERIP is provided by the District for its classified employees (and may be negotiated if other employee groups have this reinstated), Confidential staff who are at least 50 years of age and who have been employed by the District for at least 10 years, are eligible to participate in the early retirement incentive program for Confidential employees.
2. An eligible Confidential employee may apply to receive an employment or consulting contract under this chapter, and in alignment with the CalPERS Employment After Retirement regulations, by submitting a proposed ERIP plan to the Board of Trustees no later than six months before the beginning of the fiscal year following the effective date of the employee's retirement. The Board of Trustees may waive all or a portion of this time period when, in the Board's opinion, it is appropriate to do so.
3. A Confidential employee participating in the ERIP shall be entitled to employment of a consulting contract at an annual compensation not to exceed the maximum permitted by PERS for retired classified employees. The retiring employee shall also

be provided liability insurance and employees' compensation equivalent to that which is provided a full-time Confidential employee. Medical and dental benefits for those who meet eligibility requirements shall be provided under the terms of paid benefits for retired employees as listed in these policies.

4. In return for the compensation specified in paragraph C, the retired Confidential shall provide the District with an appropriate amount of professional services as determined in a written plan mutually agreed upon by the retired Confidential employee and the Board of Trustees. The retired Confidential shall consult with the designated administrator annually to work out a proposed plan for the service he or she will perform during each year of participation in the ERIP. Copies of the plan, once it is approved by the Board of Trustees, shall be provided to the retired Confidential employee and the Associate Vice Chancellor of Human Resources.
5. Provided the services performed as indicated in this policy are satisfactory, consulting contracts issued under this policy may continue annually for any term not exceeding five years.

### **Emeritus Benefits**

Confidential retirees will also be granted:

1. Admission to all Fine Arts performances and events held on Campus for members and spouse (reservations required, if applicable).
2. Unlimited library privileges.
3. Lifetime parking permit.

## SECTION 6 STAFF DEVELOPMENT

It shall be the policy of the Board of Trustees to recognize "staff development" as a continuous, systematic effort to improve administrative support of the district through staff involvement in activities that upgrade the skills, knowledge and ability of the administrative support staff.

The full-time Confidential employees of the District reaffirm that continued professional development enables Confidential employees to provide updated and effective support to administrators and staff in an educational environment. The Confidential employees recognize that professional development is a joint responsibility of each individual in conjunction with his/her manager or supervisor. The administrative team and the District, within the limitations of time and budget, will work together to plan and provide a balance of individual and group professional development opportunities for Confidential administrative support personnel.

The Staff Development Steering Committee, in consultation with the Confidential Employees, shall review needs and assist in the development of an annual plan for Confidential staff development.

## SECTION 7

### GROWTH INCENTIVE PROGRAM

#### **Philosophy**

The Confidential employees are an integral part of the District's ability to serve the community. Therefore, by the facilitation and commitment to continued growth, both professionally and personally, each Confidential employee ultimately contributes to and enhances the District's mission and goals in the service of higher education.

Any activity that either partially or primarily prepares a Confidential employee for improving or enhancing performance in present or future roles in higher education shall be deemed to be an opportunity available to that person.

This policy should apply to all Confidential employees in the District. The main focus of this policy will be to provide those opportunities related to job maintenance or enhancement, in order to upgrade skills, knowledge, and abilities via a broad spectrum of activities, such as credit or non-credit coursework, seminars and conferences, projects, workshops, or similar activities. These activities will include those that lead to certification, credentialing, or college degrees.

#### **Eligibility**

Any regular Confidential employee of the District who has served a minimum of one year shall be eligible to participate in this growth incentive program.

Any person who has earned growth incentive points and transfers or is promoted into a new District position before completing the nine points required for increment shall be allowed to carry over all points earned into the new position, other than Management. (See District policy and procedures regarding growth incentive points.)

Professional growth increments can be earned during each two years of service. Nine points are necessary for each award (see District policy and procedures).

A maximum of five growth increment steps may be earned.

#### **Points Awarded**

A professional growth increment will be awarded after a Confidential employee has completed nine points of approved study.

