

## PREFACE

This Handbook has been prepared to provide Leadership Team members a ready reference to provide basic information regarding policies and procedures of the Yosemite Community College District. Although an attempt has been made to not differentiate between classified and academic employees, it was necessary in some areas to note the differences because of applicable Education Code sections.

Central Services and College administration and members of the Leadership Team Advisory Council (LTAC) are available to provide additional information on specific questions not addressed in the Handbook.

As the Yosemite Community College District continues to achieve its objectives, it must have well informed managers. It is to this goal that this Handbook is dedicated.

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D. Roe Darnell, Chancellor

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Spence Cooper, LTAC President

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## **A. BOARD POLICIES & PROCEDURES**

### **1. Mission Statements**

#### **YCCD Mission Statement (Policy 7002)**

The Yosemite Community College District is committed to serve the needs of our diverse community through excellence in teaching, learning and support programs contributing to social, cultural and economic development.

*Adopted: May 7, 2002*

*Revision adopted: February 21, 2007*

#### **Columbia College Mission Statement**

Columbia College is a dynamic institution of learners and creative thinkers dedicated to high standards of student success. We prepare students to be fully engaged in an evolving world by offering comprehensive and high quality programs and services. Columbia College is committed to a culture of improvement through measuring student learning across the institution. We strive for excellence, foster a spirit of professionalism and celebrate diversity.

#### **MJC Mission Statement**

Modesto Junior College provides a comprehensive student-centered learning community for all who can benefit by offering innovative instructional and student support programs that respond to the educational needs of our diverse community.

We fulfill this mission as an institution of higher education through:

- a) University Transfer Education
- b) General Education
- c) Career and Technical Education
- d) Basic Skills Education
- e) Workforce Development
- f) Civic Engagement
- g) Comprehensive Student Services
- h) Community Education
- i) Partnerships with the Community
- j) Economic Development

## **2. The Leadership Team (Policy 4016)**

The Board of Trustees of the Yosemite Community College District recognizes the importance of establishing a Leadership Team for the purpose of fulfilling its legal responsibility for the management of public education in the Yosemite Community College District. The purposes of the Leadership Team are:

- a) to strengthen the administration and educational service programs of the District through participatory administrative practices and procedures.
- b) to strengthen administration by improving communications, decision-making, conflict resolution and other relationships as they relate to the administration of educational programs.

While the Leadership Team concept places emphasis upon shared responsibility and authority, nothing in this policy intends to limit the responsibility and authority of the Board of Trustees or the District Chancellor ultimately to make decisions as prescribed by law.

*Adopted June 28, 2004*

## **3. Commitment to Diversity (Policy 4000)**

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

*Reference: Education Code Section 87100 et seq.*

*Adopted: June 28, 2004*

### **Procedure 4000**

The District has an Equal Employment Opportunity (EEO) Plan. The plan is available in the District Human Resources Offices.

*Reference: Education Code Section 87100 et seq. Title 5 Section 59320 et seq.*

*Procedure Last Revised: 06/13/07*

#### **4. Nondiscrimination (Policy 4017)**

It is the policy of Yosemite Community College District to provide an environment free of unlawful discrimination. Discrimination on the basis of ethnic group identification, religion, age, sex, sexual orientation, color or physical or mental disability in the District's programs, activities and work environment is unlawful and will not be tolerated by the District.

The District strongly forbids any form of discrimination and has enacted complaint resolution procedures to recognize and eliminate unlawful discrimination.

*Adopted: June 28, 2004*

#### **PROCEDURE 4017**

Please reference Section J "Employee Complaint/Complaints Concerning Employees" or View Board Policy 4010 "Complaints Concerning Employees" at the District website: [www.yosemite.edu/Trustees/boardpolicy.htm](http://www.yosemite.edu/Trustees/boardpolicy.htm)

#### **5. Sexual Harassment (Policy 4018)**

It is the policy of the Yosemite Community College District to provide an environment free of unlawful discrimination in its programs, activities and work environment. Sexual harassment is a form of unlawful sexual discrimination and will not be tolerated by the District.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a) submission to sexual conduct is an explicit or implicit term or condition of an individual's employment, academic status or progress;
- b) submission to or rejection of sexual conduct by an individual is the basis for a decision affecting that individual's employment, academic status or progress.
- c) sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature have the purpose or effect of unreasonably interfering with an individual's work or academic performance or create an intimidating, hostile or offensive work or educational environment.

The District strongly forbids any form of sexual harassment, including acts of non-employees. Disciplinary action will be taken promptly against any student or employee, supervisory or otherwise, engaging in sexual harassment.

*Adopted: June 28, 2004*

## **PROCEDURE 4018**

Please reference Section J “ Employee Complaint/Complaints Concerning Employees” or View Board Policy 4010 “Complaints Concerning Employees” at the District website: [www.yosemite.edu/Trustees/boardpolicy.htm](http://www.yosemite.edu/Trustees/boardpolicy.htm)

### **B. LEADERSHIP TEAM ADVISORY COUNCIL (LTAC)**

The Leadership Team is represented by an elected Leadership Team Advisory Council (hereinafter “LTAC”). LTAC elects its president.

#### **1. Mission Statement**

The Leadership Team Advisory Council (LTAC) is committed to representing the Yosemite Community College District Leadership Team.

As an integral part of District participatory governance:

- The LTAC president is a standing member and sits on the District Council;
- LTAC participates in Meet and Confer;
- LTAC provides membership in District-wide committees when requested.

In developing and/or supporting policy and procedures:

- LTAC conducts regular meetings of constituents to discuss issues and concerns;
- LTAC conducts meetings yearly at each location on appropriate topics.

In recommending/developing/supporting Staff Development activities that are applicable to its membership:

- LTAC supports the District when appropriate in its endeavor to provide training for staff development opportunities for Team members;
- LTAC will sponsor an annual staff development event.
- LTAC is dedicated to supporting the District in its pursuit of educational excellence and student success.

#### **2. Leadership Team Advisory Council (LTAC) Membership**

Members are nominated and elected by their constituent group. All terms run for two calendar years, beginning January 1 and ending on December 31. Should any vacancy occur before a term is complete, LTAC will appoint a Team member to serve the remainder of the term. The President is elected to a one year term by the committee members.

The LTAC shall be comprised of one representative from each of the below listed areas, elected to alternating two-year terms (in order to ensure continuity on the committee). There are no term limits.

