

SOUTHWESTERN COMMUNITY

COLLEGE DISTRICT

CLASSIFIED CONFIDENTIAL EMPLOYEE

HANDBOOK



Adopted by Governing Board: December 11, 2018

WELCOME

Southwestern Community College District ("SWC" or "District") is located in the city of Chula Vista, California. The District also consists of the following education centers and/or sites(s): Higher Education Centers at National City, Higher Education Center at San Ysidro, Higher Education at Otay Mesa, and Crown Cove Aquatic Center. SWC employs more than 2,000 full and part-time academic and classified employees.

PURPOSE

This Handbook is a general reference employment manual for Confidential employees and provides information which applies specifically to Confidential employees. This manual is a brief guide to the practices and policies that affect the Confidential employees, as well as benefits that have been approved by the Governing Board. These policies and practices are derived from a variety of sources including the California Education Code, the California Administrative Code Title V, the Southwestern College Governing Board approved policies and administrative regulations. This handbook is intended to provide an easy-to-use reference. In many cases the specific text of practices and policies are contained in this document. In other cases, summaries of the pertinent information from policies and procedures are contained herein. And finally, there are instances when the "governing document" is referenced.

MISSION STATEMENT

Southwestern Community College District, the only public institution of higher education in southern San Diego County, provides services to a diverse community of students by providing a wide range of dynamic and high quality academic programs and comprehensive student services, including those offered through distance education. The College District also stimulates the development and growth of the region through its educational, economic and workforce opportunities, community partnerships and services.

Southwestern Community College District promotes student learning and success and prepares students to become engaged global citizens by committing to continuous improvement that includes planning, implementation and evaluation. The College District provides educational opportunities in the following areas: associate degree and certificate programs, transfer, professional, technical, and career advancement, basic skills, personal enrichment and continuing education.

DEFINITION

A "Confidential" employee is defined by California Government Code §3540.1(c) as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management relations.

Confidential employees are expressly excluded from the definition of employees covered by the Educational Employment Relations Act ("EERA"). While Government Code section 3543.4 specifically permits confidential employees to be represented in their employment relations through non-exclusive representation, it also states clearly that such representation may *not* engage in collective bargaining.

Additionally, the California Public Employee Relations Board narrowly construes this definition to include the following:

- Access to confidential information is not, in and of itself, sufficient to confer Confidential status;
- The access to confidential information must occur as part of the employee's regular duties and must relate to employer-employee relations, including negotiations and grievance processing;
- Confidential employees are those who gather, create, or handle documents or data relating to or containing information about the employer's bargaining position, negotiating strategy or proposals; and
- Employees who gather, create or handle documents or data concerning employee grievances or who attend grievance meetings on behalf of the employer are Confidential employees.

I. EMPLOYMENT

A. Workweek

Pursuant to Education Code 88030, the workweek shall consist of not more than five consecutive working days for any employee having an average workday of four hours or more during the workweek. Such an employee shall be compensated for any work required to be performed on the sixth or seventh day following the commencement of the workweek at a rate equal to 1½ times the regular rate of pay of the employee designated and authorized to perform the work. An employee having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his or her workweek, be compensated for at a rate equal to 1½ times the regular rate of pay of the employee designated and authorized to perform the work.

B. Overtime

Confidential employees are eligible for overtime compensation in accordance with Education Code 88027 and 88030.

Overtime is defined as any time required to be worked in excess of eight (8) hours per day and (40) forty hours per week for those employees on a five (5) day, forty-hour (40) week. When employees work four (4), ten (10)-hour workdays, overtime is paid for hours in excess of ten (10) hours per day.

When an employee is required, without advance notice, to return to work after having left his/her regular duty station following the completion of a regular workday or workweek, he/she shall be paid for a minimum of two (2) hours without regard to length of time worked.

An employee who is authorized, by prior approval, to work overtime, shall be compensated at the rate of one-and-one-half time (1-1/2) his/her regular hourly rate for that overtime. Compensatory time off may be authorized in lieu of cash compensation for overtime work performed. When granted, it shall be at the rate of one-and-one-half hour of compensatory time for each hour of overtime worked. Compensatory time, when earned, is to be taken within twelve (12) calendar months following the month in which the overtime was worked.

