MEMORANDUM OF UNDERSTANDING

Between the

ASSOCIATION OF CONFIDENTIAL EMPLOYEES

and the

SANTA BARBARA COMMUNITY COLLEGE DISTRICT



July 1, 2026 - June 30, 2029

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the Santa Barbara Community College District (District) and the Association of Confidential Employees (ACE).

ARTICLE 1: REPRESENTATION

1.1 RECOGNITION

1.1.1 The Board of Trustees hereby recognizes the Association of Confidential Employees (ACE) group as the exclusive representative of confidential employees, as long as the person was not a vested permanent classified staff member with the CSEA at the time of being placed in an interim position.The group includes all employees in confidential positions who are a part of the confidential service, who are in or have completed the probationary period of the District, who receive personnel benefits, and who work twenty (20) hours or more per week.

1.1.2 This MOU is intended to be a comprehensive statement of compensation and other rights related to members of the Association of Confidential Employees of Santa Barbara City College.

1.2 EFFECT OF AGREEMENT

1.2.1 The provisions of this Agreement constitute the full, complete, and sole agreement between the Association of Confidential Employees and the District. The provisions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties, unless otherwise specifically provided herein, in a written signed amendment to this Agreement.

1.2.2 Subjects not covered in this MOU shall be governed by the District Policies and Procedures for Classified Employees. In the event of conflict or any inconsistency between the District's Policies and Procedures and this MOU, this MOU between ACE and the District shall govern.

1.2.3 The terms and conditions of employment for Confidential Employees shall be provided for as necessary, developed through the meet and confer process designated for Confidential Employees and embodied in this MOU.

1.3 SUPPORT OF AGREEMENT

1.3.1 The district and the Association of Confidential Employees group agree that it is to their mutual benefit to engage in interest-based

resolution of differences through the interest-based meet and confer process. It is further agreed that the District and Association of Confidential Employees will support this Agreement during the term of the Agreement set forth in Article 2.

ARTICLE 2: TERM AND ACCESS

2.1 This MOU represents the previously agreed upon rights granted to the Confidential Employees Group, now named the Association of Confidential Employees (ACE), through past meet and confer sessions and additional rights granted for the period from July 1, 2026 - June 30, 2029.

2.2 During the term of this agreement, new confidential hires shall be provided access to this Agreement.

2.3 The District shall make this Agreement available by posting it on the District website with the agreements from other District labor groups.

2.4 This Article shall not preclude the parties from mutually agreeing, during the term of this agreement, to use the meet and confer process to discuss other matters and to modify this Agreement.

2.5 The terms and conditions of employment for Confidential Employees shall be provided for as necessary, developed through the meet and confer process designated for Confidential Employees and embodied in this MOU.

ARTICLE 3: THE ASSOCIATION OF CONFIDENTIAL EMPLOYEES DEFINED

3.1 BP 7240 CONFIDENTIAL EMPLOYEES

3.2 AP 7240 CONFIDENTIAL EMPLOYEES

3.3 Gov. Code Sec. 3540.1(c)

3.4 The Association of Confidential Employees (ACE) includes employees in designated confidential positions in Human Resources, the Office of the President, and the Offices of the Vice Presidents.

3.5 Confidential employees are those employees who are tasked with developing and/or representing management positions with respect to employer-employee relations, and/or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions related to negotiations.

3.6 Confidential employees gather, create, and/or handle documents or data relating to or containing information about the employer’s bargaining proposals and/or position, negotiating strategy and/or proposals.

3.7 Confidential employees gather, create and/or handle documents or data concerning employee grievances, or attend grievance meetings on behalf of the employer.

3.8 The fact that an employee has access to confidential or sensitive information shall not in and of itself make the employee a Confidential employee or member of the ACE. (BP7240)

3.9 When filling or creating new positions, if the duties of the position fit the criteria in accordance with applicable law and definition outlined above, the position shall be classified as an Association of Confidential Employee position upon approval by the Board of Trustees.

3.10 If confidential status is removed from a currently filled position; the employee will retain existing confidential benefits including but not limited to vacation accrual, degree differential, early retirement, etc. and will be placed at an equivalent unit salary as current position within ACE.

ARTICLE 4: WAGES AND INCENTIVES

4.1 SALARY SCHEDULE

4.1.1 Association of Confidential Employees - Salary Schedule 32

4.2 SALARY INCREASES

4.2.1 Confidential employees are entitled to general salary increases at least equal to, and no lesser than, the highest amount granted to any other employee group, including the California School Employees Association (CSEA), the Faculty Association (FA), and the Advancing Leadership Association (ALA).This provision applies, but is not limited to:

(1) Cost of Living Increases (COLA);

(2) Across-the board increases in salary step schedules;

(3) Bonuses and salary incentives.

4.3 SCHEDULE OF RANGES AND RATES

4.3.1 The compensation plan for Confidential employees of the Santa Barbara Community College District shall be consistent with the schedule of ranges or rates of pay as adopted by the Board of Trustees. Each class in the classification plan shall be assigned to the appropriate range or rate in the compensation plan upon

recommendation of the Human Resources Department and with the approval of the Superintendent and the Board of Trustees as referenced in Appendix B.

4.4 SALARY PLACEMENT FOR NEW CONFIDENTIAL EMPLOYEES

4.4.1 New Confidential employees shall be placed in the salary range associated with their classification with credit given for directly related full-time paid experience as follows:

0-23 months	Step 1
24-47 months	Step 2
48-71 months	Step 3
72-95 months	Step 4
96-119 months	Step 5
120 months or more	Step 6

4.4.2 A new Confidential employee may be placed on Step 7 due to extraordinary circumstances if approved by both the Area Vice President and the Vice President, Human Resources.

4.5 SALARY PLACEMENT AND PROCESS RELATED TO PROMOTIONS

4.5.1 A Confidential employee who receives a promotion to a class allocated to a higher salary range shall be placed on the new salary range with credit given for directly related full-time paid experience as follows:

0-23 months	Step 1
24-47 months	Step 2
48-71 months	Step 3
72-95 months	Step 4
96-119 months	Step 5
120 months or more	Step 6

4.5.2 When a Confidential employee is promoted to a class with a higher salary range on the employee's salary anniversary date the employee shall first receive any within-range increase to which the employee is entitled and then receive the higher step in the new salary range.

4.5.3 Salary placement will guarantee not less than a 5% increase. A newly promoted employee may be placed on Step 7 due to extraordinary circumstances if approved by both the Area Vice President and the Vice President, Human Resources.

4.5.4 A new anniversary date is established at the time the promotion becomes effective.

4.5.5 The employee will serve a 6-month probationary period to the new class. Advancement on the new salary range will occur upon successful completion of the established probationary period, and on an annual basis thereafter until the Confidential employee reaches the maximum salary step of the appropriate salary range.

