



Feather River College

Confidential Handbook

Confidential Employee Terms & Conditions of Employment

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1. DEFINITIONS

Classified Confidential Employees:

An employee who has regular access to, or possesses information relating to, the employer's employee relations and who is excluded from bargaining units. Under the Educational Employment Relation Act, confidential employees may be represented, but not by an exclusive representative, and no representative of confidential employees may negotiate on their behalf.

Confidential Responsibility:

Classified confidential employees are delegated the authority and responsibility of maintaining security of information with which they are entrusted while performing their assigned duties for administrators of the District. Employees designated confidential are privy to the collective bargaining information. Sensitive personnel information regarding employees and private papers of management and administrators and District board members fall within the security domain of the confidential employee's area of responsibility.

2. PROBATIONARY STATUS

Probationary status for confidential employees shall be for a period of the first twelve months of employment. Any District approved leave of absence will not apply toward completion of the probationary period. Probationary employees shall be evaluated by the administration at regular intervals. At the satisfactory conclusion of the established probationary period, the employee will become a permanent classified employee of the District. If a former confidential employee is re-employed after resignation or termination of employment, such employment shall be on probationary status. If a probationary employee is evaluated as unsatisfactory during the probationary period his/her employment shall be terminated. Permanent confidential members will receive step increases effective July 1 if applicable, Probationary confidential members hired between July 1 and September 30 will receive a step increase on the next cycle provided they have a satisfactory 9 month probationary evaluation. Probationary confidential members hired October 1 through June 30 must satisfactorily complete their probationary period to receive a step increase. Future step increases will occur on July 1.

Probationary employees shall be evaluated at the end of the sixth and ninth month of the probationary appointment. The evaluation process is in section 19 of this document.

3. PERSONNEL FILES:

See AP 7145

4. CLASSIFICATION OF A POSITION:

The Board of Trustees may, upon the recommendation of the Superintendent/President, reclassify a confidential employee position to a more appropriate class, range, step or title.

Confidential positions shall be described with standard job descriptions on file in the Human Resources Office at the time recruitment is initiated and available at any time thereafter for inspection. Changes in job descriptions for confidential employees shall be noticed to the incumbent employee(s) affected prior to being recommended by the Superintendent/President to the Board for final approval. Any changes in confidential positions shall be proposed to the Board for ratification as needed and prior to becoming effective.

5. WORKING OUT OF CLASSIFICATION:

Confidential employees may be required to perform duties other than those reasonably related to their regular position. If the extra duties are assigned for more than five (5) work days, within 20 calendar days, the employee shall receive the step or salary range of the higher classification (equaling at least 5%), for the entire period worked in the higher classification.

6. OVERTIME:

The District agrees to compensate confidential employees at the rate of one and one-half (1.5) times the unit member's regular rate for each hour of work required in excess of an eight (8) hour workday or forty (40) hour workweek. The one and one-half times compensation rate shall be in addition to the regular compensation rate when applied to work performed on a holiday.

Employees shall be compensated at the rate of one and one-half times their regular rate of pay for work assigned on the sixth (6th) and seventh (7th) consecutive workday.

Overtime shall be in pay or compensatory time at the District's option. When the District opts for compensatory time off, the employee and the supervisor will make every effort to schedule and utilize the compensatory

time within the fiscal year in which the overtime was worked, without impairing the services required of the District. If the Supervisor and employee have not successfully scheduled the compensatory time off, the Director of Human Resources can either schedule the required number of days off prior to the end of the year, determine a schedule to utilize the time closely following the end of the fiscal year, pay the remaining balance at the end of the year or a combination of the above.

7. FLOATING TIME OFF

Confidential employees will be granted 20 hours of "float" time. Although the prior permission of the supervisor will be necessary; no B-Form is required.

A log will be kept in the office of the confidential employee to keep track of float time. Supervisors shall signify approval by signing the appropriate entries at least one day prior to the date the time is taken.

Float time will not roll from year to year. Any unused float time or requested straight time will expire at the close of each academic year.

8. EDUCATIONAL INCENTIVE

Confidential employees are eligible for reimbursement of up to \$125 per semester credit (tuition and fees only) upon satisfactory completion of any college level credit course(s) from an accredited college or university which is part of a degree or certificate program directly relating to the administrator/Administrator/manager's position and approved by the supervisor and President/Superintendent. All courses must be taken 'for credit', and a grade of a 'C' or higher must be achieved.