C. Workbreaks

The normal lunch break is forty-five (45) minutes. With the approval of the administrative supervisor and the area Administrator, this period may be extended to one (1) hour provided it does not work a hardship on other other employees in the department or affect the efficiency of the office. In the event that the lunch/dinner break is extended, the time is to be made up either at the beginning or at the end of the workday.

Employees are entitled to two (2) fifteen (15) minute rest periods daily, one in mid-morning and one in mid-afternoon. This period may not be used to shorten the workday at either end or to extend the lunch break.

During periods of time when the District has established a four-day, ten-hour workweek, employees are entitled to two (2) twenty (20) minute rest periods.

D Layoffs

Whenever it becomes necessary to reduce the number of Confidential employees because of lack of work or lack of funds, the Superintendent/President shall recommend the specific positions to be discontinued. Confidential employees shall be laid off in reverse order of seniority within the job classifications of such discontinued positions.

Employees who have been laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months. During that time and when qualifications permit, they will be re-employed in preference to new applicants. (Section 88117 Education Code).

Recalls will be made in the reverse order of layoffs within each job classification. Those recalled will be re-employed as permanent employees without having to serve a probationary period.

Notification of recall will be made by certified mail to the employee's last known mailing address. The employee must respond within ten (10) days after receipt of the notification to arrange the conditions and time of return to work. The employee must be available within thirty (30) days.

II. EVALUATIONS

A. Definition

Official evaluation is defined as an evaluation submitted on the District standard form for evaluating.

B. Evaluation

No official evaluation of any employee shall be placed in the main personnel file without an opportunity for discussion between the employee and the evaluator. Evaluation shall be supported by observation and knowledge of the evaluator. Any Improvement-Needed evaluation shall include specific recommendations for improvement. The specific recommendations for improvement prepared by the immediate supervisor shall be monitored by the District for the purpose of assisting the employee. The employee shall have the right to review and respond to any derogatory evaluation in accordance with Education Code Section 87031.

Each Confidential employee shall be evaluated by the immediate supervisor.

Progress evaluations for all probationary employees shall be submitted on or about the end of third, sixth and tenth month from the date of appointment to the position.

Progress evaluations for all other permanent employees shall be submitted at least once during the fiscal year at a time designated by the District. After five (5) years of service in the current classification, the employee's regular evaluation will be once every three (3) years.

Special evaluation may be made on either a permanent or probationary employee at other-than specified times upon the request of the employee's supervisor or the Administration.

III. EMPLOYEE EXPENSES AND MATERIALS

A. Non-Owned Automobile Insurance

The District provides secondary personal injury and property damage insurance to protect employees in the event that employees are required to use their personal vehicles on employer business.

B. Physical Examinations

The District provides the full cost of any medical examination required as a condition of continued employment.

C. Property Damage

The District reimburses employees up to one hundred (\$100.00) dollars for each incident which exceeds ten dollars (\$10.00) for any stolen, damaged or destroyed personal property of the employee while on duty, on school property, or on a school-approved activity provided there was no negligence by the employee.

For the intent of this section, 'personal property' is defined as eyeglasses, hearing aids, dentures, watches or articles of clothing.

Vehicle damage shall be covered if the following conditions are met: (1) The employee was authorized to use his/her vehicle in a school-approved activity, (2) There was no negligence by the employee.

In the event an employee is reimbursed pursuant to this section, the District shall have the right to recover, to the extent of such payment, from the party committing the theft or damage to property.

An employee filing a claim pursuant to this section shall file said claim on the District-prepared claim form no later than three (3) working days following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions, and full description and/or serial numbers of damaged or stolen property. A police report of the incident may be required prior to consideration by the District.

IV. SALARY

The Governing Board has adopted salary schedules for Confidential employees which provide for uniform compensation for like services. Position classifications and pay structures are reviewed by the Governing Board annually, normally prior to the end of fiscal year. Newly adopted schedules are distributed to all employees.