4.5.6 A permanent employee in the confidential service who vacated the employee's position to accept a probationary promotion to a class in a higher level and who is unsuccessful during the probationary period shall be reinstated to the Confidential employee's former class of position unless the reasons for which the Confidential employee was terminated from the promotional position were such as to constitute cause for dismissal.

4.5.7 Appointment of a Confidential employee to a class with a salary range equal to the employee's current range shall not be considered a promotion and shall not warrant a salary increase.

4.6 SALARY PLACEMENT AND PROCESS RELATED TO DEMOTION AND TRANSFER

4.6.1 Salary Placement on Demotion

4.6.1.1 Any Confidential employee who is demoted for disciplinary reasons to a position in a class with a lower salary range shall be placed on the same step of the lower salary range as the employee held on the range from which demoted. In cases of demotion for other than disciplinary reasons, and for good cause, the Board, upon the recommendation of the Superintendent, may fix the salary of the Confidential employee's demotion at any step within the appropriate salary range. In either case, the employee's salary and anniversary date shall not change.

4.6.1.2 Any Confidential employee who has taken a voluntary demotion, or is demoted for other than disciplinary reasons and for good cause and subsequently accepts a promotion to a higher class than the employee's former class before the demotion, shall have the employee's salary placement determined on the basis of the employee's former higher class in accordance with promotional policies under 4.5.

4.6.2 Salary Placement on Transfer

4.6.2.1 Any Confidential employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as the employee previously received, and the employee's salary anniversary date shall not change.

4.6.3 Process on Transfer and Demotion

4.6.3.1 Transfers of Confidential employees may be initiated by the District management or requested by the employee at any time. A Confidential employee affected by such transfer shall be given forty-eight (48) hours notice prior to the effective date of the transfer. A conference will be held between the appropriate management person and the employee in order to discuss the transfer.

4.6.3.2 For the purpose of this section, a "transfer" shall mean the reassignment of a Confidential employee from one position to another position in the same class or to a position in a similar or related class with the same salary range.

4.6.3.3 A permanent Confidential employee may request voluntary demotion to a class with a lower maximum salary rate. Such requests require the approval of the immediate supervisor, the department head, and that of the head of the department to which the employee is to be assigned.

4.6.3.4 A Confidential employee desiring a transfer shall file a written request with the Human Resources Department. The Human Resources Department shall retain the employee's request for transfer for one (1) calendar year. Unless the transfer request is renewed by the employee, it shall be removed from the transfer file.

4.6.3.5 When a new position is created or an existing position becomes vacant, the District shall, prior to advertising the position, consider those confidential employees serving in the District who have a transfer request on file, provided that the employee meets the established qualifications for the vacant position. The final selection is within the sole discretion of the District management.

4.6.3.6 Transfers shall not change the employee's salary rate, anniversary date, or accumulated benefits.

4.6.3.7 Involuntary transfers shall be discussed with the employee by the employee's supervisor and the Vice President, Human Resources.

4.7 SALARY PLACEMENT AND PROCESS RELATED TO RECLASSIFICATIONS

The salary of the employee in a Confidential position which is reclassified shall be determined as follows:

4.7.1 If a position is reclassified and the salary range does not change then the anniversary date of the incumbent shall not change.

4.7.2 If the position is reclassified to a class which has a higher salary range, then the incumbent shall be placed on the step of the new salary range that is at least one step higher than the step the Confidential employee was on in the previous range and a new anniversary date is established at the time the reclassification becomes effective.

4.7.3 If the position is reclassified to a class which has a lower salary range, the salary of the incumbent shall be adjusted to the step in the new range which provides the same salary the Confidential employee was receiving immediately preceding the effective date of the new range. If there is no such step, the employee's salary shall be adjusted as provided here-in-below.

4.7.4 Step-Assignment

4.7.4.1 If the current salary of a Confidential employee is less than the maximum salary for the new class, the employee shall be assigned to the step in the new range having a salary nearest the salary the Confidential employee was receiving immediately preceding the effective date of the new range.

4.7.4.2 If the current salary of a Confidential employee is greater than the maximum salary for the new class, the employee shall be paid at their current salary. Such salary, plus any cost of living adjustments granted the Confidential employee, will be maintained until such time as the highest step in the new range exceeds the employee's salary.

4.7.5 Salary to be Paid When Step Assignment Determined

4.7.5.1 If the current salary of the Confidential employee is less than the salary of the step to which the employee was assigned, then the Confidential employee's salary shall be increased on the salary of the step to which the employee was assigned.

4.7.5.2 If the current salary of the Confidential employee is greater than the salary of the step to which the employee was assigned, the "Y" rate principle shall apply, and the Confidential employee's salary shall remain unchanged. In any case, the incumbent shall retain the same anniversary date.The "Y" rate principle is defined as a rate of compensation in excess of the compensation provided by the step to which a Confidential employee is assigned on the Basic Pay Plan, and such "Y" rate shall be discontinued when the employee ceases to occupy the position, or whether the salary range assigned equals, or exceeds, such "Y" rate.

4.8 EMPLOYMENT DATE AND ANNIVERSARY DATE

4.8.1 When a Confidential employee is appointed and begins working in a position on or before the fifteenth (15th) day of the month, the Confidential employee's initial employment date shall be the first day of that month during which the Confidential employee was employed as a Confidential employee . If the employment commences on or after the sixteenth (16th) day of the month, the Confidential employee's initial employment date shall be the first of the month following the date of the Confidential employee's employment. A Confidential employee's anniversary date is the date upon which a Confidential employee is granted an earned salary increment. This is the first day of the pay period following the successful completion of the established probationary period. The employment date affects salary. However, the anniversary date is changed when a Confidential employee is promoted or reclassified into a class which has a higher salary range.

4.9 INCREASES WITHIN THE SALARY RANGE

4.9.1 Confidential employees shall be eligible for advancement to the next step of the salary range for their class. Eligibility for advancement will be on an annual basis, on their anniversary date, until the employee reaches the maximum salary step of the appropriate salary range. Except for military leaves of absence, the granting of any leave of absence without pay shall cause the Confidential employee's salary increase anniversary date to be postponed one (1) calendar month for each month or major fraction thereof of such leave taken.

4.10 TEMPORARY OUT OF CLASS

4.10.1 A Confidential employee, assigned by the District to perform the duties of a higher classification for a period of time which exceeds five

working days within a fifteen-calendar-day period, shall be paid on the Confidential salary range assigned to the higher position on the lowest step which will give an increase of at least 7% over the employee's regular salary. The higher pay rate will be in effect for the period the Confidential employee is required to work in the higher class and shall require approval of the Confidential employee's immediate supervisor and the Vice President of Human Resources. Upon acceptance of the assignment, the Confidential employee shall be notified of the temporary assignment's duties and salary.