Two years must elapse from the date that an increment is granted before an employee is eligible for the next increment, during which time the person must complete nine additional points.

If an employee acquires units in excess of the nine points, two points may be carried over to the next period. Those professional growth increments that upgrade skills, are work related, and/or complete college-level degree programs may be earned by completing nine points in any combination of the following:

- a. Coursework at any accredited community college or university.
- b. Coursework in a program of adult education/vocational training or community development.
- c. Professional workshops, seminars, conferences, or classes.
- d. Any other course or activity approved by the person's supervisor and the Associate Vice Chancellor of Human Resources.

### **Credits and Growth Incentive Points**

1. Each semester college unit shall constitute one growth incentive point.
2. Each quarter college unit shall constitute 0.66 growth incentive point.

Only those courses completed with a grade of "C" or higher will be eligible for growth incentive points.

Points shall be awarded for job-related non-credit college courses, adult educational or vocational training, and professional workshops, seminars, conferences, or classes as follows:

- a. Each four hours of in-class time will entitle the Confidential employee to one-quarter point;
- b. Hours accumulated from two or more classes, seminars, conferences, or workshops may be combined to accumulate points.

Only those classes taken in excess of the minimum required to maintain an employee's position may be credited toward growth incentive points.

### **Procedures**

Confidential employees wishing to obtain Growth Incentive credits must comply with the following procedures:

- a. Obtain a Growth Incentive application form from the Human Resources Department or on the Human Resources web page.
- b. Complete the Growth Incentive application form and submit it to the Human

Resources Department at least ten (10) days prior to the beginning of the course or activity.

- c. The completed form shall be signed by the applicant, his or her supervisor, and submitted to Human Resources.

Serious consideration will be given to each request, and no request shall be unreasonably denied. If denied, the employee may provide additional justification for consideration on appeal.

The application will be approved or disapproved, in writing to the employee, within fifteen (15) days of receipt of the application, but prior to the first day of the activity or class. (See District policy)

Those employees applying for college-level certificates or degrees must submit a course of action concerning their intent to complete the program, as well as a projected timeline for completion of the activity. Included in this action plan will be their major emphasis of study or coursework, or the intent of the workshop, seminar, conference or similar activity, and how it relates to their job maintenance or enhancement.

Those requests received after the application deadline (see above) shall be evaluated using the above-mentioned criteria; however, written justification for the late submittal must be included.

Growth incentive credits will not be granted until official course documents, or written evidence of completion of an activity, are received by the Human Resources Department. It will be the employee's responsibility to see that transcripts or other evidence of completion is submitted within thirty calendar days of completion of the activity, or receipt of such documents by the individual.

Upon initiating a Staff Growth Incentive program, the employee must complete each nine-unit award within a three-year period. A request for an extension of the three-year period must be provided in writing to Human Resources, along with evidence and/or justification for requesting the extension. Credit will NOT be given for activities or coursework taken while the employee is on released time or for those activities and/or coursework and related expenses that are paid for the employee by the District. This will include those ten or eleven-month contract employees who take courses during the summer. The earned incentive amount will be included in each subsequent paycheck of the employee during his or her employment with the District.

### Awards

Effective July 1, 2018, a professional growth increment award based on completion and approval of the above requirements shall be \$45.00 per month. Awards will be included

in the first January 31 or the first July 31 paycheck (whichever occurs first) following completion of the requirements of the activity, and submission of proof of completion to the Associate Vice Chancellor of Human Resources. This amount will be included in each subsequent paycheck of the employee during his or her employment with the District.

### **Educational Awards**

A regular Confidential employee, upon receipt of any of the following while employed by the District, shall receive the specified cash award:

- a. Completion of a GED/High School diploma: One-time cash award of \$100.
- b. Completion of an AA or AS degree: One-time cash award of \$250.
- c. Completion of a Baccalaureate degree: One-time cash award of \$500.
- d. Completion of a Master's degree: One-time cash award of \$1,000.
- e. Completion of a Doctoral degree: One-time cash award of \$2,000.