A maximum of six (6) credits per semester, not more than fifteen (15) credits per fiscal year, are allowed to any individual employee.

Within ninety (90) calendar days following the completion of a course, the employee must provide the office of Human Resources an official grade report or transcript, along with the request for the Educational Incentive reimbursement. The reimbursement will be issued within thirty (30) calendar days of approval of the request, and will not be included in the employee's monthly salary.

A fund of \$5000 will be established for the purpose of reimbursing tuition and fees for confidentials using the Educational Incentive through 6/30/19. This fund will be used on a first come first served basis for all administrator/managers. Programs of study approved by the supervisor and president are not guaranteed to be reimbursed. Reimbursements will be

made on a semester by semester basis for approved courses while funds remain. If funds are exhausted the District and the management group will meet and confer on next steps.

9. VACATION PLAN:

In recognition that Confidential Employees do not have exclusive representation, vacation leave will be consistent with those of other unrepresented groups. All confidential employees shall earn paid vacation time on a monthly basis with total annual accruals listed according to the provisions below. Monthly vacation accruals will be credited to a fulltime 12 month employee's vacation account to a maximum of 60 days or 480 hours or prorated portion thereof for less than fulltime 12 month employees. This limit shall be referred to as a vacation "CAP". After an employee reached the "CAP" vacation accruals will cease to be credited to the vacation account until such time the employee drops below the "CAP". A denial of the employee's vacation request that results in the employee reaching the accrued vacation "CAP" shall be paid out upon the employee's request.

Vacation should not normally be taken during the first six months of employment.

An employee may be allowed to draw a negative vacation balance not to exceed five (5) days.

Completed Years of Service	# Days accrued Annually.	CAP
0	20	NA
1	21	NA
2	22	60
3	23	60
4	24	60
5 or more	25	60

Upon separation from the District accrued vacation will be paid out with the final paycheck at the current rate of pay.

10. HOLIDAY SCHEDULE:

Independence Day (observed)
Labor Day

Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving
 Holiday Recess: The last seven (7) week days prior to January 2, except when January 1 falls on a Sunday, then the 7 week days shall include January 2.
 Martin Luther King Jr's Birthday
 Lincoln's Birthday
 Washington's Birthday
 Memorial Day (observed)

Holidays falling in a confidential employee's regularly scheduled vacation period shall not be counted as vacation days, but shall be in addition thereto. The actual holiday will be observed as determined in the academic calendar. Confidential employees who are on unpaid leaves of absence shall not be paid for holidays which occur during such leaves.

11. LONGEVITY

The District recognizes long-time service and grants confidential employees longevity pay in addition to regular salary as follows:

<u>Years of Service</u>	<u>Longevity Amount</u>
1 st Day of 10 th Year of Service	\$650
1 st Day of 12 th Year of Service	\$900
1 st Day of 15 th Year of Service	\$1,200
1 st Day of 18 th Year of Service	\$1,800
1 st Day of 21 st Year of Service	\$3,000

12. MEDICAL EXAMINATIONS:

Prior to employment, new confidential candidates must take a tuberculin risk assessment or if required an intradermal test. If risk factors are present, the confidential candidate must present evidence of freedom from active tuberculosis as shown by chest x-ray or approved intradermal test taken within 60 days immediately preceding employment. (If tested positive, the intradermal test must be followed by a chest x-ray.) After employment, this test must be repeated every four years. Continued employment is contingent upon compliance with this policy, which is required by the Education Code. Any employee found to have active tuberculosis shall be placed on leave of absence (subject to usual personal illness leave benefits). He/she shall not return to duty until he/she can present a certificate signed by a licensed physician or surgeon, stating that he/she is free of active tuberculosis. A person known to have active pulmonary tuberculosis or to be a carrier or who suffers from any physical

or mental condition which might adversely affect his work performance or which might endanger the safety of the College community shall not be permitted to remain on duty in the Feather River Community College District.

If at any time the Superintendent/President judges it to be necessary for the health and safety of the College community, any confidential employee may be required to undergo a complete medical examination by a physician or a licensed clinical psychologist mutually acceptable to the Superintendent/President and the employee involved. The Superintendent/President may accept the report of the examining physician as evidence required for necessary action by the Board of Trustees. There shall be no charge to the employee for this examination. The foregoing notwithstanding, in the event of a disciplinary or remediation process per AP 7365, Discipline and Dismissal – Non Represented Classified Employees, or otherwise initiated within existing statute by the Superintendent/President or the Board of Trustees, the confidential employee, subject to a disciplinary or remediation process, may be required to undergo a complete medical examination by a physician or a licensed clinical psychologist of the District's choice; there shall be no charge to the employee for this examination.