4.11 TEMPORARY INCREASE IN WORKLOAD

4.11.1 When duties are larger in scope and not a regular part of the regularly assigned duties, the supervisor will work with the employee to evaluate the current workload. Should the need to fill additional duties exceed one (1) year, the incumbent's position will be subject to the reclassification request procedures as outlined in Article

4.11.2 To prevent Confidential employees from being assigned workloads that could be considered excessive due to vacancy or other staffing-related challenges without intentionally exploring other possible options and evaluating distribution of workload or estimated length of assignment, the District will ensure that the ACE member (and an ACE representative if desired by the ACE member), an Executive Committee Member, and the VP of HR participate in a conversation to establish an MOU that defines the parameters of the assignment and increase in pay.

4.12 BILINGUAL DIFFERENTIAL

4.12.1 The District shall develop a fair and equitable method of testing and certifying a Confidential employee's language proficiency in foreign languages commonly utilized by the student and community populations the District serves. The parties shall meet annually to designate languages for which testing and certification will be provided for the purposes of this section. The goal shall be to designate languages that serve the needs of the District's students and community, and to identify and incentivize employees to use their language skills in their work. For the purposes of 2026-29, the language(s) designated in accordance with this article are: Spanish.

4.12.2 Any Confidential employee who demonstrates proficiency in speaking a language designated in accordance with section 3.10.1 and is willing to use this proficiency in the course of their duties shall be paid a fifty-five (55) dollar differential each month in addition to any other compensation they receive.

4.12.3 Any Confidential employee who demonstrates proficiency in speaking, reading, and writing a language designated in accordance with section 3.10.1 and is willing to use this proficiency in the course of their duties shall be paid an eighty-five (85) dollar differential each month in addition to any other compensation they receive.

4.12.4 The differentials in section 3.10 are not additive; Confidential employees shall only receive the highest language proficiency differential for which they qualify.

4.12.5 The differentials in section 3.10 shall not apply to Confidential employees whose job description already requires language proficiency.

4.12.6 The differentials in section 3.10 are not intended to require Confidential employees to do the work of technical translation or simultaneous interpretation best accomplished by an appropriately qualified interpreter or translator.

4.13 EARNED ADVANCED DEGREE

4.13.1 A Confidential employee with an earned Doctorate degree received from a fully accredited institution at the time of conference of the degree, shall receive a monthly educational differential based on 5% of range 5, step 1 on ACESalary Schedule 32.

4.13.2 A Confidential employee with an earned Master's degree received from a fully accredited institution at the time of conference of the degree, shall receive a monthly educational differential based on 4% of range 5, step 1 on ACE Salary Schedule 32.

4.13.3 A Confidential employee with an earned degree higher than the highest degree required for their position, received from a fully accredited institution at the time of conference of degree, shall receive a monthly educational differential based on 3% of range 5, step 1 on ACE Salary Schedule 32.

4.14 TUITION REIMBURSEMENT

4.14.1 Subject to Human Resources approval, the District will reimburse Confidential employees for course fees up to $2,000 per year for a maximum of four (4) non-consecutive years, upon successful completion of course(s) that lead to an accredited degree related to the job with:
(1) A "C" grade or better, a pass for pass/fail courses, or

(2) A passing grade as determined by the accredited institution's grading system.

4.15 LONGEVITY INCREMENTS

4.15.1 LONGEVITY ELIGIBILITY

In determining eligibility for a longevity career salary increment, the calculation of service to the District will include all permanent service, probationary or regular status, Classified, Confidential, and/or Certificated, whether under federal, state, or private sector funding, and shall exclude all hourly casual employment. Effective July 1, 2002, Confidential employees shall be entitled to Longevity pay in addition to their regular pay which is considered pensionable special compensation pursuant to Title 2, California Code of Regulations, Section 571. This longevity pay computed from the date of hire, shall be paid as follows

4.15.2 TEN YEARS

A Confidential employee who has served as an employee of the Santa Barbara Community College District for ten (10) years shall be granted a career increment of 5% of the basic salary per month to which the Confidential employee is entitled in the Confidential employee's respective position, time assignment, and salary schedule classification established by the Board of Trustees.

4.15.3 FIFTEEN YEARS

A Confidential employee who has served as an employee of the Santa Barbara Community College District for fifteen (15) shall be granted a career increment of 10% of the basic salary per month to which the Confidential employee is entitled in the Confidential employee 's respective position, time assignment, and salary schedule classification established by the Board of Trustees.

4.15.4 TWENTY YEARS

A Confidential employee who has served as an employee of the Santa Barbara Community College District for twenty (20) years shall be granted a career increment of 15% of the basic salary per month to which the Confidential employee is entitled in the Confidential employee 's respective position, time assignment, and salary schedule classification established by the Board of Trustees.

4.16 EARLY RETIREMENT INCENTIVE PROGRAM

4.16.1 ELIGIBILITY

4.16.1.1 A person must have rendered 10 years of service with the District and be at least age 50. Five years of that service requirement shall be immediately preceding retirement.

4.16.1.2 "Regular" service with the District is defined as service in paid status and shall exclude all hourly casual employment.

4.16.2 MEDICAL

4.16.2.1 The District will contribute the specified premium amount for the Confidential retiree's District group medical and dental plan.

4.16.2.2 This sum shall be prorated for those normally assigned less than full-time at the time of retirement, in accordance with District policy.

4.16.2.3 District contributions shall continue until the Confidential retiree reaches age 65 or the date of the retiree's death, whichever is earlier.

4.16.2.4 Upon the death of a Confidential retiree participating in the early retirement program, a surviving spouse and/or eligible dependents enrolled in the District health insurance program at the time of the employee’s death may remain in the District’s medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage. The District will provide the Confidential retiree’s District contribution until the date the retiree would have reached age 65 or for 6 months from the date of death whichever is less.

4.16.3 EMPLOYMENT WITH THE DISTRICT

4.16.3.1 As part of the District's Early Retirement Incentive Program, the District may employ Confidential retirees on a part-time basis in accordance with the provisions and limitations of Section 23919 of the Education Code.

ARTICLE 5: BENEFITS

5.1 Health and Welfare Benefits

5.1.1 The term “Health and Welfare Benefits” includes medical, dental, vision, life and income protection (long-term disability) insurances.

5.1.2 Confidential employees (ACE) shall receive the benefit of the more favorable health and welfare benefits granted to the FA, ALA, and the CSEA.

5.1.3 Confidential employees will receive Health and Welfare Benefits according to Appendix C attached hereto and under the plans described therein.

5.1.4 Participation will be available for domestic partners pursuant to Appendix D (attached).

5.1.5 Spouse/Dependent Medical Coverage on Death of Active Employee

Upon the death of an active Confidential employee who is eligible for benefits, a surviving spouse/domestic partner, and/or eligible dependents may remain in the District's medical and dental plans: the District will provide the District contribution for survivors for six months. After that, a surviving spouse/domestic partner, and/or eligible dependents may remain in the District's medical and dental plans in accordance with the provisions of public law (COBRA).