## SECTION 8

### RIGHTS AND DUE PROCESS

#### **Right to Meet and Advise**

Work-related issues and concerns that arise are generally discussed and resolved collegially. In the event that this is not possible, and in the event that the issues and concerns cannot appropriately be discussed and resolved with the Confidential employee's immediate supervisor, the Confidential employee shall be able to Meet and Advise with the supervisor of his or her immediate supervisor.

#### **Designated Advisor**

Confidential employees in each of the two Colleges and in District Services have the right to select a Designated Advisor who will act as advisor and advocate on behalf of the Confidential employee. The Designated Advisor is selected for his or her knowledge and understanding of this unique, positive, and professional relationship, the unique rights and obligations of this relationship, and for his or her ability to assist the Confidential employee through a process to mediate and resolve differences. The Confidential employee has the option to select his or her own designated advisor or to Meet and Advise on his or her own.

#### **Meet and Advise Process**

##### **Step 1: Meeting between Employee and Supervisor**

The Designated Advisor will counsel the Confidential employee on the preparation for a Meet and Advise session with his or her immediate supervisor. The consultation should be done orally using prepared and documented information. The intent of a Meet and Advise session is to permit the Confidential employee to advise his or her immediate supervisor of his or her concerns. The immediate supervisor will, in turn, respond and advise the Confidential employee. The Designated Advisor may attend this meeting if so requested by the Confidential employee.

##### **Step 2: Meeting with Supervisor's Supervisor**

If Step 1 does not resolve the concerns of the Confidential employee, the Designated Advisor will assist the Confidential employee in developing a written and documented statement of the issue and concern and of the status between the Confidential employee and his or her immediate supervisor. The Designated Advisor will meet with the supervisor of the Confidential employee's immediate supervisor and submit the written and documented statement. The supervisor of the Confidential employee's immediate supervisor will meet and discuss the issues and concerns with the Confidential employee's immediate supervisor.



If the situation is resolved between the two, the resolution will be submitted to the Confidential employee by the immediate supervisor. If the resolution is acceptable to the Confidential employee, the matter is ended.

**Step 3: Meeting with President or Chancellor**

If the resolution is not acceptable to the Confidential employee, the Designated Advisor will assist the Confidential employee in the development of further documented information on the status of the unresolved issue and concern. This information will then be submitted to the President of the College, or to the Chancellor in the case of a District Services Confidential employee.

The President or the Chancellor will then meet one-on-one with the Confidential employee and his or her immediate supervisor. The Designated Advisor may attend such a meeting, but only as an observer. The President or the Chancellor will then submit his or her advice to the individuals concerned.

**Step 4: Consultation with the Board of Trustees**

If the issues and concerns cannot be resolved at Step 3, the Designated Advisor will, in conjunction with the Associate Vice Chancellor of Human Resources, assist the Confidential employee in preparing an Advisory Item for the District Board of Trustees.

**SECTION 9**  
**PERSONNEL FILES**

Materials in personnel files of Confidential employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved. Such review shall take place during normal business hours, and the Confidential employee shall be released from duty for this purpose without salary reduction.

Such materials are not to include ratings, reports, or records that were obtained prior to employment of the employee, including selection committee records. Information of a derogatory nature will not be entered or filed unless and until the employee is given notice and an opportunity to review the materials. A Confidential employee shall have the right to enter, and have attached to any such derogatory statement, his or her own response.

**SECTION 10**  
**RETENTION/DISMISSAL**

Disciplinary action, including action related to retention or dismissal of Confidential employees, shall be taken in accordance with the following provisions of the Education Code and/or related legal directives.

\*Reference: Education Code Sections 88121, 88122, 88123, 88124.

**ATTACHMENT A**  
**CONFIDENTIAL EMPLOYEE PERFORMANCE EVALUATION**  
*(Probationary)*

The probationary period provides the employee and the District an opportunity to assess whether the employee and the position are a good match. During this period, the employee should receive training, coaching, mentoring and feedback from his/her supervisor(s) frequently. The written evaluation must take into consideration the employee's length of time in his/her position and his/her progression in the specific areas of evaluation.