A. Incremental Salary Increases

Granting of any incremental increase in salary is contingent upon the employee's receiving an annual evaluation of Satisfactory or better. The annual incremental salary increase consists of an additional step on the salary schedule each year until the employee reaches the maximum numbered step. In order to be eligible for an incremental (step) increase, the employee must have been employed at seventy-five percent (75%) or more of a full-time assignment, and must have completed seventy-five percent (75%) of the workyear assigned. Employees working less than seventy-five (75%) of full-time will receive step advancement as follows:

Less than forty percent (40%) of a full-time assignment – every third year
Forty percent (40%) of a full-time assignment – every second year

B. Salary Differential

Employees whose normal assignment requires them to work until 7:00 p.m. or later for at least sixty percent (60%) of the fiscal year will be entitled to an additional two-and-one-half percent (2.5%) beyond the normal salary schedule annually. Employees whose normal assignment requires them to work after 10:45 p.m. for at least sixty percent (60%) of the fiscal year will be entitled an additional five percent (5%) beyond the normal salary schedule annually.

C. Split-Shift Compensation

Employees whose assigned shift contains one or more periods of unpaid time which exceeds one (1) hour, excluding lunch periods, for 75% of the fiscal year, shall be paid a shift differential premium of two and one-half percent (2 ½%) above the regular rate of pay for all hours worked.

D. Longevity Increment

All employees who have been employed for ten years or longer shall receive a longevity increment of three-and-one-half percent (3.5%) above their salary. Additional longevity increments are awarded at thirteen (13) and sixteen (16) years of service to the District.

E. Earned Degree Range Advancement

Confidential employees will be provided a (1) one-time range advancement for an earned degree beyond the minimum qualifications for the job classification.

F. Doctorate Degree Stipend

Southwestern Community College establishes that those Classified Management, Supervisory, Confidential and Bargaining Unit employees who have earned a Doctorate Degree from an accredited institution of higher education shall be paid a stipend of \$2,000 annually after official transcripts have been received and approved by the Human Resources Office.

V. HEALTH AND WELFARE BENEFITS

A. Current Coverage

The District provides a District-funded health and welfare benefits program. The District health and welfare benefits program is a cafeteria plan that requires that the employee enroll in a basic life insurance plan and a dental plan. The employee may elect to participate in a major medical plan, income protection plans, or additional life insurance plans. The employee may also, within the limits of the law, use the money allocated for a health and welfare benefit program to purchase tax sheltered annuities as designated on the health and welfare benefit form. In addition, employees may receive group rates in other life insurance and income protection plans at their own expense.

Confidential employees hired after January 1, 2002 who choose to waive health and welfare benefits coverage ("opt-out") may not take as salary the District's monetary contribution toward these benefits. Confidential employees hired prior to January 1, 2002 shall be "grandfathered in" to the current health and welfare benefits program with the continued ability to "opt-out" of the health and welfare benefit coverage and take as salary the District's monetary contribution toward these benefits.

Effective, January 1, 2016, the District will guarantee a health and welfare contribution in the amount such that the premium is fully covered by the District for single employees who select Kaiser Permanente, and that premiums for employee +1 and family plans for Kaiser Permanente are covered at least 80% by the District. Confidential employees who select other health plans will pay the difference between the above-mentioned amount and the actual cost, except that the single employees selecting United Health Care Network One will receive an amount equal to the UHC-N1 single-employee premium, less \$50 per month.

B. Benefits for Retirees

The District shall provide support in the District's retiree medical insurance program for all qualifying full-time, Confidential employees who retire prior to the age of sixty-five (65) as follows:

1. Benefits for Confidential employees hired before January 1, 2004, who have completed a minimum of ten (10) years satisfactory service to the District and have reached the age of fifty-five (55) in the year of application
 - a. Effective January 15, 2004, an employee who meets the longevity and age requirements, shall, upon retirement, be granted lifetime continuation of paid medical and dental insurance benefits, as annually provided in the District's Health and Welfare benefits program. (To qualify the employee must be enrolled in a District health provider program for a minimum of one (1) year at the time of retirement.)
 - b. If the retiree qualifies for Medicare and chooses to assign the Medicare coverage to the retiree's District plan, the District shall reimburse the retiree for actual Medicare B costs to the extent the District realizes a premium cost savings on the individual's chosen plan.