- (1) CC/Classified
- (1) CC/Educational Administrator
- (1) MJC/Classified
- (1) MJC/Educational Administrator
- (1) CS/Classified
- (1) CS/Classified
- (1) CC/MJC/CS Confidential

The Team is represented on the District Council by the LTAC President. Our members are also requested to serve on various committees throughout the District that may have direct impact on the Team or when we can be of benefit to Faculty or Classified personnel.

### **3. Duty to Membership**

**LTAC** is not a union and cannot represent its constituency in matters relating to disciplinary action, but the **LTAC** can advise to the extent of due process. The **LTAC** President will meet with the District Chancellor or Vice Chancellor on a regular basis to maintain open communication.

In consultation with the Team, the specific objectives of the District's **LTAC** are:

- a) to provide input into all proposed policies which directly affect the administration, management and operation of the YCCD.
- b) to provide open and frequent communication among Team members.
- c) to apply all available knowledge and information to the improvement of District services.
- d) to encourage and provide the leadership necessary to achieve the educational goals and objectives of the District.
- e) to provide a means whereby economic and welfare concerns of Team members can be addressed, including position descriptions, classification, evaluation, salaries and fringe benefits, promotion, assignment and transfer.

It is understood that actions of all members of the Team will be consistent with commonly accepted professional and ethical standards.

### **4. Team Dues**

Annually on July 1, membership dues are requested from all Team members. Checks should be made payable to the YCCD Leadership Team and sent to the President of LTAC. The proceeds are used for:

1. Hospitality at Team functions
2. Good Will Acknowledgement (Births, Illness, Bereavement)

Please route all notifications and/or requests for funding to your LTAC representative or the LTAC President.

An annual income and expense report will be provided to each Team member.

### **C. (ACCCA) STATEMENT OF ETHICS**

The Association of California Community College Administrators (ACCCA) is a professional organization for administrators and managers of California's community college system. It is an association for community college administrators and is recognized for providing both leadership excellence and leadership development. ACCCA is dedicated to providing professional education, training and development opportunities for new and continuing community college administrators and building partnerships with business, education and government agencies to achieve those opportunities. ACCCA takes an active role in the development and advocacy of public policy and legislation for the benefit of the California community college system.

By including the ACCCA statement of ethics in this handbook, the YCCD Leadership Team fully support the following statements:



#### **A Definition of Ethics**

Ethical behavior is often defined as "right or "good" behavior as measured against commonly accepted rules of conduct for a society or for a profession. The ethical person is often described in absolute terms as one who is fair, honest, straightforward, trustworthy, dispassionate and unprejudiced. If, however, one is inconsistently fair or honest, one loses credibility and is perceived to be unethical. The ethical person must be conspicuously consistent in the exercise of integrity to sustain the credibility that is an expectation of office.

#### **Importance of Ethics**

The credibility of college administrators depends upon whether they are perceived as honest men and women. If integrity contributes to credibility, then ethical behavior is a singular prerequisite to successful management. When people are convinced that public institutions are administered by honest individuals, questions of credibility and demands for public accountability rarely arise.

Statements of ethical standards do not necessarily ensure ethical behavior. Yet public statements of intent surely create an expectation that public officials will indeed act with integrity in the public interest.

#### **Expectations for Ethical Behavior**

Administrators of community colleges shall be committed to the principles of honesty and equity. They shall not seek to abridge for any purpose the freedoms of faculty, staff and students. At the same time, they shall not willingly permit the right and privileges of any members of the college community to override the best interests of the public served by the college.

As appointed managers of the college community, administrators shall exercise judgments that are dispassionate, fair, consistent and equitable. They shall exhibit openness and reliability in what they say and do as leaders. They shall confront issues and people without prejudice. They shall do everything they can to demonstrate a commitment to excellence in education and without compromise to the principles of ethical behavior.

The consistent exercise of integrity is ethical behavior.

### **RESPONSIBILITIES OF ADMINISTRATORS**

Administrators respond to many constituencies: to elected or appointed governing boards; to colleague administrators, faculty and staff; to their professions; and to the students and the community. The following statements of responsibilities are intended as guidelines:

- I. With respect to students, the community college administrator has the responsibility:
  - a. To provide and protect student access to the educational resources of the community college.
  - b. To protect human dignity and individual freedom, and assure that students are respected as individuals, as learners, and as independent decision-makers.
  - c. To invite students to participate in the established shared governance process.
  - d. To protect students from disparagement, embarrassment or capricious judgment.
  - e. To keep foremost in mind at all times that the college exists to serve students.
- II. With respect to colleagues and staff, the community college administrator has the responsibility:
  - a. To develop a climate of trust and mutual support through the established share governance processes.
  - b. To foster openness by encouraging and maintaining two-way communication.
  - c. To encourage, support and abide by written policies and procedures and to communicate clearly to all staff members the conditions of employment, work expectations and evaluation procedures.
  - d. To provide opportunities for professional growth.
  - e. To provide due process with opportunity for appeal and review of employee evaluation.
  - f. To challenge unethical behavior in a timely manner.
- III. With respect to the governing board, the community college administrator has the responsibility:
  - a. To keep the board informed so that it can act in the best interests of the district and the public.
  - b. To act in the best interest of the district.
  - c. To be guided by the principles and policies established by the board.
  - d. To represent the board in official statements only when formally designated to do so.
- IV. With respect to the profession, the community college administrator has the responsibility:
  - a. To improve performance through participation in professional activities.
  - b. To be informed about developments in education in general and in the community college in particular.
  - c. To encourage and assist new professionals toward growth and effectiveness.
- V. With respect to the community, the community college administrator has the responsibility:
  - a. To remain continuously informed of the characteristics, preferences and educational needs of the local community.
  - b. To be sensitive to individuals from diverse backgrounds.
  - c. To encourage and stimulate communications with community groups.

#### **RIGHTS AND DUE PROCESS**

A community college administrator should have the right:

1. To be considered for employment without regard to race, sex, religion, creed, age, national origin, disability or sexual orientation;
2. To a clear written statement of the philosophy, goals and objectives of the district.
3. To a written contract identifying terms and conditions of employment.
4. To work in a setting of institutional support and a climate of professional respect.
5. To be assigned authority commensurate with responsibilities and resources adequate to carry out assigned functions.
6. To act independently within the scope of authority to carry out responsibilities assigned.
7. To perform duties and carry out responsibilities without disruption or harassment.
8. To be provided with legal and financial protection from liability in carrying out duties of the position.
9. To participate in formulating and implementing institutional policy at a level appropriate for the position held.
10. To speak for the institution at the level of assigned authority.
11. To participate in professional associations.
12. To confidentiality regarding personal matters.
13. To participate in and to be supported at an appropriate level in activities providing for professional growth such as career advancement and promotion, sabbatical leaves, other leaves, and conference attendance.
14. To loyal support from supervisors for the proper performance of work assigned.
15. To be evaluated in a professional manner on a regular and systemic basis, and to receive adequate notice of dissatisfaction with performance or action to terminate in accordance with existing statues.
16. To due process in accordance with written procedures which are communicated to the administrator prior to appointment.