Employee Name: \_\_\_\_\_ G# \_\_\_\_\_

Reporting Period: From: \_\_\_\_\_ To: \_\_\_\_\_

4<sup>th</sup> Month Probationary       8<sup>th</sup> Month Probationary       Other

Position Classification: \_\_\_\_\_

Department: \_\_\_\_\_

Supervisor: \_\_\_\_\_ G# \_\_\_\_\_

**Performance Standards**

(E) Exceeds Expectations	(M) Meets District Expectations	(N) Needs to Improve	(U) Unacceptable
Consistently exceeds expectations.	Displays and maintains an effective and consistent level of performance that fulfills requirements.	Performance did not consistently meet expectations. Performance Improvement Plan needed.	Consistently fails to meet expectations. Significant improvement needed with additional support/direction from supervisor.

**Performance Areas**

**1. Quantity of Work**

- |     |  |                          |   |                          |   |                          |   |                          |   |
|-----|--|--------------------------|---|--------------------------|---|--------------------------|---|--------------------------|---|
| 1a. | Progression of workload as appropriate to time in position | <input type="checkbox"/> | E | <input type="checkbox"/> | M | <input type="checkbox"/> | N | <input type="checkbox"/> | U |
| 1b. | Completes assignments on schedule/meets deadlines          | <input type="checkbox"/> | E | <input type="checkbox"/> | M | <input type="checkbox"/> | N | <input type="checkbox"/> | U |

The evaluator will specifically describe each "Unacceptable" rating and establish a goal for improvement and list administrative support provided the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate targeted behavior.

- 1a.  
1b.

**2. Quality of Work**

- |     |   |                            |                            |                            |                            |
|-----|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 2a. | Pays attention to detail; is accurate           | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 2b. | Prepares a neat and thorough work product       | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 2c. | Completes all assigned aspects of a project     | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 2d. | Organizes/prioritizes work effectively          | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 2e. | Uses correct and appropriate written expression | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 2f. | Uses correct and appropriate verbal expression  | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |

The evaluator will specifically describe each “Unacceptable” rating and establish a goal for improvement and list administrative support provided the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

- 2a.
- 2b.
- 2c.
- 2d.
- 2e.
- 2f.

**3. Dependability**

- |     |   |                            |                            |                            |                            |
|-----|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 3a. | Observes work hours   | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 3b. | Returns from breaks/lunch on time                             | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 3c. | Attends work regularly  | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 3d. | Notifies supervisor in a timely manner of lateness or absence | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |

The evaluator will specifically describe each “Unacceptable” rating and establish a goal for improvement and list administrative support provided the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

- 3a.
- 3b.
- 3c.
- 3d.

**4. Work Habits & Communication**

- |     |   |                            |                            |                            |                            |
|-----|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 4a. | After direct instruction, works independently with minimal supervision          | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4b. | Complies with rules/regulations   | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4c. | Learns from mistakes  | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4d. | Complies with work instructions   | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4e. | Takes responsibility for actions  | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4f. | Works efficiently and concentrates efforts on assigned tasks                    | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4g. | Keeps office space organized and neat   | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4h. | Communicates with co-workers in respectful and cooperative manner               | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4i. | Communicates with supervisors; appropriately suggests better procedures/methods | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4j. | Keeps supervisor informed of status of assigned work                            | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4k. | Sets priorities; anticipates work cycles and plans accordingly                  | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 4l. | Maintains confidentiality   | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |

The evaluator will specifically describe each “Unacceptable” rating and establish a goal for improvement and list administrative support provided the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

- 4a.
- 4b.
- 4c.
- 4d.
- 4e.
- 4f.
- 4g.

- 4h.
- 4i.
- 4j.
- 4k.
- 4l.

**5. Attitude/Cooperation**

- |   |                            |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 5a. Accepts assignments with courtesy and respect                               | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 5b. Welcomes constructive suggestions for improvement with courtesy and respect | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 5c. Shows interest and enthusiasm   | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 5d. Demonstrates pride in doing work well                                       | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 5e. Shows willingness to work collaboratively with others                       | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |

The evaluator will specifically describe each “Unacceptable” rating and establish a goal for improvement and list administrative support provided the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

- 5a.
- 5b.
- 5c.
- 5d.
- 5e.