- c. If the retiree moves out of the service area of District health care providers, the District shall reimburse up to one hundred percent (100%) of the current average District cost for active members upon verification of medical costs paid by the member.
 - d. A retiree may elect to continue to include a spouse in the District's health plan, at the expense of the retiree, as long as the retiree is also participating in the District's health plan.
 - e. A surviving spouse who was participating in the District's health plan at the time of the retiree's death may continue to participate in the District's health plan at his/her own expense after the death of the retiree. The District will pay ninety (90) days or three (3) months of the premium.
2. Benefits for Confidential employees who do not qualify for benefits under Section 1 above, who have completed a minimum of ten (10) years satisfactory service to the District and have reached the age of fifty (50) in year of application.
- a. To qualify, the employee must be enrolled in a District health provider program at time of retirement for the minimum period of one (1) year. The Human Resources Office shall verify that the requirements have been met and shall notify the Superintendent/President of the employee's eligibility.
 - b. District medical support in a District health provider program shall be for the employee only and shall not exceed the District maximum health and welfare benefits' support program.
 - c. Effective June 15, 2000, subject to carrier contract specifications and limitations, the retiree and his/her eligible dependents(s) may participate in the District dental plan at the employee's own expense.
 - d. If the retiree moves out of the service area of the District health providers and qualifies under the continuation of medical coverage in No. 2 above, the retiree (up to age 65) shall be reimbursed up to the current average District cost for active members, once the retiree provides the District with verification of alternate coverage costs.
 - e. If the retiree is not a continuing member of a District-approved medical insurance program, the retiree will be reimbursed up to an annual amount of one thousand dollars (\$1,000) per year upon verification of actual coverage costs paid by the retiree, including but not limited to, Medicare for life.
 - f. If a retiree drops District coverage at any time, the coverage may not be reinstated at a later date.
 - g. The District shall provide for each full-time employee, beginning at age sixty-five (65) or Medicare eligible, who qualifies for the continuation of medical insurance coverage, an amount of one thousand dollars (\$1,000)

per year toward payment on any major medical coverage, including Medicare, health insurance supplement policy, for the covered employee only, for life.

C. Life Insurance

1. The District will sponsor life insurance for Confidential employees in the amount of \$50,000.

D. Equity

1. The Confidential Employees Group shall receive increases in salary or health and welfare benefits provided to any other employee group.

VI. VACATION

A. Earned Vacation Time

Vacation time for Confidential employees is earned at the rate of one (1) working day for each month worked; that is, twelve-month employees will earn twelve (12) days of vacation per year, eleven-month employees will earn eleven (11) vacation days per year, etc. Part-time employees will earn vacation in proportion to the time worked; that is half-time employees earn one-half (1/2) day of vacation per month.

Additional annual vacation, based on length of service, is credited in accordance with the following schedule:

- 2 through 3 years of service—four (4) additional days annually
- 4 through 6 years of service—six (6) additional days annually
- 7 through 10 years of service—ten (10) additional days annually
- 11 or more years of service—twelve (12) additional days annually

During Spring and Winter Breaks, special vacation is granted to all Confidential employees in accordance with the following provisions:

The District shall provide all twelve-month employees with two (2) days of non-accumulative vacation to be used during the Spring break week and two (2) days of non-accumulative vacation to be used during Winter Break. Nine, ten and eleven-month employees not scheduled to be on duty during this period of time shall receive prorated days of non-accumulative vacation time to be taken at a time mutually agreed upon by the employee and his/her immediate supervisor.

Pursuant to the Academic Calendar, in conjunction with the two (2) days of special vacation, each employee shall use accumulated leave or compensatory time, or shall take time off without pay if he/she has no other accrued paid leave available, during each break period. The type of leave used shall be designated by the employee.

B. Procedures for Computation and Recording Vacation Time

A Vacation Record will be opened at the time an employee is hired.

Employees may request vacation by submitting a leave request for approval with their supervisor.

Employees may take the number of days earned as of the end of the month in which the vacation is taken. Advance vacation time is not permitted.

The anniversary date for computing the additional vacation days based on length of service, as discussed above, will be the anniversary date of employment adjusted for any authorized periods of absences outside of normal vacation, sick leave, holidays, etc.

Vacation records will be recapped as of September 30 annually, and employees who have forty (40) days or more of accumulated vacation as of that date will be requested by the Director of Human Resources to review their vacation plans with their administrative supervisor and provide the Director of Human Resources with a plan for reducing the balance to forty (40) days or less of accumulated vacation by September 30 of the following year.

An employee terminating employment for any reason will be paid for the number of days accumulated vacation as of the last day of service.