5.1.6 Spouse/Dependent Medical Coverage on Death of Retired Employee

Upon the death of a Confidential retiree who is enrolled in the District's medical and dental plans, a surviving spouse/domestic partner and/or dependents may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage**.**

5.1.7 Participation in Tax Annuity Programs

Confidential employees employed regularly more than 20 hours a week may participate in a tax annuity plan.

ARTICLE 6: LEAVE PROVISIONS

For the purpose of this section, "continuous service" shall mean employment for 10 or more calendar months of each school year.

6.1 Vacation

6.1.1 From the employment date of full-time equivalent service, Confidential employees earn 14.667 hours credit for each calendar month, or major fraction thereof, of paid employment.

6.1.2 After the completion of seven (7) years of full-time equivalent service, Confidential employees shall begin earning 16.00 hours of credit for each calendar month, or major fraction thereof, of paid employment.

6.1.3 After the completion of twelve (12) years of full-time equivalent service, Confidential employees shall begin earning 16.667 hours of credit for each calendar month, or major fraction thereof, of paid employment.

6.1.4 It is the policy of the District that vacation be taken annually; however, vacation credit may be accumulated to a total, as of June 30th each fiscal year, not exceeding that which the Confidential employee could earn in twenty-four (24) months.

6.1.5 Confidential employees, over their twenty-four (24) month accumulation as of June 30th of the year, shall receive an end-of-year payout as part of the July 31st payroll. Receiving an end-of-year payout may be documented on the employee's evaluation form.

6.1.6 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the Confidential employee is assigned.

6.1.7 Any Confidential employee who commences their scheduled vacation period and subsequently becomes ill or is bereaved before their vacation period has been completed shall be placed on sick leave or bereavement leave, as appropriate, under the following conditions:

1. If the illness or bereavement is for three (3) consecutive days or more; and
2. If the illness or bereavement is such that had the ACE Group member been working, they would have been absent on sick or bereavement leave; and
3. If the request is filed with Human Resources within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of their return to duty unless extraordinary, extenuating circumstances exist which prevent such filing; and, if the request fully outlines the reasons for the request and is fully substantiated by verification from a medical professional in the case of illness.

6.1.8 When all or part of a Confidential employee's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the member's accrued vacation balance. If possible, they shall be granted an opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation.

6.2 Sick Leave

6.2.1 Sick leave is the authorized absence because of personal illness or injury or exposure to contagious disease.

6.2.2 Full-time Confidential employees shall accrue sick leave for personal illness or injury at the rate of one (1) day for each calendar month of service or major fraction thereof during the fiscal year.

6.2.3 For Confidential employees, members of the immediate family shall include: A person related by blood, adoption, or marriage, or any person residing in the immediate household of the employee at the time of death. All step, half, adopted, and foster “immediate family” members are included.

6.2.4 Confidential employees serving less than a fiscal year or on less than a full-time basis shall accrue sick leave in proportion that the time worked bears to a fiscal year of full-time service.

6.2.5 A new Confidential employee of the District shall not be eligible to take more than six (6) sick days, or the proportionate amount to which they may be entitled under Education Code Section 88191 or 88196, until the first day of the calendar month after completion of six (6) months of active service with the District. In an extenuating circumstance, a confidential employee in their first 6 months may take more than 6 sick days with supervisory approval.

6.2.6 Unused sick leave provided above shall be accumulated from year to year with no cumulative limit.

6.2.7 Legal holidays, Saturdays, and Sundays shall not be counted as any part of said sick leave unless the Confidential employee is obligated to work on such days.

6.2.8 Whenever a Confidential employee is absent because of illness or injury, then the employee shall submit their absence information in the assigned system to their supervisor. Additionally, whenever a Confidential employee is absent for more than five (5) consecutive working days, they must submit to the Human Resources Department verification from their medical authority, in order to establish the validity of such medical absence of more than five (5) consecutive working days. Such verification from the medical authority shall include either (1) a statement concerning the employee's illness or injury (using the District’s Medical Verification for Leave/Return to Work form) or the District’s Medical Verification for Extended Leave/Return to Work Certification forms as appropriate) which

resulted in an absence of more than five (5) consecutive working days. The Superintendent/President may require that the District select one or more physicians at District expense to verify the frequent recurrence of the same illness or injury. Such verification will include a statement covering either the Confidential employee's need for intermittent absence from work due to illness or injury or the degree of duty they can assume within their assigned duties in the District.

6.2.9 Termination of a Confidential employee's employment or service shall abrogate all sick leave accrued to the time of such termination. However, if such person subsequently re-enters employment or service within 39 months from the date of separation as provided in these policies, all benefits shall be restored.

6.2.10 Upon written request, a new Confidential employee who has been employed by a California public school district within one (1) year of the time they are employed by the District shall have any unused sick leave remaining from said former district transferred to their sick leave account in the District.

6.2.11 Upon separation from the District, no remuneration will be paid for unused sick leave. Upon separation from the District, any absence due to illness or injury beyond authorized sick leave shall be deducted from the final warrant of the Confidential employee.

6.3 Use of AB109 Sick Leave for Family Members

6.3.1 Employees may use sick leave to attend to the illness of a child, parent, spouse or domestic partner in addition to using sick leave for their own personal illness.

6.3.2 The amount of sick leave that any employee earns in a year will remain the same.

6.3.3 As defined by AB 109, “children and parents” are defined as biological, foster, adoptive, and step relatives. The term ”child” also includes a legal ward, or a child of a person standing in loco parentis. The term “parent” also includes a legal guardian.

6.3.4 All conditions and restrictions placed by the employer upon the use of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of the employee or the employee’s child, parent or spouse. This includes but is not limited to the requirement that absence for illness of more than five days requires written verification. This same requirement would apply to the use of sick leave to attend the illness of a child, spouse or parent.

6.3.5 AB 109 does not extend the maximum period of leave to which an employee is entitled under the state and federal family medical leave statutes. This period, generally, is three months and is unpaid leave. This unpaid leave would be used following exhaustion of accrued sick leave.

6.4 Personal Necessity

In addition to other leaves, Confidential employees may use a maximum of ten (10) sick leave days as provided in Education Code Section 88191 in any fiscal year (at the Confidential employees election) in case of personal necessity for any of the following:

6.4.1 Death of a member of the employee's immediate family, as defined in Section 6.2.3, when additional leave is required beyond that provided under bereavement leave

6.4.2 Accident involving the employee's person or property, or person or property of a member of the Confidential employees immediate family.

6.4.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

6.4.4 Any unexpected event involving damage or injury to personal property which has crucial significance for the employee and the Confidential employees immediate family. The aftermath of fire, flood, falling objects, and burglary are examples. Such circumstances shall be reported by theConfidential employees to the Confidential employees immediate supervisor without delay so that verification to the Payroll Department will occur within the next payroll period.