**6. Job Knowledge & Skills**

- |  |                            |                            |                            |                            |
|--|----------------------------|----------------------------|----------------------------|----------------------------|
| 6a. Demonstrates knowledge of processes and/or procedures    | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 6b. Demonstrates willingness to improve skills, as necessary | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 6c. Demonstrates an understanding of position’s duties       | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 6d. Follows established safety practices                     | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |

The evaluator will specifically describe each “Unacceptable” rating and establish a goal for improvement and list administrative support provided the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

- 6a.
- 6b.
- 6c.
- 6d.

**7. Adaptability**

- |   |                            |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 7a. Open to new ideas and processes                     | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 7b. Performs well in different and diverse situations   | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 7c. Adapts well when unexpected/urgent situations arise | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |

The evaluator will specifically describe each “Unacceptable” rating and establish a goal for improvement and list administrative support provided the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

- 7a.
- 7b.
- 7c.

**8. Interpersonal Relationships & Customer Service**

- |  |                            |                            |                            |                            |
|--|----------------------------|----------------------------|----------------------------|----------------------------|
| 8a. Demonstrates customer responsiveness and courtesy  | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 8b. Demonstrates respect and discretion when dealing with customers  | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 8c. Demonstrates collaborative and cooperative spirit when interacting with co-workers                                       | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 8d. Foster an environment that promotes equity, inclusion, and equal opportunity for students and employees of the district. | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |

The evaluator will specifically describe each “Unacceptable” rating and establish a goal for improvement and list administrative support provided the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

- 8a.
- 8b.
- 8c.
- 8c.

**9. Leadership *(for Supervisors ONLY)***

- |   |                            |                            |                            |                            |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 9a. Plans and assigns work  | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 9b. Gives clear instructions                                      | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 9c. Makes decisions   | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 9d. Bases decisions on appropriate facts                          | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 9e. Bases decisions on appropriate district rules and regulations | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 9f. Delegates responsibility                                      | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 9g. Exercises fairness and impartiality                           | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 9h. Trains and develops personnel                                 | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 9i. Maintains morale  | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |
| 9j. Plans effectively with supervisors                            | <input type="checkbox"/> E | <input type="checkbox"/> M | <input type="checkbox"/> N | <input type="checkbox"/> U |

The evaluator will specifically describe each “Unacceptable” rating and establish a goal for improvement and list administrative support provided the unit member. The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

- 9a.
- 9b.
- 9c.
- 9d.
- 9e.
- 9f.
- 9g.
- 9h.
- 9i.
- 9j.

<b>Overall Performance Rating</b>		<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U
1.	Quantity of Work	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U
2.	Quality of Work	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U
3.	Dependability	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U
4.	Work Habits & Communication	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U
5.	Attitude/Cooperation	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U
6.	Job Knowledge & Skills	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U
7.	Adaptability	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U
8.	Interpersonal Relationships & Customer Service	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U
9.	Leadership <i>(for Supervisors ONLY)</i>	<input type="checkbox"/> E	<input type="checkbox"/> M	<input type="checkbox"/> N	<input type="checkbox"/> U

Comments (attach a separate sheet, if necessary):

1.	<input type="text"/>	6.	<input type="text"/>
2.	<input type="text"/>	7.	<input type="text"/>
3.	<input type="text"/>	8.	<input type="text"/>
4.	<input type="text"/>	9.	<input type="text"/>
5.	<input type="text"/>	10.	<input type="text"/>

**Goals Identified for Next Evaluation Period:**

**Optional: Employee's Comments** (attach a separate sheet, if necessary):



**Employee:**

I acknowledge having seen and discussed this report with my supervisor. My signature does not necessarily signify agreement. I understand that I may submit a written response to be attached to this evaluation and placed in my personnel file.\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Supervisor:**

This report is based on my direct observation and/or knowledge. It represents my best judgment of this employee's performance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Evaluator's Supervisor:**

This is confirmation that the above supervisor has completed the evaluation for this employee.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*Written response must be submitted to the supervisor within ten (10) working days. The original copy will be attached to the Performance Evaluation Report and forwarded to Human Resources.