Source: ACCCA Website, <http://www.accca.org/i4a/pages/index.cfm?pageid=3338>

Date: September 9, 2008

## **D. RECRUITMENT AND HIRING**

Recruitment, screening and selection of management staff for new openings shall be conducted in accordance with District Policy on Diversity. In keeping with this policy, staff selection shall be based on open competition for both entry to and promotion within management vacancies. Standard procedure on screening committees shall be applied to the examination process. District employees shall be encouraged to seek promotional appointments.

Screening committees will include a diverse, balanced representation whenever possible. Committee composition will be reviewed for approval by the Vice Chancellor, Human Resources, or designee, prior to the start of the screening process. Committee composition may be modified accordingly.

Upon the request of the appointment authority and the approval of the Vice Chancellor, Human Resources, the recruitment base for a vacant management position may be limited to open competition by District employees who possess requisite job qualifications as described in the job announcement.

View Board Policy 4200 & Procedure at: [www.yosemite.edu/Trustees/boardpolicy.htm](http://www.yosemite.edu/Trustees/boardpolicy.htm)

## **E. RESPONSIBILITIES**

### **1. Pre-employment Requirements**

Prior to assuming their duties, employees new to the District shall submit a completed health form, evidence of a negative chest x-ray or intradermal tuberculosis test taken within 4 years (required every 4 years thereafter). New employees are also required to complete a loyalty oath, W-4 form, I-9 Employment Eligibility Verification, retirement form, emergency contact form and required to be fingerprinted.

### **2. Management Personnel Responsibility**

Leadership employees have major responsibilities for promoting educational leadership, formulating and recommending District policies, administering District programs, adjudicating grievances and supervising and evaluating District employees. Pursuant to the effective accomplishment of these objectives and responsibilities, management employees are not constrained by the usual time measurements such as 8 hour day/40 hour week. The workday for management personnel shall include all service provided within a 24-hour period.

Recognizing that management responsibilities may result in some managers working in excess of normal office hours, compensatory time off may be provided on an informal basis.

### **3. Citizenship Rights**

Leadership employees have the same rights and responsibilities as any citizen living in a democracy to participate in political and governmental affairs, including such rights as voting or refraining from voting, discussing the social, political and economic issues of the day in public meetings; supporting candidates, accepting appointive or elective public office, or holding office in political parties. Management employees, because of their position in the District, should make it clear that they are speaking or acting as individuals and not as employees of the Colleges, District or Board of Trustees.

### **4. Responsibility Days**

The Normal work schedule for Management personnel is computed according to the following schedule: 12-month employees – 225 days, 11-month employees – 205 days, 10-month employees – 185 days.

Responsibility days for work schedules which vary from the above will be prorated accordingly.

### **5. Employment Contracts (Employment Agreements)**

Educational Administrators, Classified Administrators and Classified Confidentials shall be employed exclusively by contract (Management Employment Agreement (“Agreement”)) and shall not earn permanency in their administrative assignment.

Confidential and Classified Administrators will generally be employed under a one-year Agreement. Educational Administrators will generally be employed under a two-year Agreement. The District reserves the right to offer employment contracts of lesser duration.

Educational Administrators, Classified Administrators and Classified Confidentials should refer to the individual Agreement for actual terms and conditions of employment.

### **6. Non-Renewal of Contract (Employment Agreement)**

The Employment Agreement expires at the end of the term specified in the Agreement. Any notice to the Educational Administrator, Classified Administrator or Classified Confidential that the Agreement will not be renewed shall be effective the next July 1 after notification on or before March 15 of that year. Failure to provide such notice will result in the Agreement continuing for one year with all other conditions and terms remaining unchanged.

## **F. COMPENSATION**

### **1. Salary Schedule Placement Procedure**

#### New Appointments:

New appointees with no previous out-of-district management experience will be placed at Step A. Year-for-year credit for prior out-of-district management service will be provided to a maximum Step C-placement if the experience was accumulated in a Leadership capacity. Any recommended placement above Step C will require Chancellor pre-approval.

#### Promotional Appointments:

Management experience in the Yosemite Community College District will be credited on a year-for-year basis without limit.

Bargaining unit members (CSEA & YFA) promoting to a management position:

- a) Will receive credit for prior non-management experience in the Yosemite Community College District on a ratio of one column for each three years of service with a maximum placement at Step C; and
- b) Will be placed at that step of the applicable salary range which results in no less than a five percent salary increase, not to exceed Step F.

Team members possessing an earned doctorate shall qualify for a doctoral stipend comparable to that provided faculty. Please refer to salary schedule.

### **2. Anniversary Date**

#### Appointment:

Progression within an assigned salary range on the management salary schedule shall be governed by the employee's anniversary date. Each employee's anniversary date shall be the first day of the month following initial appointment or later promotion, except if appointed or promoted on the first working day of the month, that date is the anniversary date.

#### Promotion:

Promotion, if equal to a minimum of two ranges, shall change an employee's anniversary date. Step placement shall be governed by management salary placement procedures. Each employee's anniversary date shall be the first day of the month following initial appointment or later promotion, except if appointed or promoted on the first working day of the month, then that date is the anniversary date.

#### Reclassification:

Reclassification may affect anniversary date and/or step placement and are subject to the Meet & Confer Process with the LTAC and District Administration.

Reorganization:

Reorganization, if equal to a minimum of two ranges, shall change an employee's anniversary date. Each employee's anniversary date shall be the first day of the month following initial appointment or later promotion, except if appointed or promoted on the first working day of the month, that date is the anniversary date.

### **3. Stability Pay**

Management employees earn stability pay after 5 years of continuous total service with the District. Credit for continuous employment will be given for leaves of absence approved by the Board of Trustees, including military leave. The amount of the payment will be one-half of one percent of the maximum annual income, as defined below, during the previous calendar year multiplied by the number of years of service.

For each additional year after 5, the employee will qualify for an additional one-half of one percent to and including the 10<sup>th</sup> year. For all service after 10 years through 20 years, the stability payment will continue at the 5 percent rate established for the 10<sup>th</sup> year. The 5 percent rate shall be increased by ½ percent per year, beginning at 21 years to a maximum 7 ½ percent at 25 years and beyond.