13. HEALTH AND WELFARE BENEFITS:

- A. The District shall provide health and welfare benefits applicable to other District employees. The benefits offered will be consistent with other employees. This includes the District funded amount, prorated premium amounts, and other applicable provisions.
- B. Confidential employees who work less than 2080 hours annual will have their benefit prorated. Benefits shall be prorated according to the amount of hours worked annually per the following schedule:

<u>Annual hours worked</u>	<u>Health Benefits</u>
1040-1247 hours	50%
1248-1455 hours	60%
1456-1663 hours	70%
1664-1871 hours	80%
1872-2079 hours	90%
2080 hours	100%

If after initial placement an employee's working hours are increased or decreased on a permanent basis, that employee shall immediately receive the appropriate higher or lower percent of benefits per the schedule above.

If an employee's working hours are increased temporarily, they shall be afforded health and welfare benefits on a properly prorated basis in accordance with Ed Code §88035 and §88036. There shall be no change in benefits if an employee's working hours are decreased temporarily.

- C. The District will offer the JPA's open enrollment program to employees. Open enrollment will allow each employee to annually review the JPA's medical plans and to enroll in the medical plan of their choice for the upcoming year.
- D. The District may change an insurance carrier or administrator or may join in a JPA or a consortium or become self-insured.

14. COMPENSATION:

Salaries will be paid in accordance with the Confidential Salary Schedule. Salaries will be reviewed on an annual basis and recommendations will be made based on the average salaries of the small colleges' confidential employees (Barstow, Feather River, Lassen, Lake Tahoe, Palo Verde, and Siskiyou) and the District's available net resources. NOTE: Additional colleges may be used where the above colleges do not provide sufficient positions for comparison (i.e.: less than 3).

Doctoral stipend \$900 per year.

15. PAY PERIODS:

Pay periods will be by the calendar month, for each month employed, with warrants issued in accordance with the District's payroll calendar.

16. TRAVEL:

All District travel will be in accordance with AP 6530 and applicable travel policies.

17. LEAVES OF ABSENCE:

A. Sick Leave

In recognition that Confidential Employees do not have exclusive representation, vacation leave will be consistent with those of other unrepresented groups. Full-time, confidential employees shall be entitled to 18 days leave of absence for illness or injury, with full pay earned at the rate of one and one half days per month, or major portion thereof, for each fiscal year of service. Part-time, confidential

employees shall be entitled to the same rate of sick leave, pro-rated to an eight-hour day and the number of months of their assignment.

1. Such earned sick leave, if not used, shall have unlimited accumulation.
2. Upon separation from the District, no remuneration will be paid for unused sick leave. For sick leave transfer rights to and from the District, see applicable Ed. Code section on transferring sick leave.
3. Upon separation from the District, any absence due to illness or injury beyond accrued sick leave time will be subject to deduction from the final warrant of the employee.

All confidential employees shall receive salaries in full when quarantined by city or county health offices because of another's illness. Such absence from employment shall not be deducted from the employee's sick leave account.

B. Personal Necessity Leave

Confidential employees may use up to ten (10) days from accumulated sick leave for personal necessity leave for any of the following reasons:

1. Accident/illness involving employee's person or property of a member of the employee's immediate family.
2. Additional bereavement days beyond the (5) provided.
3. Appearance in any court or before any administrative tribunal as a legal party or witness.
4. Religious holidays other than legal holidays on the Board-adopted calendar.
5. Legal affairs regarding financial transaction that cannot be handled outside of normal worked hours.
6. Three days per fiscal year drawn on accumulated sick leave may be used for a "no tell" day where no reason need be given.
7. Personal business responsibilities that cannot be scheduled outside of working hours.
8. Parental responsibilities that cannot be scheduled outside of working hours.

9. Inclement weather per Inclement Weather Policy.

10. Such other reason as approved by the District.

Absences under this section will be reported on the regular absence form, and acknowledged by the appropriate administrator. An explanation of the reason for the absence must be stated on the form signed by the employee. If absence is due to court appearance as a litigant, party, or witness under official order, a copy of such order must be attached.

Employees will verify any absence, and upon return from such absence shall complete the required absence reports. Any absences due to illness or injury which exceed five (5) days shall be required to be supported by a written statement from a licensed physician. Absence will be reported by the employee to the immediate supervisor as soon as possible.