**ATTACHMENT B**

**CONFIDENTIAL EMPLOYEE PERFORMANCE EVALUATION  
(Non-Probationary)**

Employee Name: \_\_\_\_\_ G# \_\_\_\_\_

Reporting Period: From: \_\_\_\_\_ To: \_\_\_\_\_

6<sup>th</sup> Month Conditional       Annual       Biennial       Other

Position Title: \_\_\_\_\_

Department: \_\_\_\_\_

Supervisor: \_\_\_\_\_ G# \_\_\_\_\_

**Performance Standards**

*(The following terms are to be reviewed and understood by both the employee and the administrator prior to the evaluation. It is important for consistency and enhanced communication that both supervisor and employee operate with the same definition for each of the performance standards.)*

<b>Outstanding</b>	<b>Consistently Meets Expectations</b>	<b>(N) Needs to Improve</b>	<b>(U) Unacceptable</b>
Performance reflects superior skills, knowledge, and ability by consistently exceeding job requirements and often demonstrating exceptional performance. Makes unique and significant contributions to the department.	Performance meets the job description requirements. Employee consistently meets normally accepted standards and satisfactorily completes assignments. Employee achieves results one would expect taking into consideration training received and related background/experience.	Performance does not consistently meet standards; requires more direction and supervision to accomplish the task than normal; performs below minimum job requirements; does not meet performance expectations. Improvement required within a defined period of time to meet standards.	Performance does not meet requirements of the job and seriously impacts the department's effectiveness. Improvement in employee's performance is essential.

All ratings must be substantiated by supporting observations and examples. In addition, for Needs-to-Improve and Unacceptable ratings, specific recommendations for improvement must be outlined. A follow-up evaluation will need to be scheduled within a defined period of time to assess the employee's improvement and whether or not competency has been reached.

**Performance Areas**

**Knowledge of Duties**

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

<input type="checkbox"/> Outstanding	<input type="checkbox"/> Consistently Meets Expectations	<input type="checkbox"/> Needs to Improve	<input type="checkbox"/> Unacceptable
Demonstrates a mastery of breadth and depth of knowledge. Is regarded as an expert.	Has good knowledge of job responsibilities and meets standards.	Deficient in knowledge and has limited awareness of job duties.	Lacks required knowledge to perform job. Work is consistently below standards.

Comments:

<p><b>Quality of Work/Accuracy</b>  <i>Performs at a high level of competency, accuracy and thoroughness. Uses initiative and creativity as appropriate in providing service.</i></p>			
<input type="checkbox"/> Outstanding Demonstrates exemplary work and a high level of accuracy and creativity. Work is consistently of high quality.	<input type="checkbox"/> Consistently Meets Expectations Produces quality results. Work is accurate and thorough. Pays attention to detail.	<input type="checkbox"/> Needs to Improve Quality of work is below standard. Requires direction.	<input type="checkbox"/> Unacceptable Accuracy and competency is not demonstrated. Constant supervision is required.
<p>Comments:</p>			

<p><b>Attendance/Punctuality</b>  <i>Schedules and uses leave in an appropriate manner that is sensitive to the department and workload priorities. Adheres to work schedule; reports to work on time.</i></p>			
<input type="checkbox"/> Outstanding Attendance is exemplary and uses good judgment in scheduling leave.	<input type="checkbox"/> Consistently Meets Expectations Attendance is reliable and gives proper notice in advance of foreseeable absences.	<input type="checkbox"/> Needs to Improve Frequently late/absent from work and does not use good judgment in scheduling leave.	<input type="checkbox"/> Unacceptable High absenteeism. Ignores leave guidelines. Absenteeism adversely affects work environment.
<p>Comments:</p>			