The stability payment will be paid in a lump sum around November 30 to all qualified management employees on the payroll as of November 30. The maximum annual income against which the stability rate will apply is \$15,000 for managers with 5 to 10 years of service and \$17,500 for managers with 11 or more years of service. This amount shall be increased to \$20,000 effective with the 1996-97 academic year for managers with 16 or more years of service. Effective July 1, 2001, eligible Leadership Team members retiring with an effective date of retirement from June 1 to November 30 shall qualify for a prorated portion of annual stability pay. The annual stability pay period is December 1 to November 30.

### **4. Fringe Benefits**

The following fringe benefits are provided for all eligible management employees:

- Health Insurance (employee and dependents)
- Dental Insurance (employee and dependents)
- Life Insurance (employee only) \$50,000 level term
- Vision Insurance (employee and dependents)
- Income Protection Insurance (employee only)
- Workers' Compensation Insurance
- Unemployment Insurance

Retirement:

- Classified Management – PERS and Social Security
- Certificated Management – STRS

Subject to approval by the insurance carrier, eligibility for participation in the District's health insurance program (medical, dental, vision and life) by part-time management employees (minimum 50 percent management assignment) with simultaneous part-time temporary teaching assignments shall reflect the total of the two assignments for the duration of the temporary teaching appointment. Nothing herein is intended to provide benefit eligibility at the higher level on a permanent basis or a continuing interest in a part-time teaching assignment.

## **5. District-paid Health Insurance for Retirees**

The following is a summary of health benefits provided for YCCD retirees meeting eligibility requirements. The District provides health benefits for the retiree up to age 70 as outlined below.

### **Eligibility requirement for District paid retiree health coverage:**

- Effective August 21, 2004 the following shall be required to qualify for District-paid pre-65 retiree medical benefits under Board Policy: Any combination of the retiree's minimum age 50 (at last birthday preceding Board approved retirement date) plus full years of regular (probationary or permanent) District service equivalent to 70 years or more ("Rule of 70").
- Effective July 1, 2004 the District will cover the retiree and spouse with medical benefits to retiree's age 70; **unless hired on or after July 1, 2004**. The District's intent is to provide new hires with District-paid retiree medical benefits to the retiree's age 65 only. However, if during the term of this agreement the federal government increases the minimum age 65 requirement for Medicare eligibility, the District agrees to continue retiree medical benefits until the retiree reaches that age.

Dental, vision and life coverage will cancel at the time of retirement. Team members may purchase dental and vision insurance for up to 18 months via COBRA legislation. The life insurance can be converted to a private policy; conversion information can be obtained from the Human Resources Benefits Office.

### **Continuation Of Group Health Plan Coverage Under COBRA:**

Upon the death of the retiree, the surviving spouse, at his/her own expense and subject to carrier approval, may continue to participate in the District's medical benefits program until the surviving spouse's remarriage or death.

It is the Team member's responsibility to notify the Benefits Office of any status changes, including: address change, dependent status changes, divorce and marriage.

Under federal COBRA law, the Yosemite Community College District (YCCD) is required to offer covered employees and covered family members the opportunity for a temporary extension of health coverage (called “Continuation Coverage”) at group rates when coverage under the health plan would otherwise end due to certain qualifying events.

Qualifying Events for Covered Employees \* - A covered employee may have the right to elect this health plan continuation coverage if group health coverage is lost because of termination of employment (for reasons other than gross misconduct) or a reduction in hours of employment.

Qualifying Events For Covered Spouse \* - A covered spouse of an employee may have the right to elect this health plan continuation coverage group health coverage under YCCD is lost because of any of the following reasons:

- A termination of spouse’s employment (for reasons other than gross misconduct) or reduction in spouse’s hours of employment with YCCD;
- The death of spouse;
- Divorce or, if applicable, legal separation from spouse; or
- Spouse becomes entitled to Medicare.

Qualifying Events For Covered Dependent Children \* - Covered dependent children of an employee may have the right to elect continuation coverage if group health coverage under YCCD is lost because of any of the following reasons:

- A termination of the employee’s employment (for reasons other than gross misconduct) or reduction in the employee’s hours of employment with YCCD;
- The death of the employee of YCCD;
- Parent’s divorce or, if applicable, legal separation;
- The employee of YCCD becomes entitled to Medicare; or
- Cease to be a “dependent child” under the terms of the health plan.

\*Rights similar to those described above may apply to covered retirees, and their covered spouses, and dependents if the employer commences a bankruptcy proceeding and these individuals lose coverage within one year of or one year after the bankruptcy filing.

### **District-paid Health Insurance for Retirees Age 65 to 70**

Prior to the retiree reaching age 65, it is important to contact the Social Security Administration to coordinate Medicare A&B enrollment. Once approved for Medicare A&B the District’s Benefits Office will need a copy of the Medicare card.

It is to the retiree’s advantage to purchase both Medicare A&B – as health coverage premiums are based on the retiree at age 65 having Medicare A&B. If Medicare A&B is not purchased, you will incur lifetime penalties from the Social Security Administration and may result in your having to participate in the premium cost.

The District will pay the premium associated with the integration of Medicare and the District's health plan for the **retiree and spouse** until the retiree reaches age 70 or death, which ever occurs first.

Medicare becomes the primary carrier and the selected District's health plan will be the secondary coverage.

You do not need to apply for Medicare's prescription coverage, the District has determined that the prescription coverage offered through your selected health plan is as good as the standard Medicare prescription coverage; you can keep this coverage and not pay extra if you later decide to enroll in Medicare's prescription coverage. You will receive separate prescription I.D. cards from the health provider.

Please note District paid medical benefits apply to the retiree and spouse only; should the retiree have eligible dependents, the retiree will incur a portion of the premium cost.

After age 70, the retiree may continue to purchase the District's health coverage until death. Upon the death of the retiree, the surviving spouse, at his/her own expense and subject to carrier approval, may continue to participate in the District's medical benefits program until the surviving spouse's remarriage or death.

It is your responsibility to notify the Benefits Office of any status changes, including: address change, dependent status changes, divorce and marriage.

## **6. Salary Payments**

Management employees are paid monthly, on the last working day of the month.

## **7. Extra Duty Assignments**

Team members may receive additional compensation for performing extra duties assigned in their present job description. If extra duties or responsibilities not included in the management employee's present job description are assigned on a regular basis, appropriate compensation may be provided. Assignments may be made upon the recommendation of the applicable Cabinet member and approval of the Chancellor.