C. Industrial Accident and Illness Leave

A confidential employee suffering an injury or illness, arising out of and in the course and scope of his/her employment, shall be entitled to leave of up to sixty (60) working days in any one fiscal year for the same accident or illness.

This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wages for the day.

The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to the industrial accident or illness leave under this section has been exhausted, entitlement to other sick, vacation or other paid leave may then be used. If, however, an administrative employee is still receiving temporary disability payment under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this Article, he/she shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.

D. Bereavement Leave

A confidential employee shall be granted necessary leave of absence, not to exceed five (5) days, due to the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other section of this Agreement provided by the Board of Trustees of the District. The Board of Trustees may enlarge the benefits of this section and may expand the class of relatives listed below as members of the immediate family. Members of the immediate family, as used in this section, mean: (1) the employee's or the employee's spouse's mother, father, grandmother, grandfather, and grandchild; (2) the spouse of the employee; (3) the son, daughter, son-in-law, daughter-in-law, brother, and sister of the employee; and (4) the aunt, uncle, or any other person living in the immediate household of the employee.

Bereavement leave of one day per occurrence may be granted without loss of pay in the event of the death of other close relatives. Any days taken over and above those designed will be charged to employee's sick or vacation leave.

E. Military Leave

An employee shall be granted military leave in accordance with the provisions of the State of California Education Code and in the Military and Veterans' Code. Request for military leave shall be submitted in writing accompanied by military leave orders two (2) weeks prior to the leave starting date except in the case of state or national emergency.

F. Leave for Required Court Appearance

No deduction in salary will be made for any confidential employee ordered to appear in court as a witness or as a member of the jury. Any compensation for such court appearance shall accrue to the District.

Any leave due to appearance as a defendant in a criminal proceeding will be granted in accordance with applicable statutes.

G. Leave of Absence without Pay

1. A leave of absence for professional improvement such as study, travel, or other activities leading to professional improvement may be recommended to the Superintendent/President. In addition, health leaves, maternity leaves, military leaves, and personal leaves may be granted upon recommendation of the Superintendent/President and approval of the Board of Trustees. All the above leaves are without pay. No combination of leaves of any type may exceed two consecutive years.

2. A confidential employee may, with a doctor's certification, request a leave of absence for health reasons for a period not to exceed six months, after the exhaustion of FMLA/CFRA. Extension of such leave beyond six months will require the submission of a new request along with supporting documentation and approval as in the case of the original submission.

- i. Application for health leave is made through the Superintendent/President and approved by the Board of Trustees and shall not exceed a total of 18 months.

Leaves of absence will not be approved for personnel who are accepting permanent paid employment elsewhere or employment on a trial basis which will probably result in permanent employment.

H. Pregnancy Disability Leave

Pregnancy Disability Leave shall be granted to unit members for up to four months. Leave can be taken before or after birth during any period of time the woman is physically unable to work because of pregnancy or a pregnancy related condition subject to the provisions of the California Fair Employment and Housing Act and the California Family Rights Act.

Pregnancy Disability Leave may run concurrently with FMLA/CFRA.

I. Child Bonding Leave

Confidential employees shall be provided child bonding leave in accordance with Ed Code §88207.5

J. Leaves for Personal Reasons

A confidential employee may find it necessary to request a leave for personal reasons other than those listed previously, including family dislocations (divorce, etc.) and illness in the immediate family, beyond FMLA inclusion. If the application is accepted by the Superintendent/President, it will be forwarded to the Board of Trustees for final approval. Such leave normally will not exceed one year and may not normally be renewed. Extension of such leave beyond one year will require the submission of a new request and approval as in the case of the original submission.

K. Extended Illness Leave

Once a year a unit member shall be entitled to an extended illness or injury leave of absence paid at the rate of fifty percent (50%) of his/her regular salary for a period not to exceed a maximum of one hundred (100) working days.

The District shall pay fifty percent (50%) of the insurance premiums for unit members utilizing extended illness or injury leave. A unit member may elect to forego such benefit coverage.

The extended illness leave provided in this section shall be used only after the exhaustion of all sick leave. Proof of illness or injury for such leave, acceptable to the District, must be provided by a licensed physician.

The District shall inform the unit member in writing of the period of time constituting leave at full pay as well as the period of time during which he/she will be compensated at fifty percent (50%) of regular pay. This leave shall not be accumulated from year to year.