<p><b>Follow Through/Prioritization</b>  <i>Demonstrates good judgment in planning, organizing, and completing work.</i></p>			
<input type="checkbox"/> Outstanding Demonstrates exemplary skills in planning and organizing the completion of work.	<input type="checkbox"/> Consistently Meets Expectations Plans, organizes and completes work.	<input type="checkbox"/> Needs to Improve Insufficiently plans, is disorganized and completion of work is inconsistent.	<input type="checkbox"/> Unacceptable Fails to plan, to organize and to complete work as required.
<p>Comments:</p>			

<p><b>Team Player</b>  <i>Works well and effectively with others; responsive, positive attitude towards work; ability and willingness to work with associates, administrators and subordinates toward common goals; cooperative, accommodating and dependable.</i></p>			
<input type="checkbox"/> Outstanding Actively works with others to accomplish common tasks and reach goals.	<input type="checkbox"/> Consistently Meets Expectations Works well as a team member and contributes to the goal.	<input type="checkbox"/> Needs to Improve Reluctant to perform as team member. Unwilling to work with others towards common goals.	<input type="checkbox"/> Unacceptable Uncooperative and will not perform as a team member. Action is detrimental to accomplishing goals.
<p>Comments:</p>			

<p><b>Effectiveness/Efficiency</b>  <i>Demonstrates the ability to use time wisely in producing the volume of work required for the position.</i></p>			
<input type="checkbox"/> Outstanding Results routinely exceed expectations in terms of time usage and quantity produced.	<input type="checkbox"/> Consistently Meets Expectations Completes assigned work and uses time wisely.	<input type="checkbox"/> Needs to Improve Uses time inefficiently and volume of work is insufficient.	<input type="checkbox"/> Unacceptable Fails to accomplish tasks. Fails to use time efficiently. Unable to work on multiple tasks.
<p>Comments:</p>			

<p><b>Flexibility</b>  <i>Demonstrates the ability to accommodate unexpected changes in the work routine.</i></p>			
<input type="checkbox"/> Outstanding Consistently goes above and beyond to meet the demands of the unexpected.	<input type="checkbox"/> Consistently Meets Expectations Appropriately modifies behavior and work methods in response to the unexpected.	<input type="checkbox"/> Needs to Improve Has difficulty in responding to changing conditions in the work place.	<input type="checkbox"/> Unacceptable Unable or unwilling to respond to changing conditions in the work place.
<p>Comments:</p>			

**Interpersonal/Communication Skills**

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

<input type="checkbox"/> Outstanding	<input type="checkbox"/> Consistently Meets Expectations	<input type="checkbox"/> Needs to Improve	<input type="checkbox"/> Unacceptable
Promotes and builds excellent relationships with others.	Listens and responds effectively. Demonstrates respect for co-workers and others.	Lacks effective communication skills, negatively impacting job performance.	Insensitive communication skills that cause conflict.

Comments:

**Demonstrative Sensitivity and Awareness to Diversity**

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

<input type="checkbox"/> Outstanding	<input type="checkbox"/> Consistently Meets Expectations	<input type="checkbox"/> Needs to Improve	<input type="checkbox"/> Unacceptable
Demonstrates an understanding of the challenges and opportunities that diversity brings to the workplace; works to develop relationships among diverse groups of workers and students.	Demonstrates support for the diversity of co-workers and students; seeks to understand differences and respects differences in the workplace.	Expects others to act and think the way he/she does; little effort to accommodate differences; impatient with those who are different.	Intolerant of those who are different; refuses to acknowledge or accommodate differences.

Comments:

**Safe Work Habits**

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

<input type="checkbox"/> Outstanding	<input type="checkbox"/> Consistently Meets Expectations	<input type="checkbox"/> Needs to Improve	<input type="checkbox"/> Unacceptable
Models safe work habits. Identifies unsafe conditions and recommends solutions.	Practices safe work habits.	Neglects prescribed safety policies and procedures that define safe work habits.	Puts oneself, others and/or District at serious risk by failing to practice safe work habits.

Comments:

**Adaptability**

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

<input type="checkbox"/> Outstanding	<input type="checkbox"/> Consistently Meets Expectations	<input type="checkbox"/> Needs to Improve	<input type="checkbox"/> Unacceptable
Keeps abreast of current trends in area of expertise. Initiates the opportunity to adapt, and to learn new tasks.	Readily learns new tasks to keep current. Open to change and new ideas.	Is reluctant to adapt to a changing work environment.	Does not adapt to a changing work environment.