6.4.5 Death of a close personal friend or a member of the employee's family not defined as "immediate member of the family.

6.4.6 Personal business that cannot reasonably be expected to be conducted outside of regular working hours.

6.4.7 Illness of a member of the employee's immediate family.

6.5 Reproductive Loss Leave

6.5.1 Leave must be taken within three (3) months of the event and pursuant to existing leave policy but does not need to be consecutive. Spouse or domestic partner are also entitled.

6.5.2 Five days of bereavement leave for qualifying events such as reproductive loss, including miscarriage, unsuccessful assisted reproduction and failed adoption.

6.5.3 Under SB 848, if a confidential employee experiences more than one (1) reproductive loss event within a twelve (12) month period, the Confidential employees is only entitled to a total of twenty (20) days of leave within the twelve (12) month period. Request for reproductive loss leave is confidential.

6.6 Survivors of Violence and Family Members of Victims Right to Leave Accommodations

6.6.1 The District shall provide the employee time off to serve as a witness in court, seek a relief related to being a victim of violence, or engage in other victim-related legal or recovery activities amongst other provisions.

6.7 Catastrophic Illness Leave Donation Program

6.7.1 Purpose
The purpose of this program is to allow permanent District employees, including Confidential employees, to donate their accrued, unused sick leave to catastrophically ill or injured fellow employees or an immediate family member, who have completely exhausted other paid leave benefits. The program is voluntary.

6.7.2 Consistent with the guidelines that follow, any member may donate up to five (5) days of vested and accumulated sick leave to another eligible college employee (ALA member, confidential employee, CSEA unit member or FA full time faculty member) who has suffered a long-term catastrophic illness or injury and has exhausted all available paid leave benefits due to their own illness/injury or that of an immediate family member as defined in this agreement (6.2.3). Donations must be for a minimum of one day (based on the donating employee's assignment). Donations are irrevocable; unused days are retained by the recipient. Employees terminating in the current fiscal year may donate up to six (6) additional days of accumulated sick leave.

6.7.2.1 The donating employee must, after the donation, retain a minimum of two year’s worth of accrued, unused sick leave from prior accumulations.

6.7.2.2 The donating employee shall execute and file with the Human Resources Department a form authorizing and

irrevocably assigning the donated leave to the donee employee.

6.7.3 Eligibility

Confidential employees shall be eligible to request the donation of other SBCC employees' sick time subject to the following conditions and limitations:

6.7.4 The Confidential employee is a permanent employee of the District.

6.7.5 The Confidential employee suffers from a non-industrial, catastrophic illness or injury which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least 30 days).

6.7.6 Members are also eligible to request donations if an immediate family member (as defined by 3.4 in this agreement) suffers from a non-industrial, catastrophic illness or injury (as determined by the treating medical professional) which for a period of not less than one hundred (100) work days has caused the employee to be absent from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least 30 days). The member is absent due to the illness and needs of their family member, not due to their own illness or injury

6.7.7 The Confidential employee has exhausted all of their available paid leaves, including regular and extended sick leave (1/2 pay) and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.

6.7.8 The maximum number of donated days which may be utilized by one Confidential employee for a single catastrophic illness or injury shall not exceed 125 days.

6.7.9 Each Confidential employee shall be limited to one donation request per school year.

6.7.10 Donations may only be accepted during a two (2) week call for donations window period.

6.7.11 Donated leave shall be charged on the basis of hour for hour regardless of the classification family and/or salary schedule of employees donating leave and employees receiving leave.

6.7.12 Administration:

6.7.12.1 Applications for benefits shall be submitted to the Human Resources Department on a District form.

6.7.12.2 The applicant shall provide medical verification of catastrophic illness or injury from a physician before the application will be considered.

6.7.12.3 After verifying the Confidential employee's eligibility, the District's Human Resources Department will circulate a request for sick leave donations to be submitted to the payroll department (two week window period). A District request form must be used.

6.7.12.4 Donated sick leave not used prior to the Confidential employee's return to service shall be retained by the recipient.

6.7.12.5 The recipient employee shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the employee. In the event the State or Federal governments rule that a tax liability is due other than what was withheld, the employee shall be solely liable for the additional taxes.

6.7.12.6 No action taken under this section shall be subject to any District grievance procedure. Confidential employees voluntarily participating in this program shall hold the District harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

ARTICLE 7: RECLASSIFICATION

7.1 The annual reclassification request window will open for a full month every February. The ACE shall be notified in a timely way prior to the opening of the annual window period.

7.2 The request for reclassification is initiated by the Confidential employee. The Vice President - Human Resources or designee must receive a completed "Reclassification Request Form" in order for the reclassification request to be considered. Upon receipt, a copy of the Confidential employee reclassification request will be sent by Human Resources to the manager for review, input, and signature(s). Reclassification request forms received after the close of the annual

window period will not be considered and will be returned to the requestor. It is encouraged that the employee has a conversation with their supervisor in preparation for the reclassification request.

7.3 The ACE shall be notified prior to any proposed change to the status of a confidential position. In such case, a Meet and Confer with the ACE, the Vice President of Human Resources (or another member of the Executive Committee), and the Superintendent/President shall be called. A member in a Confidential position, while still employed, cannot have the Confidential designation removed unless legally required by the California Public Employment Relations Board.

7.4 The reclassification panel shall include a Confidential employee, the Superintendent/President or designee, and Vice President of Human Resources and or designee.

7.5 Definitions

7.5.1 “Classification” means that each Confidential position shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee in each such position, and the regular monthly salary ranges for each such position.

7.5.2 “Reclassification” means the upgrading of a Confidential position to a higher classification as a result of the gradual accretion of higher level duties and responsibilities over time (at least two years), since the creation of, or last approved, reclassification of this position.

7.6 Eligibility Criteria

7.6.1 Reclassification results from a permanent change and/or accretion in duties. Cross-training, learning new duties, or assisting other employees on an occasional basis is encouraged but will not be considered a basis for reclassification.

7.6.2 Reclassification requests are initiated by the Confidential employee.

7.6.3 Department and District reorganizations may create the need for a reclassification, however those will be conducted by the District outside of this process and under the reorganization process established by Human Resources and the District.

7.6.4 All permanent Confidential employees, regardless of the funding source of their position, are eligible to apply for a reclassification; temporary/interim positions are ineligible.

7.6.5 The Confidential position will be reviewed, not the person serving in the position. Positions are reclassified; incumbents are not.

7.6.6 Reclassification is not based on the quality of performance and should not be viewed as a reward for superior services, a reward for longevity or the qualifications of the incumbent. A classification structure is not intended to serve as a reward, recognition or promotional system.