Vacation days for nine, ten and eleven-month Confidential employees must be taken on days specified in the annual College Calendar, but cannot exceed the total days earned in the fiscal year. Employees accumulating additional vacation days due to length of service will take all such days during the last working days prior to the close of the fiscal year.

Employees may interrupt or terminate vacation leave in order to begin bereavement leave, or sick leave. For consideration of other extenuating circumstances, a request must be submitted in writing to the Director of Human Resources. In order to avail themselves of this provision, employees must provide relevant supporting information as to the basis for such interruption.

VII. JOB-RELATED TRAVEL

Employees who are required to attend meetings, conventions, conferences or similar activities as a representative of the College, will be reimbursed expenses incurred if authorized in advance by the area Administrator.

For trips or conferences where a request is initiated by individuals for the purpose of in-service training or professional growth, a Southwestern College In-Service Leave Form must be submitted in advance to the area Administrator, and will be charged to that area's travel budget unless prior approval has been obtained to charge the cost to the Classified In-Service Account.

Based on an examination of direct benefits to the College and availability of funds, a determination will then be made as to whether or not the leave of absence can be granted. If granted, a further determination will be made as to whether the employee may be:

- a. Granted a leave of absence, and be reimbursed all or part of the expenses connected with travel;
- b. Granted leave of absence, but must absorb own expenses in connection with the travel; or
- c. Required to take leave of absence without pay as well as absorb own expenses in connection with the travel.

VIII. LEAVES

A. Absence for Performance of Civic or Community Service

With the approval of the immediate supervisor, employees may be granted time off, not to exceed one (1) day, for the purpose of service to a community activity or another government agency. Supervisors will assure themselves that such activities do, in fact, serve the best interest of the community and in no way will detract from the College.

B. Bereavement Leave

A Confidential employee shall be entitled to a maximum of five (5) days leave of absence, without loss of pay, for reason of the death of a member of his/her immediate family.

For purposes of this provision, an immediate family member shall be defined as spouse, parent(s), step parent(s), sister, brother, step brother, step sister, son, daughter, step children, mother-in-law, father-in-law, grandfather, grandmother, great-grand parents, great-grand children, son-in-law, daughter-in-law, grandchild, brother-in-law, sister-in-law, registered domestic partner, a person for whom the employee has been designated as legal guardian, any relative of either spouse living in the immediate household of the employee, or a close friend.

C. Family Leave

Confidential employees who are eligible, pursuant to the Family and Medical Leave Act, to receive Family Leave shall be granted up to twelve (12) weeks of unpaid leave per fiscal year for those reasons covered by the Family and Medical Leave Act. An employee granted Family Leave, for his or her own serious health condition, shall use his or her accrued sick leave concurrently with the Family Leave, consistent with the Family and Medical Leave Act and federal and state law. Those employees granted Family Leave, for any other Family Leave purposes, may elect to use accrued sick leave or take unpaid leave, consistent with and, so long as it is permissible by, the Family and Medical Leave Act and federal and state law.

D. Industrial Accident and Illness Leave (California Education Code §88192)

For injuries or illnesses determined to be job-connected, employees are protected by disability indemnity insurance (Workers' Compensation). In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of the state, employees with three (3) years of service with the District shall be entitled to the following benefits:

Allowable leave shall not be for more than sixty (60) working days in any one (1) fiscal year for the same accident. Allowable leave shall not be cumulative from year-to-year.

Industrial accident or illness leave of absence will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers Compensation laws of this State, exceed the normal wage for the day.

Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers Compensation.

When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

Upon termination of the industrial accident or illness leave, the employee shall be entitled to the regular sick leave benefits and for the purposes of the regular sick leave benefits, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

Any employee receiving benefits as a result of these rules and regulations shall, during periods of injury or illness, remain within the State of California, unless the Governing Board authorizes travel outside the State.

E. Jury Duty Leave

A Confidential employee shall be granted leave of absence for jury duty or to appear as a witness in court, other than as a litigant, with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives for jury or witness fees.

A person who has served until 1:00 p.m. on jury duty will be considered to have served a full day and is not required to return to work that day. Persons who are dismissed prior to 1:00 p.m. will be expected to return to duty. Persons who work other than normal working hours will have their hours shifted to 7:45 a.m. to 4:30 p.m. on the days they are called to jury duty.