Management employees may be compensated for teaching services, including Community Services courses, performed on an extra duty basis as requested/approved in advance by the President and Chancellor.

## **8. Tax Sheltered Annuity/Deferred Compensation**

According to Board Policy 4003, the Yosemite Community College District will accommodate requests to participate in tax sheltered annuity programs in accordance

with the Internal Revenue Code, the California Revenue and Taxation Code, and the guidelines established by the District.

The Yosemite Community College District will accommodate requests to participate in a deferred compensation plan in accordance with the Internal Revenue Code, the California Revenue and Taxation Code.

## **9. Classification Procedures**

Under Board Policy and Procedure 4204 the District conducts a classification and salary study of classified positions at least every five years. Team members may request review of their administrative assignments during the scheduled study. The implementation of reclassifications shall be established by the Chancellor in consultation with the LTAC.

View Board Policy 4204 & Procedure at: [www.yosemite.edu/Trustees/boardpolicy.htm](http://www.yosemite.edu/Trustees/boardpolicy.htm)

## **10. Professional Education Program (PEP)**

Team Members are encouraged to enhance their managerial effectiveness through a program of professional education including academic course work, professional conferences and related activities.

Team Members interested in PEP participation shall file a written request for prior approval with their immediate supervisor and the respective College President or the Vice Chancellor, Human Resources (for Central Services). This request shall be filed no later than 10 days prior to the start of planned activity and will include a brief description of the program, dates of participation and projected costs.

Team Members approved for PEP participation shall be eligible to claim reimbursement for approved expenses (receipts required) associated with PEP activity including tuition/registration fees, lodging and travel not to exceed \$750 per fiscal year for all approved PEP activities. In addition, managers may request Professional Education Leave for approved activities in accordance with procedures herein.

The total amount of funding available for PEP activity during the fiscal year shall be established annually by the Chancellor in consultation with the LTAC.

## **G. EVALUATION**

### **Evaluation of Leadership Team Members (including Faculty Supervisors)**

The primary purpose of evaluation is to improve the performance of Team members. The Chancellor, in consultation with the LTAC, developed the process to provide a consistent evaluation process throughout the District. The statement of ethics by the ACCCA is included in this handbook for reference and describes general expectations of performance. Specific duties and responsibilities are included in job descriptions.

Team members shall be evaluated at least twice annually during the first contract year of employment (including any transfers, appointments and/or promotions to positions subsequent to original hire). Thereafter, Team members shall be evaluated at least once annually.

The management annual evaluation process will follow a three-year cycle. The process will include the following:

- a) Annual one-on-one evaluation with the direct supervisor; and
- b) Every third year, in addition to the above, a confidential evaluation survey will be sent to designated classified staff, colleagues, faculty and/or college representatives.

Faculty and classified staff reporting to or working closely with an administrator shall be given an opportunity to contribute to the administrator's performance evaluation by completing a staff input form. This instrument shall be distributed, collected and tabulated by the Chancellor, President or designee. Staff shall be given two weeks to submit the form.

Established procedure shall be adhered to in completing performance evaluations. The immediate supervisor will complete the evaluation with the review by the next higher level of administration. Provision shall be made for review and discussion by the immediate supervisor and the evaluatee. The employee will sign the report to indicate review and will receive a copy after all reviews have been completed. All completed evaluations require review by the Chancellor and Vice Chancellor of Human Resources prior to placement in personnel files. The Human Resources office will place the original in the employee's personnel file. Performance evaluations shall be completed on the prescribed form.

This process is intended to commend and/or assist administrators/managers in improving their performance. The results of the evaluation, including staff input, shall be treated in a confidential manner.

## H. ABSENCE

### 1. Absence Report

Team members will complete a Certificate of Absence form for any type of leave (vacation, sick leave, bereavement, etc.) and obtain necessary supervisory approval.

Note: Employees working less than a 12-month assignment receive prorated vacation and sick leave accrual.

### 2. Bereavement Leave

Team members shall be granted a leave, up to 3 days (5 days if out-of-state travel is required) with pay in the event of death of a member of the immediate family.

“Immediate family” is defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, foster parent, foster child, step parent, step child, aunt, uncle, niece, nephew.

### 3. Community Service Leave

When a Team member employee holds a responsible position in a community group or organization, and is elected to represent his/her organization in a regional or state conference, the employee may be granted one leave of absence per academic year, not to exceed three days, to attend this conference without loss of pay.

### 4. Holidays

Team members receive 14 holidays per year. The following holidays are included by law: Independence Day, Labor Day, Veterans’ Day, Thanksgiving, Christmas, New Years’ Day, Martin Luther King Day, Lincoln Day, Washington Day, Memorial Day. Four additional local holidays will be identified on an annual basis.

Floating Holiday - Eligible Team members receive a “floating holiday”, equal to 8 hours paid leave, for use during the period July 1 through June 30, in lieu of the traditional Spring Day holiday. (Spring Day is counted as one of the additional four local holidays noted in the preceding paragraph). Scheduling of the holiday shall be at the Team member’s request and with administrative approval. Upon use of the floating holiday, Team members shall submit an absence form indicating “other” to Human Resources. Credit for the floating holiday shall not be carried over beyond June 30.

New employees in their first year of employment, are eligible for the Floating Holiday if hired before April 1<sup>st</sup>.

## **5. Industrial Accident or Illness Leave**

Team members are eligible for a leave of absence for industrial accident or illness arising out of and in the course of employment. The injury or illness must be accepted by the District's worker's compensation insurance carrier. When a person is absent from his/her duties because of an industrial accident or illness, he/she shall be paid such portion of salary due for any month which will result in a payment of not more than his/her full salary. Employees are allowed sixty (60) working days of worker's compensation leave for any one accident or illness. After sixty working days, that portion of the day not paid by the worker's compensation carrier is charged to accumulated sick leave, extended sick leave and/or vacation.

## **6. Jury Duty/Court Appearances**

A Team member ordered to appear in court (personal business excluded) will receive full salary less an amount equal to any fees received for jury services or appearance as a witness under subpoena. Reimbursement for travel as a juror is retained by the employee. Court appearances for personal business should be submitted under Personal Business Leave.

## **7. Professional Education Leave**

After five or more years of Leadership service, a Team member may request up to 40 days of paid leave subject to the conditions herein.

**GOAL:** The objective of this leave is to encourage and facilitate continuing education and professional growth by Team members and thereby strengthen programs and services to students.