Comments:

**Leadership/Supervision (if applicable)**

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

<input type="checkbox"/> Outstanding	<input type="checkbox"/> Consistently Meets Expectations	<input type="checkbox"/> Needs to Improve	<input type="checkbox"/> Unacceptable
Demonstrates good supervisory skills in directing and assigning work; is fair, consistent, and responsible; perceived as a leader by work group.	Takes initiative when necessary; sets example of self-reliance and leadership; makes sound decisions; uses good judgment in the delegation or assignment of work.	Seldom takes initiative; cannot effectively delegate or assign work; perceived as unfair.	Uses bad, uninformed judgments and recommendations; fails to develop team among work unit; neglects oversight of operations.

Comments:

**Strengths**

*Summarize the employee's most significant strengths in the performance of work.*

Comments:

**Areas for Growth and/or Improvement**

*Highlight areas of potential growth, which may add to the employee's value to the District. Does the employee show ability to retain new concepts? Summarize any needed improvement. If appropriate, specify recommendations.*

Comments:

**OVERALL PERFORMANCE RATING**

*Evaluate how this employee has met the requirements of his/ her position during the entire period covered by this evaluation.*

Outstanding       Consistently Meets Expectations       Needs to Improve       Unacceptable

Comments:

- |                         |                          |
|-------------------------|--------------------------|
| 1. <input type="text"/> | 6. <input type="text"/>  |
| 2. <input type="text"/> | 7. <input type="text"/>  |
| 3. <input type="text"/> | 8. <input type="text"/>  |
| 4. <input type="text"/> | 9. <input type="text"/>  |
| 5. <input type="text"/> | 10. <input type="text"/> |

**Goals Identified for Next Evaluation Period:**

**Optional: Employee's Comments** (attach a separate sheet, if necessary):

**Employee:**

I acknowledge having seen and discussed this report with my supervisor. My signature does not necessarily signify agreement. I understand that I may submit a written response to be attached to this evaluation and placed in my personnel file.\*

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Signature

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Date

**Supervisor:**

This report is based on my direct observation and/or knowledge. It represents my best judgment of this employee's performance.

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Signature

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Date

**Evaluator's Supervisor:**

This is confirmation that the above supervisor has completed the evaluation for this employee.

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Signature

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Date

\*Written response must be submitted to the supervisor within ten (10) working days. The original copy will be attached to the Performance Evaluation Report and forwarded to Human Resources.



**ATTACHMENT C****West Valley-Mission Community College District  
Compensatory Time/Overtime Request and Timesheet Form Procedures**

*STEP 1: The employee will request compensatory time/overtime hours from his/her supervisor by completing the "Employee Request" section of the form:*

- **Date:** The date on which the activity is to be performed.
- **Activity:** What work will be performed.
- **# of Hrs:** The number of approximate hours needed to complete the activity.

*STEP 2: Once the "Employee Request" section has been completed, the supervisor will check the appropriate box "Comp Time" or "Overtime" and initial his/her approval for the hours requested.*

*STEP 3: Following the completion of the activity, the employee will complete the "Comp Time / Overtime Worked" section of the form.*

- **Start Time:** The time at which the activity was begun.
- **End Time:** The time at which the activity was completed.
- **# of Hrs:** The number of hours actually worked to complete the activity.

*STEP 4: Once the "Comp Time/Overtime Worked" section has been completed, the supervisor will initial his/her approval for the total number of hours worked.*

- At the end of the month, the employee and supervisor will complete the "**FOR EMPLOYEE / SUPERVISOR USE**" portion of the form indicating total request for the month (whether Comp Time or Overtime pay or combination of).

*Note: Regular Time Pay to be used for percentage employees only.*

- The employee and supervisor will both sign the form and forward to the Budget Administrator for an account number and authorization signature.
- After all signatures have been obtained, forward the form to Human Resources for processing.
- The forms cannot be changed once submitted to Human Resources or Payroll.