F. Military Leave

Employees may be granted leave without pay for long-term military assignment.

Short-term military service leave (training periods) are granted with pay and all other benefits to employees who have one (1) year or more of service with the District. Ten (10) or eleven (11)-month employees are expected, however, to arrange such training periods to coincide with summer or other school vacation periods when their services are not required by the District.

Applications for military leave of absence must be approved by the employee's supervisor.

G. Personal Leave

Personal leave without pay may be granted for a limited time, subject to approval by the employee's immediate supervisor and the Director of Human Resources. Deductions are made at the employee's hourly or daily rate of pay.

An employee who is granted personal leave shall be entitled to uninterrupted Health and Welfare Benefits provided the leave does not exceed thirty (30) days. When personal leave exceeds thirty (30) days, the employee may continue to participate in Health and Welfare Benefits Insurance plans by assuming responsibility for payment of premiums up to a maximum of one (1) year.

Any leave in excess of thirty (30) days will result in interruption of District-paid Health and Welfare Benefits coverage and the adjustment of anniversary date for the purpose of computing vacation and longevity.

H. Personal Business Leave

Each employee shall be entitled to one (1) day of paid leave annually for the purpose of conducting personal business which can be taken at the employee's discretion with forty-eight (48) hours prior written notice to his/her immediate supervisor.

I. Pregnancy/Maternity Leave

Payment of one-half (1/2) monthly salary for the disability period of up to two (2) weeks prior to delivery and eight weeks post-delivery, dependent upon physician's certification of disability, for Confidential employees who have held a position as a Confidential for at least 12 months. Employee will not be required to exhaust all accrued sick and/or vacation time in order to receive this benefit. However, employees may request to augment this benefit with 1/2 sick pay to retain full salary. Accrued sick leave may be used concurrent with time off taken pursuant to the Family & Medical Leave Act (FMLA).

J. Parental Leave

In compliance with Education Code Section 88196.1, Confidential employees shall be granted leave to bond with baby or placement of adopted or foster child. Parental leave can run concurrent with PDL/CFRA from birth of baby and then CFRA for baby bonding. Leave under Parental Leave must conclude within the first year of baby's birth or placement.

Employees can use accrued sick leave until exhausted and then the employee shall be compensated at no less than 50 percent of the employee's regular salary up to an accumulated total of 12 workweeks. An employee shall not be provided more than one 12-week period for paid parental leave during any 12-month period.

To be eligible for Parental Leave an employee must have worked for the District for a minimum of 12 months prior to the beginning of leave. No other requirements need to be met.

K. Sick Leave

Confidential employees are entitled to paid leave of absence for personal illness or injury, hereafter called sick leave, at the rate of one (1) day for each month of service rendered. Such entitlement is credited on the day of employment for the fiscal year and annually on July 1 thereafter.

Pursuant to California Labor Code Section 233, sick leave may be used for any purpose specified in the Paid Sick Leave law, including attending to the illness or preventative care of a child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling.

The paid sick leave authorized under this policy is exclusive of any other paid leave, holidays, vacation or compensatory time to which the employee may be entitled.

Unused sick leave is cumulative from year-to-year indefinitely while employed. The protection ends upon termination of employment and there is no payment for accumulated sick leave at termination of employment. Subject to the provisions of the Education Code, unused sick leave may be credited toward years of service upon retirement from the District.

In addition to the regular sick leave described above, employees are entitled to up to an additional one hundred (100) days of sick leave at reduced benefits. Provisions of this additional one hundred (100) day benefit period are as follows:

Benefits take effect only after all accumulated sick leave is exhausted and in no case will the total exceed one-hundred twelve (112) days in a fiscal year for twelve-month employees (one-hundred eleven (111) days for eleven-month employees, one-hundred ten (110) for ten-month employees, one-hundred nine (109) for nine-month employees).

Benefits provided are the difference between regular salary and the cost of hiring a substitute or, in the event no substitute is hired, fifty percent (50%) of regular salary.

The one-hundred (100) days are credited on a fiscal basis and are not cumulative.

The Director of Human Resources may require that an employee present verification of illness or injury absence. After an absence of five (5) days or more, a statement of release from a physician delineating restriction, if any, may also be required.