**ACTIVITIES:** Program participation shall normally be limited to the following activities:

- A. Graduate Study:** Academic course work in an accredited institution beyond the Bachelor's Degree leading to the attainment of an advanced degree in educational administration or a related field. Normally, enrollment in a minimum of 6 units is required. Exceptions may be considered dependent upon the number of leave days requested.
- B. Independent Research/Travel:** Intensive independent study of a significant complex issue or challenge facing the District and colleges. A written proposal for such study including problem/need analysis, research methodology, itinerary and expected outcome shall be filed with the administrator's application for leave. In addition, a follow-up report indicating results and recommendations shall be filed following completion of the leave.

**Approval:** All requests for leave shall be submitted via an Absence Form and shall be subject to prior approval by the Team member's supervisor, and the respective College

President or Vice Chancellor (for Central Services). All requests shall be subject to approval by the Chancellor and confirmation by the Board of Trustees.

**Other Conditions:** Other terms and conditions of participation include:

- A. The 40 days of paid professional education leave may be taken consecutively, non-consecutively, or may be combined with accumulated vacation to provide a maximum leave of 82 days within one academic year.
- B. Paid professional education leave shall not exceed a total of 40 days within three consecutive academic years.
- C. Reimbursement for related expenses (including tuition, registration fees, lodging or travel) may be accommodated through separate Professional Education Program (PEP) reimbursement procedures and shall not exceed \$750 per fiscal year for all approved PEP activities. Receipts are required.
- D. All professional education leaves shall be scheduled at the convenience of the District and in a manner which will normally preclude the need for a replacement.

#### 8. **Maternity Leave**

A maternity leave may be granted to a female Team member during the period of time she must absent herself from her duties because of disability resulting from pregnancy or convalescence following childbirth or miscarriage. The Team member may elect to utilize her accumulated sick leave during her period of physical disability, provided the duration of disability and convalescence following childbirth are certified by her physician.

#### 9. **Military Leave**

A Team member shall be granted military leave as required by the California Education Code and the Military and Veterans' Code.

#### 10. **Personal Leave**

A Team member may, at the sole discretion of the District, be granted a leave of absence for purposes satisfactory to the District. If granted, the leave will be without compensation and shall generally be for a period not to exceed one academic year.

#### 11. **Personal Necessity Leave**

Accumulated sick leave may be used by a Team member in cases of personal necessity. No such accumulated leave in excess of six (6) days (educational administrator) seven (7) days (classified administrator/confidential) may be used in any academic year. Personal necessity leave will be charged to accumulated sick leave and shall not be a matter of personal desire or convenience. An absence form shall be completed certifying the reason

for personal necessity leave. In the case of a scheduled absence for personal necessity, prior approval shall be obtained from the immediate supervisor.

### **12. Personal Business Leave**

Team members may use up to two (2) days of personal necessity leave each academic year for personal business reasons. An absence form shall be submitted confirming the use of personal business leave. When possible, Team members shall submit a request for personal business leave prior to the leave date(s) requested. Use of this leave is not intended for vacation, recreation, and/or social activities.

### **13. Sick Leave**

Team members shall earn one day of sick leave for each month of employment, up to a maximum of 12 days per year. Employees working less than a 12-month assignment receive prorated sick leave accrual. Sick leave may be accumulated without limitation, and may be transferred to or from any district in California as provided by law. The District reserves the right to require medical verification for any absence charged to sick leave.

### **14. Extended Sick Leave**

Upon the expiration of current and accumulated sick leave and industrial accident and illness leave (if applicable), a disabled Team member may qualify for extended sick leave at fifty percent (50%) of daily pay. The “maximum period payable” for extended sick leave is 100 workdays, not to exceed one year from date of disability.

### **15. Short-Term Disability Plan**

Upon the expiration of extended sick leave, disabled Team members may qualify for income protection benefits under the District’s short-term disability plan. Please contact the Benefits Office for details.

### **16. Vacation**

Except as provided herein, twelve (12) month Team members earn 21 days vacation per academic year at an accrual rate of 14 hours per month. Employees working less than a 12-month assignment receive prorated vacation accrual. Vacation is to be taken at the convenience of the District.

Except as approved by the Chancellor or his/her designee, an employee may carry over no more than 21 days vacation to the next year.

After 15, 20, and 25 years of service with the District, Team members shall earn one additional vacation day per academic year, i.e., 15 years-22 days (14.67 hours per

month); 20 years-23 days (15.33 hours per month);25 years-24 days (16 hours per month).

## **17. Family and Medical Leave**

State and Federal law permit eligible employees to request an unpaid leave (1) upon the birth or adoption of the son or daughter of the employee or upon placement with the employee for foster care; or (2) when the employee's spouse, son, daughter or parent has a serious health condition and requires care from the employee.

The law also gives an employee job protected unpaid leave for their own serious illness. Eligible employees are entitled to a total of twelve work weeks of unpaid leave during any twelve month period. For more information contact the Human Resources Office.

### **FMLA - Eligibility**

You may be eligible for an unpaid family care and medical leave under the Family Medical Leave Act and the California Family Rights Act (CFRA), if you have more than 12-months of service with the District and have worked at least 1250 hours in the 12-month period before the date you want to begin your leave. This leave may be up to 12 work weeks in a 12-month period for the birth, adoption or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse. This leave concurrently runs with other applicable leaves you may be eligible for, e.g. sick leave, personal necessity leave.

Even if you are not eligible for this leave, if you are disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. You may be able to take both a pregnancy disability leave and a CFRA leave for reasons of the birth of your child.

If possible you must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or your family member). For events which are unforeseeable, notify your direct supervisor and Human Resources, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

Human Resources may require certification from your health care provider before allowing you a leave of pregnancy or your own serious health condition or certification from the health care provider of your child, parent or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule, but you may need to be temporarily transferred.

If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact your benefits. With certain exceptions, you will be able to resume your position or a comparable position at the end of the leave. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your job, seniority and benefits, please contact Human Resources.

## **I. REASSIGNMENT/TRANSFER**

### **1. Reassignment of Administrators to Faculty Ranks**

Educational Administrators: Please also consult the current YFA contract.

- a. Educational administrators employed by the Yosemite Community College District in an academic position prior to July 1, 1990 or who have otherwise attained tenure in an academic position with the District retain tenure and seniority rights should they be reassigned.

Other educational administrators meeting the requirements of Ed. Code 87458 and these procedures shall have status as first year, probationary faculty upon reassignment to the faculty.