7.6.7 Assuming duties on one's own authority does not constitute a basis for reclassification.

7.6.8 An increase in the volume of the employee's regular job responsibilities is not a basis for a reclassification.

7.7 Evaluation Criteria:

Reclassification Request Forms are located on the Human Resources website and any changes to be made to the procedure or the form must be mutually agreed upon by both the District and the ACE. Require written justification for decisions (approval or denial).

7.8 Appeal Process for Denied Reclassification Requests: The employee may appeal the Panel decision based on the following:

7.8.1 New information is available that was not available for the original submission, that could change the outcome.

7.8.2 The panel's decision was discriminatory, or otherwise not based on submitted information.

7.8.3 The Confidential employee may request to meet with the Panel to present their justification face-to-face or submit the appeal in writing. The decision of the appeal is final.

7.8.4 A Confidential employee whose position has been reclassified is ineligible for subsequent reclassification in that position for a period of two(2) years from the effective date of such reclassification.

ARTICLE 8: HOURS

8.1 Regular Schedule

The regular work week of a full-time Confidential employee normally is forty (40) hours Monday through Friday, and the regular work day shall be eight (8) hours. The scheduling of the hours and the work week, however, shall be at the sole discretion of the District management.

8.1.1 Alternate Work Schedules

8.1.1.1 Flexible Work Schedule

Subject to approval by the Confidential employee's immediate supervisor, the Confidential employee may work a flexible work schedule. A flexible work schedule means up to an eight (8) hour workday in which the employee may vary their starting and ending time. The supervisor may, subject to two weeks written notice, terminate a Confidential employee's flexible work schedule. The termination of a flexible work schedule shall not be for arbitrary and/or capricious reasons. Under no circumstances may a flexible schedule exceed eight hours per day or 40 hours per week. All flexible schedules must be requested on the Request for Alternative Workweek Schedule Change Form and submitted to the Vice President, Human Resources for compliance.

8.1.1.2 Compressed Work Schedules

The District and the ACE may mutually agree to a compressed work schedule, in accordance with the Fair Labor Standards Act (FLSA) or Education Code 88040, to establish either an:

- 4/10 (four-day, ten-hour per day workweek)
- 9/80 (eight nine-hour days and one eight-hour day over a two week period)

All compressed schedules must be requested on the Alternative Workweek Schedule Change Form and submitted to the Vice President, Human Resources for compliance.

Time off must be reported in hourly increments (i.e., 9/80 must report 9 hours for full day off work).

If a holiday falls on a day for which the Confidential employee is not scheduled to work as a result of the compressed schedule, the District shall provide a substitute holiday for such Confidential employee, within the same pay period, or provide compensation in the amount to which the Confidential employee would have been entitled had the holiday fallen within the Confidential employee's normal work schedule. If the Confidential employee is on a compressed schedule, the number of hours scheduled to work per day equals the number of hours granted for the holiday.

8.2 Overtime

Overtime is voluntary. The District will provide overtime compensation or compensatory time off at a rate equal to one and one-half (1 1/2) times the regular rate of pay for Confidential employees designated by the District, and authorized to perform such overtime and certified by the employee's immediate supervisor on the Compensatory Time/Overtime form and submitted to payroll for payment. Overtime is any time required, suffered or permitted, to be worked in excess of eight (8) hours in any work day or any time in excess of forty (40) hours in any calendar week. This provision does not apply to Confidential employees whose regular work day is less than eight (8) hours or whose work week is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the Confidential employee is excused from work because of holidays, sick leave, vacation, compensated time off, or other paid leave of absence, shall be considered as time worked by the Confidential employee.

8.2.1 Compensatory Time

Compensatory time shall be mutually agreed upon and certified by the immediate supervisor on the Compensatory Time/Overtime request form and submitted to payroll for entry into the District's time and attendance system. Compensatory time off shall be granted and taken within the fiscal year in which compensatory time was earned and at such times as arranged that will not impair the services rendered by the District and office to which the unit member is assigned. Absences charged to compensatory time shall be entered into the District's time and attendance system.

8.2.1.1 Overtime may be compensated with one and one-half (1 1/2) compensatory time credits in lieu of cash payments up to a maximum of 240 compensatory time hours (160 hours straight time equals 240 hours compensatory time).

8.2.1.2 Earned compensatory time shall be taken in units of one-half (1/2) hour or more at times approved by the immediate supervisor.

8.2.1.3 Compensatory time must be taken within the fiscal year it is earned. Any outstanding compensatory time shall be paid out as of June 30 th , and will receive an end-of year payout as part of the July 31 payroll.

8.3 Telecommuting

Telecommuting shall be authorized by the immediate supervisor on the Telecommuting Agreement form and submitted to Human Resources for compliance. The approval and conditions under which such requests will be

granted are subject to the District's sole discretion, provided that the working conditions are consistent with the terms of this MOU.

ARTICLE 9: PROFESSIONAL GROWTH

9.1 Confidential employees are eligible to participate in the District's Professional Growth Incentive Program as specified in the Professional Growth Manual for Classified and Confidential Employees.The Professional Growth Incentive Program allows Confidential employees to earn $250 per year for each unit of twelve (12) Professional Growth units, up to a maximum of eight increments per year ($2000).

Human Resources shall continue to have oversight of the Professional Growth Program for Confidential employees as specified in the Professional Growth Manual.

Applications for Professional Growth Credits will be evaluated by a Human Resources designee appointed by the Vice President of Human Resources.

ARTICLE 10: COMMITTEE REPRESENTATION

10.1 Confidential employees shall have the opportunity to participate on College advisory, operational, and participatory governance committees, including but not limited to the College Planning Council, Personnel Benefits Committee, Budget Resource Allocation Committee, Equal Employment Opportunity Advisory Committee, Executive Committee Plus, Board Policy and Procedures Committee, Classified and Confidential Employee of the Year, and the Reclassification Committee. Confidential employees will serve on hiring committees for executive leadership positions and Confidential positions, and will be given the option to participate on other hiring committees.

ARTICLE 11: PERFORMANCE EVALUATION

11.1 Probationary Status

11.1.1 New Confidential employees hired on a 6-month probationary period. Probationary Confidential employees will be evaluated at the end of 1st, 3rd and 5th (to determine permanency) month of service.

11.2 Annual Evaluations

11.2.1 Permanent Confidential employees will undergo yearly evaluations by their immediate supervisor/manager.

ARTICLE 12: LAYOFFS

12.1 AB 438: Confidential employees are to be provided with the same layoff notice and hearing rights as Faculty and Educational Administrators. The District is required to provide permanent Confidential employees with layoff notice no later than March 15. If a layoff should occur, the California Education Code provisions that are in effect at the same time shall apply.

12.2 The notice shall notify Confidential employee of their layoff date, displacement rights if any, and reemployment rights.