L. Personal Necessity Leave

Up to seven (7) days per year of sick leave may be used for Personal Necessity Leave to include the following circumstances:

1. Death of a member of the immediate family when additional leave is required beyond normal bereavement leave allowance or for any personal emergency of a bereavement nature.
2. An accident involving the employee, a member of his/her immediate family, or property of the employee or his/her immediate family.
3. Requirement for appearance in a court or other tribunal as a litigant, party or witness under subpoena or orders made with jurisdiction.
4. A serious or critical injury or illness of a member of the immediate family of such nature that the immediate presence of the employee is required.
5. A personal necessity requiring the presence of the employee which involves the employee or a member of his/her immediate household.

Employees desiring to take leave under the provisions of this paragraph, other than for 1 or 2 above, must have permission in advance from their immediate supervisor and the Director of Human Resources. The request must specify the length of leave required and the reason therefor (California Education Code §88207).

Accumulated sick leave is transferable from one public school district to another within the State of California provided the employee has been employed by the first school district for one (1) year or more and accepts a position with the second school district within one (1) year of termination of employment (California Education Code §88202).

M. Holidays

Confidential employees are entitled to paid holidays in accordance with law and the adopted School Calendar. Confidential employees are granted holidays as listed below. Additional holidays may be declared by the Governing Board. If a holiday falls on Saturday or Sunday, it will be observed on either Friday or Monday.

New Year's Day

Martin Luther King, Jr. Day

Lincoln Day

Washington Day

Cesar Chavez Day

Friday of week of Spring Break

*Memorial Day

*Independence Day

Labor Day

A floating holiday in lieu of Admissions Day (Employees hired after September 9 shall not receive a floating holiday under this section for that fiscal year.)

Veterans Day

Thanksgiving Day, and the following Friday

Christmas Day

Two (2) additional days during the Winter Break to be identified in the College Calendar.

*Employees shall be accountable for a thirty (30) hour workweek during any week that includes a holiday while the District is operating on a four-day, ten-hour workweek.

IX. EDUCATIONAL INCENTIVE PROGRAM

The Educational Incentive Program shall provide for a three-time, one-range increase on the salary schedule for each employee who completes the requirement of the Educational Incentive Program.

A. Requirements

To fulfill the requirements of the Educational Incentive Program, an employee must complete the equivalent of twelve (12) semester units of College course work.

For participation in approved activities for which units are not granted, an employee shall be granted one (1) unit of course work equivalency for each sixteen (16) hours of approved activities.

Activities for which credit may be granted include, but need not be limited to, college course work, workshops, conferences, seminars and college-sponsored in-service programs.

To receive credit for participation in an educational incentive activity, the employee must apply for Educational Incentive using the District-approved form for Classified Supervisory, Management and Confidential employees. The form shall be reviewed and approved by the Vice President for Human Resources.

If the Vice President for Human Resources determines that the employee's proposed program does not meet the criteria established for the educational incentive program, the employee may appeal this decision to the Superintendent/President.

Credit may be granted to an employee who attends an in-service program during the employee's assigned work hours. The employee's immediate supervisor may adjust the employee's work hours to permit attendance at approved activities.

No credit shall be granted for attendance at activities for which the employee receives reimbursement from the District.

B. Tuition Fee Reimbursement

The District shall annually allocate the sum of five-thousand dollars (\$5,000.00) for tuition, course fee reimbursement to employees who complete courses at accredited colleges. The following provisions shall apply when an employee requests reimbursement:

All courses shall be taken outside of the employee's assigned work hours. However, if the desired class is not offered outside of the employee's assigned work hours, the supervisor may approve the employee taking that class during his or her assigned work hours.

The employee shall apply for reimbursement on a District-approved form.

Reimbursement may be received for only those courses that meet the criteria established for credit under the Educational Incentive Program.

Confidential employees may be granted a total of one thousand dollars (\$1,000) towards tuition or course fees.

Any course for which tuition reimbursement has been granted shall not be eligible to be used by the employee for credit for salary advancement under the Educational Incentive Program.

The Vice President for Human Resources shall review, prioritize and approve all tuition reimbursement requests for Confidential employees. The decision of the Vice President for Human Resources shall not be grievable.

Tuition reimbursement funds will be paid at the time the employee verifies to the Human Resources Office that the course has been successfully completed. Successful completion shall be defined as receiving a letter grade of "C" or better.