*Note: Effective August 6, 2001, Ed. Code 87458 was amended. An educational administrator who has not previously acquired tenured status as a YCCD faculty member and who is employed in a categorically funded project of indeterminate duration, shall not have the right to become a first-year probationary faculty member upon expiration or termination of his/her administrative assignment.*

- b. In the event of a reassignment of an educational administrator to the faculty ranks, the administrator must meet one of the following competency requirements:
  1. The minimum qualifications or equivalent for that discipline; or
  2. Possession of a valid and appropriate discipline specific credential; or
  3. Teaching or service in the discipline in District prior to July 1, 1990, for at least two years of satisfactory service, including any time previously served as a faculty member, in the District.
  4. The termination of the administrative assignment is for any reason other than dismissal for cause.

Equivalency as described in the District Hiring Procedures will be utilized for reduction in force and anytime after initial hiring should an administrator request equivalency in an additional discipline.

- c. It is expected that administrators to be reassigned shall, at a minimum, prepare and present a Proposal of Professional Improvement and Renewal Plan to the Employer-Employee Relations/Reassignment Committee prior to reassignment. The EER/ Reassignment Committee shall evaluate such a plan and recommend appropriate action. The EER/Reassignment Committee shall be comprised of 3 faculty representatives (the YFA President or Designee, a faculty member from the unit to which the administrator is to be assigned (selected by mutual agreement between the YFA and District), and a faculty member designated by the YFA) and 3 representatives from the District.

Administrators to be reassigned are exempt from the above expectations if they have been evaluated as faculty within 3 years of the project reassignment. It is anticipated that the Proposed Plan may not involve time away from assigned duties.

## **2. Salary Placement and Related Procedures**

Except as provided herein, Team members reassigned to a position included in a bargaining unit shall be granted year-for-year credit on the salary schedule for each year of administrative and/or teaching employment with the District or other educational institution, consistent with the limits of the applicable salary schedule. Educational administrators with no prior District service as a faculty member and less than seven (7) years administrative service with the District shall be subject to the step 10 maximum applicable to new faculty salary placements.

Seniority and related employment rights (such as longevity, stability, vacation) will be in accordance with the applicable negotiated agreements.

For purposes of sabbatical leave eligibility, years of service will be held at the level achieved at the time Team member transferred from the bargaining unit. Upon reassignment to the bargaining unit, the employee will receive credit for prior service in the unit.

## **3. Temporary Administrative Reassignment**

Administrators may be requested to assume the duties and responsibilities of a higher classification on a temporary interim basis. The designated employee shall be notified in writing of such action and shall be requested to perform all duties pertaining to that classification. As a result, his/her salary shall be adjusted temporarily for the time period designated. The term of the temporary appointment shall normally not exceed one year.

In addition, the District may modify an administrator's duties and responsibilities as warranted through a process of reorganization. The administrative assignment shall be reviewed after the first year.

#### **4. Transfer**

Team members may request to move to another position either within or across occupational lines. Consideration shall be given to such factors as comparable duties and responsibilities, levels of compensation, minimum qualifications, and employee performance. Should a position vacancy be opened to standard recruitment and selection procedures, applicants for transfer shall be considered along with other candidates.

#### **J. EMPLOYEE COMPLAINTS/COMPLAINTS CONCERNING EMPLOYEES (Policy 4010)**

Complaints concerning employees of the Yosemite Community College District should be directed to the employee's immediate supervisor. Administrative procedures shall be developed which provide for various levels of review.

*Adopted: June 28, 2004*

#### **PROCEDURE 4010** (*Procedure currently under District review*)

The primary purpose of this procedure is to secure equitable, timely solutions to complaints. This procedure is not to be used for grievances under a bargaining contract or for any problem for which there is another procedure provided by law and/or implementing District policy/procedure.

##### **I. Informal Level**

- A. Complaints related to the duties of an employee shall be called to the attention of the employee's immediate supervisor. An attempt will be made to reconcile the problem in an informal manner by consultation with the employee and the employee's immediate supervisor.

##### **II. Formal Level**

###### **A. Step 1**

- 1. If the complainant is not satisfied with the informal resolution, a formal written complaint may be filed with the President or Vice Chancellor of Human Resources within thirty (30) days of the notification of formal action. This statement shall be a clear, concise statement of the complaint, the circumstances involved, and the decision rendered at the informal level.
- 2. The President or Vice Chancellor of Human Resources will investigate the complaint and consult with the employee and the employee's immediate supervisor and shall communicate his/her decision, in writing, to the complainant within ten (10) days after receipt of the formal written complaint.

## B. Step 2

1. If the complainant is not satisfied with the decision by the President or Vice Chancellor of Human Resources, he/she may appeal the decision within ten (10) days after receipt of the formal decision to the Chancellor. The statement shall indicate the decision reached at Step 1 and a clear, concise statement of the reasons for the appeal. The Chancellor shall communicate his/her decision in writing to the complainant within ten (10) days after receiving the appeal.
2. A "day" is defined as any day in which the central administrative office of the District is open for business.

## C. Step 3

1. If the complainant is not satisfied with the decision at Step 2, within ten (10) days after receipt of the Chancellor's decision, a written appeal may be made through the Chancellor for the Board of Trustees to review the complaint in executive session. The decision of the Board of Trustees is final.

## III. Failure to Observe Time Limits

- A. In the event the complainant fails to exhaust all remedies under the procedure, or to abide by the time limits with respect to each step, the complaint shall be presumed to be abandoned and the matter shall be considered settled, in accordance with the District's last response.
- B. In the event that the District fails to give its answer at any step within the time limits prescribed, the complainant shall have the right to proceed to the next step.
- C. Any time limit may be extended by written mutual agreement of the complainant and the District.

*Procedure Last Revised: 06/13/07*

### **In addition to District Policy and Procedure 4010, the following alternative informal process is available to Team members:**

A Team member desiring to use a less structured grievance procedure may do so by filing a written statement with the Leadership Team Advisory Council. One or more of the members of the Council will meet with the grievant for the purpose of considering appropriate alternatives designed to achieve resolution. A representative(s) of the Leadership Team Advisory Council will assist Team members in the resolution of the grievance.

### **Complaint (Grievance) File**

A record of individual complaints/grievances and decisions relating thereto will be maintained in a file separate from the employee's personnel file, unless the grievance/complaint results in disciplinary action of a Team member.

### **K. NON-RENEWAL OF EMPLOYMENT CONTRACT**

The Employment Agreement expires at the end of the term specified in the Agreement. Any notice to an Educational Administrator, Classified Administrator or Classified Confidential that the Agreement will not be renewed shall be effective the next July 1 after notification on or before March 15 of that year. Failure to provide such notice will result in the Agreement continuing for one year with all other conditions and terms remaining unchanged.