12.2.1 The layoff pertains to:

i. Lack of work

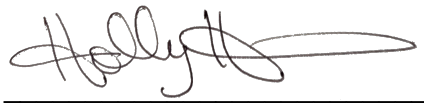
ii. Lack of funds

12.2.2 The layoff is not discipline based.

12.3 Laid off Confidential employees shall be eligible for reemployment for 39 months.

ARTICLE 13: MOU REPLACES PREVIOUS MOUS

This Memorandum of Understanding supersedes previous Memorandum of Understandings between the District and Confidential employees.



Holly Higgins
Co-Chair, Association of Confidential Employees

Erin Coulter

Erin Coulter
Co-Chair, Association of Confidential Employees

Dan Le Guen-Schmidt

Daniel Le Guen-Schmidt, MBA, SHRM-CP
Vice President, Human Resources

Board Approval Date

APPENDIX A: CONFIDENTIAL EMPLOYEES SALARY SCHEDULE

Table 32 - CONFIDENTIAL

2025-2026

Effective 7/1/2025-6/30/2026

RANGE	Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	Hourly	$32.68	$33.99	$35.35	$36.76	$38.23	$39.76	$41.35	$43.01	$44.73
	Monthly	$5,664.75	$5,891.42	$6,127.08	$6,372.17	$6,627.08	$6,892.17	$7,167.92	$7,454.67	$7,752.92
	Annual	$67,977	$70,697	$73,525	$76,466	$79,525	$82,706	$86,015	$89,456	$93,035
2	Hourly	$33.66	$35.01	$36.41	$37.87	$39.38	$40.96	$42.60	$44.30	$46.07
	Monthly	$5,834.75	$6,068.17	$6,310.92	$6,563.42	$6,826.00	$7,099.08	$7,383.08	$7,678.42	$7,985.58
	Annual	$70,017	$72,818	$75,731	$78,761	$81,912	$85,189	$88,597	$92,141	$95,827
3	Hourly	$34.67	$36.06	$37.50	$39.00	$40.56	$42.19	$43.87	$45.63	$47.45
	Monthly	$6,009.83	$6,250.25	$6,500.33	$6,760.42	$7,030.83	$7,312.08	$7,604.58	$7,908.83	$8,225.25
	Annual	$72,118	$75,003	$78,004	$81,125	$84,370	$87,745	$91,255	$94,906	$98,703
4	Hourly	$35.71	$37.14	$38.63	$40.17	$41.78	$43.45	$45.19	$47.00	$48.88
	Monthly	$6,190.17	$6,437.83	$6,695.42	$6,963.25	$7,241.83	$7,531.58	$7,832.92	$8,146.25	$8,472.17
	Annual	$74,282	$77,254	$80,345	$83,559	$86,902	$90,379	$93,995	$97,755	$101,666
5	Hourly	$36.78	$38.26	$39.79	$41.38	$43.03	$44.76	$46.55	$48.41	$50.34
	Monthly	$6,375.92	$6,631.00	$6,896.25	$7,172.17	$7,459.08	$7,757.50	$8,067.83	$8,390.58	$8,726.25
	Annual	$76,511	$79,572	$82,755	$86,066	$89,509	$93,090	$96,814	$100,687	$104,715
6	Hourly	$37.89	$39.40	$40.98	$42.62	$44.33	$46.10	$47.94	$49.86	$51.86
	Monthly	$6,567.25	$6,830.00	$7,103.25	$7,387.42	$7,682.92	$7,990.25	$8,309.92	$8,642.33	$8,988.08
	Annual	$78,807	$81,960	$85,239	$88,649	$92,195	$95,883	$99,719	$103,708	$107,857
7	Hourly	$39.03	$40.59	$42.21	$43.90	$45.66	$47.48	$49.38	$51.36	$53.41
	Monthly	$6,764.33	$7,034.92	$7,316.33	$7,609.00	$7,913.42	$8,230.00	$8,559.25	$8,901.67	$9,257.75
	Annual	$81,172	$84,419	$87,796	$91,308	$94,961	$98,760	$102,711	$106,820	$111,093
8	Hourly	$40.20	$41.81	$43.48	$45.22	$47.03	$48.91	$50.86	$52.90	$55.01
	Monthly	$6,967.33	$7,246.08	$7,536.00	$7,837.50	$8,151.00	$8,477.08	$8,816.17	$9,168.83	$9,535.67
	Annual	$83,608	$86,953	$90,432	$94,050	$97,812	$101,725	$105,794	$110,026	$114,428
9	Hourly	$41.40	$43.06	$44.78	$46.57	$48.44	$50.37	$52.39	$54.49	$56.67
	Monthly	$7,176.42	$7,463.50	$7,762.08	$8,072.58	$8,395.50	$8,731.33	$9,080.67	$9,443.92	$9,821.75
	Annual	$86,117	$89,562	$93,145	$96,871	$100,746	$104,776	$108,968	$113,327	$117,861
10	Hourly	$42.65	$44.35	$46.13	$47.97	$49.89	$51.89	$53.96	$56.12	$58.37
	Monthly	$7,391.75	$7,687.50	$7,995.00	$8,314.83	$8,647.50	$8,993.42	$9,353.17	$9,727.33	$10,116.50
	Annual	$88,701	$92,250	$95,940	$99,778	$103,770	$107,921	$112,238	$116,728	$121,398
11	Hourly	$43.93	$45.68	$47.51	$49.41	$51.39	$53.44	$55.58	$57.80	$60.12
	Monthly	$7,613.58	$7,918.17	$8,234.92	$8,564.33	$8,906.92	$9,263.25	$9,633.83	$10,019.25	$10,420.08
	Annual	$91,363	$95,018	$98,819	$102,772	$106,883	$111,159	$115,606	$120,231	$125,041
12	Hourly	$45.24	$47.05	$48.94	$50.89	$52.93	$55.05	$57.25	$59.54	$61.92
	Monthly	$7,842.00	$8,155.75	$8,482.00	$8,821.33	$9,174.25	$9,541.25	$9,922.92	$10,319.83	$10,732.67
	Annual	$94,104	$97,869	$101,784	$105,856	$110,091	$114,495	$119,075	$123,838	$128,792
13	Hourly	$46.60	$48.47	$50.40	$52.42	$54.52	$56.70	$58.97	$61.33	$63.78
	Monthly	$8,077.33	$8,400.50	$8,736.58	$9,086.08	$9,449.58	$9,827.58	$10,220.75	$10,629.58	$11,054.83
	Annual	$96,928	$100,806	$104,839	$109,033	$113,395	$117,931	$122,649	$127,555	$132,658
14	Hourly	$48.00	$49.92	$51.92	$53.99	$56.15	$58.40	$60.74	$63.17	$65.69
	Monthly	$8,319.67	$8,652.50	$8,998.67	$9,358.67	$9,733.08	$10,122.42	$10,527.33	$10,948.50	$11,386.50
	Annual	$99,836	$103,830	$107,984	$112,304	$116,797	$121,469	$126,328	$131,382	$136,638