L. Donated Leave

Donated leave is paid leave of absence due to a verifiable illness, injury or other disabling condition of the employee, the employee's spouse, parent, child or any person permanently residing in the employee's household.

Employees who have successfully completed twelve (12) months in paid status shall be eligible for consideration of donated leave.

When a request for donated leave is necessitated by a verifiable illness, injury or other disabling condition of the employee, the employee shall exhaust all accrued vacation, compensatory time and all but forty (40) hours of accrued sick leave before being eligible for consideration of donated leave.

When a request for donated leave is necessitated by a verifiable illness, injury or other disabling condition of the employee's spouse, parent, child, or any person permanently residing in the employee's household, the employee shall exhaust all accrued vacation, compensatory time, and the personal necessity leave allowance before being eligible for consideration of donated leave. Subject to the approval of the donated leave request pursuant to this agreement, such employee shall next utilize, as donated leave, all but forty (40) hours of accrued sick leave before a request may be made to other employees to donate leave.

Employees donating leave to another employee must have a leave balance of at least forty (40) hours, after donating vacation or sick leave, in a

combination of their sick and vacation leave account. Employees may donate up to 40 hours of their accrued compensatory time.

Requests for donated leave must be made by or on behalf of the employee, by submitting a completed Request for Donated Leave form to the Director of Human Resources/EEO, who will process all requests pursuant to the terms of this Agreement.

Requests for donated leave donation shall be made by the Director of Human Resources/EEO through a District wide notice.

Employees may donate accrued vacation, sick and/or compensatory leave in increments of whole hours up to a maximum of 40 hours per donation to a specific eligible employee, by completing and submitting an Offer to Donate form to the Director, Human Resources/EEO. Donors will be notified of the utilization of their donated time. Potential donors may wish to verify with STRS/PERS whether their contribution will impact their retirement credit.

If additional time is needed, another request may be made and qualified employees may make additional donations of whole hours up to 40 hours per request. Time not used by the requesting employee will not be returned to the donating employee. Unused time will be saved and added to the next request for donated leave. Employees who donate time do so with the understanding that a portion of their donation may be applied to a future request of a different employee.

The parties recognize that unused sick leave may increase an employee's retirement benefit under Public Employees' Retirement System (PERS) regulations. Currently PERS counts unused sick leave on a day-per-day basis as "service credit".

M. Family Medical Leave Act (FMLA/CFRA)

The parties recognize that Federal and State laws exist that provide certain specified leave benefits to employees. The parties understand and agree that when Federal or State law provides such leave rights, any applicable leaves granted under this agreement are counted concurrently with the Federal and State mandated leave and not counted sequentially.

1. Purpose

The District must grant up to 12 workweeks of unpaid leave during any 12 month period for one or more of the following reasons:

- For the birth and care of the newborn child of the employee;
- For the placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition;

- To take medical leave when the employee is unable to work because of a serious health condition.

2. Eligibility

An eligible employee is one who has worked with the District for 12 months (not required to be consecutive) and worked at least 1,250 hours in the 12 months preceding the commencement of the leave.

3. Process

An eligible employee must provide his/her supervisor with 30 days advance notice when the leave is foreseeable. If 30 days notice is not practical, due to lack of knowledge or medical emergency, an employee must notify their supervisor as soon as possible. In some circumstances, a supervisor or administrator may determine an employee's need for FMLA/CFRA.

All requests for FMLA/CFRA must be accompanied by medical certification. An employee must provide medical certification, from a licensed physician, supporting a request for leave.

At the time of request, the employee must complete a "Leave Request Form", to be supplied by the District. Once FMLA/CFRA is requested or designated by the District, the employee will receive an information packet containing the necessary forms, right and duties of the FMLA/CFRA for both the employee and the District, and a copy of the "FMLA/CFRA Request Form" confirming their leave status.

Health and Welfare benefits will continue during the FMLA/CFRA status, provided that the employee makes his/her regular monthly contributions to the plan. Failure to pay premiums will result in a loss of health and welfare benefit coverage.

An employee is required to use, concurrently with FMLA/CFRA leave, the following paid leaves in the order listed: (1) sick leave available for use and then (2) vacation leave to which the employee is entitled.

Employees returning from FMLA/CFRA status within the 12 week period will be restored to their original position, or to an equivalent position with equivalent pay and benefits.

Employees returning from a medical FMLA/CFRA status may be required to present medical certification of fitness of duty. Failure to provide a medical certificate of fitness for duty may result in a denial of job reinstatement until medical release is provided.