### **L. RESIGNATION (Policy 4011)**

- a. The Board shall accept the resignation of any employee and shall fix the time when the resignation takes effect, which shall not be later than the close of the academic year during which the resignation has been received by the Board.
- b. The Board hereby delegates to the Chancellor the authority to accept resignations on its behalf. All such resignations shall be forwarded to the Board for ratification.

Adopted: July 11, 2007

### **M. MANAGEMENT POST-RETIREMENT OPTIONS**

#### **Post-retirement Employment Agreement**

After ten years of full-time satisfactory service in the Yosemite Community College District and attainment of age 55 of an Educational (STRS) Team member; or attainment of age 50 of a Classified (PERS) Team member, a Team member would become eligible to request this option, subject to the following conditions, eligibility requirements and approval of the Board of Trustees:

- a. The Team member must have retired from regular employment with the District.
- b. As a condition of initial employment, the retiree shall submit a medical certificate showing that he/she is free from any disabling disease unfitting him/her to associate with students. The medical certificate shall be completed and submitted directly to the District by a licensed physician. A medical exam shall be required for completion of the medical certificate. Such examination shall be conducted not more than six

months before the completion and submission of the certificate and shall be at the expense of the retiree.

- c. The retiree agrees to render services as assigned by the District at times established by the District.
- d. For non-teaching assignments within the retiree's former job classification, the District agrees to pay the retiree for each day worked at a daily rate of pay (or prorated portion thereof) based upon the range and step placement of the retiree in the fiscal year of retirement, including subsequent cost-of-living salary adjustments. For teaching services requiring certification, the retiree shall be paid in accordance with the terms and conditions of the certificated part-time hourly salary schedule (maximum Step 10), including subsequent cost-of-living salary adjustments. Teaching assignments will not exceed 67% percent of the hours per week considered a full-time assignment for regular employees having comparable duties, either on a semester or academic year basis. In addition, the District reserves the right to offer a lesser rate of pay consistent with the nature of duties and responsibilities assigned. For STRS retirees, the total annual salary under this agreement shall not exceed statutory limitations. For PERS retirees, total workdays and/or hours shall not exceed statutory limitations.
- e. Duration of post-retirement employment agreements shall not exceed one (1) fiscal year. Said agreements may be renewed at the sole discretion of the District on a year-to-year basis. The District reserves the right to terminate the agreement for cause.
- f. With the exception of income protection coverage and supplemental life insurance coverage, the District will continue health and welfare benefits as though the retired person were on regular full-time employment, subject to acceptance/approval of the carriers.
- g. This option may be enacted only upon the written request of a retired manager who meets the eligibility requirements and agrees to the conditions above. Requests shall be submitted to the College President or appropriate Central Services administrator and if approved, will be forwarded to the Chancellor. If approved by the Chancellor, the request will be presented to the Board of Trustees. Selection of this option must occur prior to Board action on the retirement request.

## **N. REDUCTION IN FORCE**

Administrators may be laid off due to reduction in funds or services. Please refer to your individual employment agreement for specific terms and conditions of employment.

### **1. Educational Administrators**

Lay off of an Educational Administrator shall be effective the next July 1 after notification on or before March 15 of that year.

After layoff, an Educational Administrator may assume an available faculty position in a faculty service in which the standards developed by the District and Faculty Senate for equivalency are satisfied if the Administrator:

- a. was employed in an academic position prior to July 1, 1990; or
- b. has otherwise attained tenure in an academic position with the District prior to his/her administrative appointment; or
- c. has served at least two years at the District as a faculty member and/or administrator in a regularly-funded position.

If no position is available, the Ed Code requires an Educational Administrator have preferential right to reappointment for a period of 39 months.

### **2. Classified Administrators & Classified Confidentials**

- a. Classified Administrators & Classified Confidentials who have attained permanency in a classified -position with the District prior to his/her administrative appointment:
  - 1) shall be laid off in the order determined by the employee's date of hire in regular classified employment with the District as identified in the classified management seniority list;
  - 2) shall be laid off if two or more administrators in the same job classification have equal seniority, the determination of who should be laid off first shall be made by lot;
  - 3) may displace a less senior employee in an equal or lower non-administrative classification previously held by the administrator;
  - 4) if no position is available, has a preferential right to reappointment for a period of 39 months.

### **3. Continuation of Benefit Coverage**

Team members may qualify for continuing benefit coverage following layoff at their own expense consistent with federal legislation. Contact the Vice Chancellor of Human Resources for more information.

## **O. TERMINATION**

### **1. Automatic Termination**

The Agreement is automatically terminated upon the death, retirement or voluntary resignation of an Educational Administrator, Classified Administrator or Classified Confidential.

### **2. Termination without Cause**

The Employment Agreement may be terminated by the Board without cause at any time. No advance notice is required.

If the Employment Agreement is terminated prior to the date the Agreement would expire, either by the Board or by mutual agreement of the parties, the Educational Administrator, Classified Administrator or Classified Confidential shall be paid a sum not to exceed all salary due through the end of the term of the Agreement, or not to exceed salary due for eighteen (18) months, whichever is less; except that an Educational Administrator, Classified Administrator or Classified Confidential who is entitled to assume and assumes another available District position shall be paid the difference, if any, between the salary due under the Agreement and the salary for the assumed position.

### **3. Termination for Cause**

The Employment Agreement may be terminated for cause at any time in accordance with applicable law.

For any Educational Administrator, Classified Administrator or Classified Confidential without faculty tenure, the Board will serve written notice to the Administrator of the grounds for termination at least thirty (30) days prior to the effective date of the termination. The Administrator may appear before the Board prior to the effective date of termination to respond to the notice. However, the Board's decision shall be binding and final.

For an Educational Administrator with faculty tenure, applicable law relating to termination of tenured Educational Administrators will be followed.

4. **Termination due to Reduction or Expiration of Special Funding**

The Agreement of an Administrator in a classified, specially-funded position may be terminated due to the reduction or expiration of special funding. Notice to the Administrator of termination shall be provided at least forty-five (45) days prior to the effective date of the termination. If the Administrator is terminated due to the reduction or expiration of special funding during the term of the Agreement, he/she is not entitled to, and shall not receive, salary due on the remainder of the contract term.

\*Please see Section N. Reduction in Force as reappointment rights may apply.

Revisions following subcommittee meetings of:  
November 6, 2008, November 13, and December 3, 2008

Revisions following LTAC meetings of:  
January 21, February 18, 2009, final April 20, 2009