APPENDIX B: ASSOCIATION OF CONFIDENTIAL EMPLOYEES CLASSIFICATION TITLES

ACE Classifications - July 2026	Salary Schedule 32 Range
Executive Assistant to the Office of the Superintendent/President and Board	6
Executive Assistant to the Office of the Superintendent/President	6
Executive Assistant to the Assistant Superintendent/Vice President	6
Human Resources Specialist	1
Benefits and Wellness Coordinator	11
Human Resources Business Partner	10

APPENDIX C: HEALTH AND WELFARE BENEFITS

The District will provide for each full-time eligible member up to the following sum of money for payment of premiums for mandatory health and welfare benefits. This amount shall be prorated for eligible members who work less than full-time, but half-time or more. These District allocation sums are updated annually with an effective date of October 1st. Current rates are included in the Employee Benefits Guide, and posted annually to https://www.sbcc.edu/hr/benefits/benefitssummary.php. Allocation breakdowns include coverage for Single, Two-Party and Family rates. Any excess cost will be the responsibility of the member.

If the District is unable to implement the increase by the beginning of the plan year, the District will make retroactive adjustments to its premium contributions as soon as practicable.

C.1 Members who decline District health coverage are eligible for a Medical Coverage Waiver monetary allocation, issued through monthly payroll to be paid out tenthly.

C.2 Mandatory health and welfare benefits will include:

C.3.1 The District medical plan (except for verified comparable spousal/domestic partner coverage)

C.3.2 The District life insurance plan

C.3.3 The District income protection plan, which will be provided at a payment rate of two thirds of an employee's regular salary, up to a maximum of $5,000 per month

C.3.4 The District dental plan (minimum coverage is employee only), provided however, dental insurance is not required if the employee waives medical insurance (per Section C.2 above).

C.3 The District will contribute a premium amount for the member's group medical and dental plan with a maximum benefit amount not to exceed the cost of coverage under the District's 80% Anthem PPO plan, basic Delta Dental, and MES.

C.4 If the total cost of the mandatory benefits is less than the District's contribution, the Confidential employee relinquishes that unused amount (except for waivers).

C.5 A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, unreimbursed medical expenses, and dependent care will be available for employees choosing to participate. Monthly service fees for each employee's flexible benefit plan accounts will be paid by that employee.

C.6 The College Benefits Committee is responsible for the selection of the different benefit programs. If the total cost of the mandatory benefits is more than the District's contribution limits set forth above, then the eligible Confidential employee shall be individually responsible for the difference.

C.7 Confidential employees who regularly work more than twenty (20) or more hours per week shall be eligible to participate in the District's tax sheltered annuity plan (403b) program. The District shall as permitted by law continue to permit employees on medical plan waivers to purchase tax-sheltered annuities from District funds after mandatory benefits are purchased

APPENDIX D: DOMESTIC PARTNERSHIP COVERAGE PROCEDURES

D.1 ELIGIBILITY

D.1.1 The District will provide benefits for Domestic Partners of the same or opposite sex and dependent children and stepchildren of Domestic Partners as follows: Santa Barbara City College (SBCC) will provide benefits for Domestic Partners of the same or opposite sex and dependent children of Domestic Partners as follows:

D.1.2 A domestic partnership shall be established when both persons file a Declaration of Domestic Partnership with the Secretary of State and, at the time of filing, all of the following requirements are met:

1.

D.1.2.1 Neither person is married to someone else or is an employee of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.

D.1.2.2. The two persons are not related by blood in a way that would prevent them from being married to each other in this state

D.1.2.3 Both persons are at least 18 years of age, except as provided in California Family Code, Section 297.1.

D.1.2.4 Both persons are capable of consenting to the domestic partnership.

D.1.3 Children of a Domestic Partner are eligible for enrollment on the same basis, and subject to the same requirements as stepchildren of eligible employees.

D.1.4 Documentation Required to Receive Domestic Partner Coverage:In order to receive benefits as a Domestic Partner, the employee and the Partner must:

1. Submit proof that you have registered with the California Secretary of State.

2. Complete and sign Domestic Partner medical and/or dental enrollment form(s).

D.2 DOCUMENTATION

D.2.1 Documentation Required for Change in Status of Domestic Partner Coverage

D.2.2 The employee must notify Human Resources in writing within thirty (30) calendar days of any change in the status of a Domestic Partnership. In the event the facts attested to in the Declaration of Domestic Partnership no longer hold true due to termination of the relationship, death of a Domestic Partner, marriage to the Domestic Partner or any other cause, the employee must file a State of California Termination form with the Human Resources Office for adjustment in coverage,

and mail a copy of that affidavit to the Domestic Partner. After a termination of an existing Domestic Partner's coverage, a subsequent Declaration of a new Domestic Partner cannot be filed until six (6) months after written notification of termination has been filed. Domestic Partners and their dependents are eligible for continuation of coverage under the federal COBRA law or state law regarding continuing coverage under California Labor Code Section 2800.2 and attendant California statutes.

D.3 ENROLLMENT DEADLINES

D.3.1 Employees currently employed, who later establish a Domestic Partnership eligible for coverage, have thirty (30) calendar days after becoming eligible to apply for coverage or must wait until the next open enrollment period to apply. New employees hired after the original effective date of these parameters, who have a Domestic Partner eligible for coverage, have thirty (30) calendar days after applying for coverage in which to submit required paperwork or must wait until the next open enrollment period to apply.

D.3.2 An employee will not be required to wait until the next open enrollment period if the employee can demonstrate that they are applying late because the Domestic Partner lost coverage previously applicable on a different benefit plan.

D.1.5 Premium Payment/Tax Consequences. The value of the Domestic Partner coverage is considered additional compensation to the employee. Therefore the value of that additional coverage is subject to federal and state taxes as well as all other payroll deductions. CalSTRS / CalPERS will not be withheld from, or credited to, this additional amount. The employee is responsible for covering the cost of the premium of the Domestic Partner and the Domestic Partner's child(ren) and/or stepchild(ren). If covering the Domestic Partner and the Domestic Partner's child(ren) and/or stepchild(ren) increases the premium, the difference will be paid from the employee's wages as an after-tax payroll deduction. If the addition of the Domestic Partner and the Domestic Partner's child(ren) and/or stepchild(ren) does not increase the current premium, then the value of the health coverage for the Domestic Partner and the Domestic Partner's child(ren) and/or stepchild(ren) will be reported as taxable income to the employee. If the difference between the increase in the three-tier rate structure is less than the value of the health coverage for the Domestic Partner, the increased amount will be an after-tax payroll deduction and the difference will be included in the employee's includible income. The includible income will be reported on the employee's W-2.