FMLA/CFRA will always begin with paid time off, through the use of Sick and Vacation Leave, until all available paid time is used.

The medical certification of Health Care Provider serves as a "doctor's note" to certify the reason and expected duration of the extended

medical leave in writing. All requests for medical leaves must be accompanied by a doctor's statement verifying the employee's total disability and the employee's estimated date of return to work. Further, the District requires written medical verification of an employee's ability to resume work and a list of restrictions that would directly relate to an employee's ability to perform their job.

Taking of leave may be denied if the request and medical certification requirements are not met.

N. Professional Development/ Educational Leave

Confidential employees are eligible, after five years of service, for administrative leave up to one month in duration, which may also be used in conjunction with one month's vacation time if used for purposes stated below.

1. Salary for those on professional development/educational leave:

Confidential employees on leave as provided herein shall be paid full salary while on such leave and shall be returned to the same position.

2. Purpose:

The purpose of professional development/educational leave for confidential employees shall be for the upgrading of the employee's skills, education attainment (at an approved accredited educational institution) and for other purposes directly related to the confidential employee's position requirements and skills and to develop the ability to take advantage of promotional opportunities with the District.

3. Implementation:

Recommendation for a leave under this provision is to be made by the Superintendent/President and is at his/her discretion. The demands of the confidential employee's assignment will determine the feasibility of such leaves. Persons receiving such leaves shall render a written narrative report to the Superintendent/President upon completion of their leave time. Confidential employees granted a leave would need to serve an additional five (5) years before being eligible for a second leave.

18. OPEN DOOR POLICY:

An Open-Door policy shall be established to respond to administrative concerns and complaints. This policy is a reflection of the District's belief

in respect for the individual. It is also based on the principle that every person has a right to appeal the actions of those who are immediately over them in authority. It provides a procedure for assuring fair and individual treatment for the employee.

Should an employee have a problem which he/she believes the District can help solve it should be discussed with the immediate supervisor. If the matter is not resolved, or is of a nature that the employee prefers not to discuss it with the immediate supervisor, the employee should take the concern directly to the Superintendent/President. The Superintendent /President shall investigate the causes of the complaint and report his/her findings. There will be no identification of the employee(s) who have registered the complaint.

If the employee(s) feel(s) that he/she has not received a satisfactory answer, or if the complaint concerns the Superintendent/President directly, the employee may cover the matter by mail or personally, with the Board of Trustees. The employee has the option before proceeding to the Board of Trustees to select an unbiased third party to review and recommend to the Superintendent/President a resolution of any employee complaint. The third party selected shall be mutually agreed upon by the employee(s) and the Superintendent/President. The third party recommendation to the Superintendent/President shall be non-binding and shall be forwarded to the Board of Trustees if not accepted by the Superintendent/President.

All complaints and the identification of employees who make them will be kept confidential by the Superintendent/President and/or the Board of Trustees.

19. EVALUATIONS:

The evaluation process outlined below and noted instrument shall be applied to each confidential employee, based on the anniversary date of their non-probationary status.

1. Supervisors will evaluate regular employees under their supervision annually, on or near the month of November. Probationary employees will be evaluated at the end of the 6th and 9th month of the probationary appointment. Confidential employees reaching their one-year anniversary should receive an abbreviated evaluation noting regular status.
2. Confidential employees will be evaluated after their first and second year of employment and then every two years thereafter.

3. The evaluation is discussed together and completed by the supervisor and signed by both parties. A completed copy of the evaluation is sent to the employee and the employee's personnel file. The employee will have ten (10) working days to include comments which will accompany the evaluation in the personnel file.

20. DISCIPLINE AND DISMISSAL

See BP/AP 7365: Discipline and Dismissal: Non-Represented Classified Employees

21. RETIREMENT

The District shall contribute to the State Teachers Retirement System (STRS) or the Public Employee's Retirement System (PERS) to the extent and limits required by the respective system.

District retirees may participate in the District's medical plans subject to carrier requirements. To participate in the District's medical plans the retiree must have been a medical plan member for at least one year prior to retirement. Participation in the medical plans will be at the expense of the retiree.

22. RECLASSIFICATION

The District may at any time request an employee reclassification. The confidential employee may only request a reclassification once in any eighteen (18) month period. Reclassification may be done internally or by an external consultant. The process will be mutually agreed upon for internal evaluations or conducted by an external consultant according to their process.