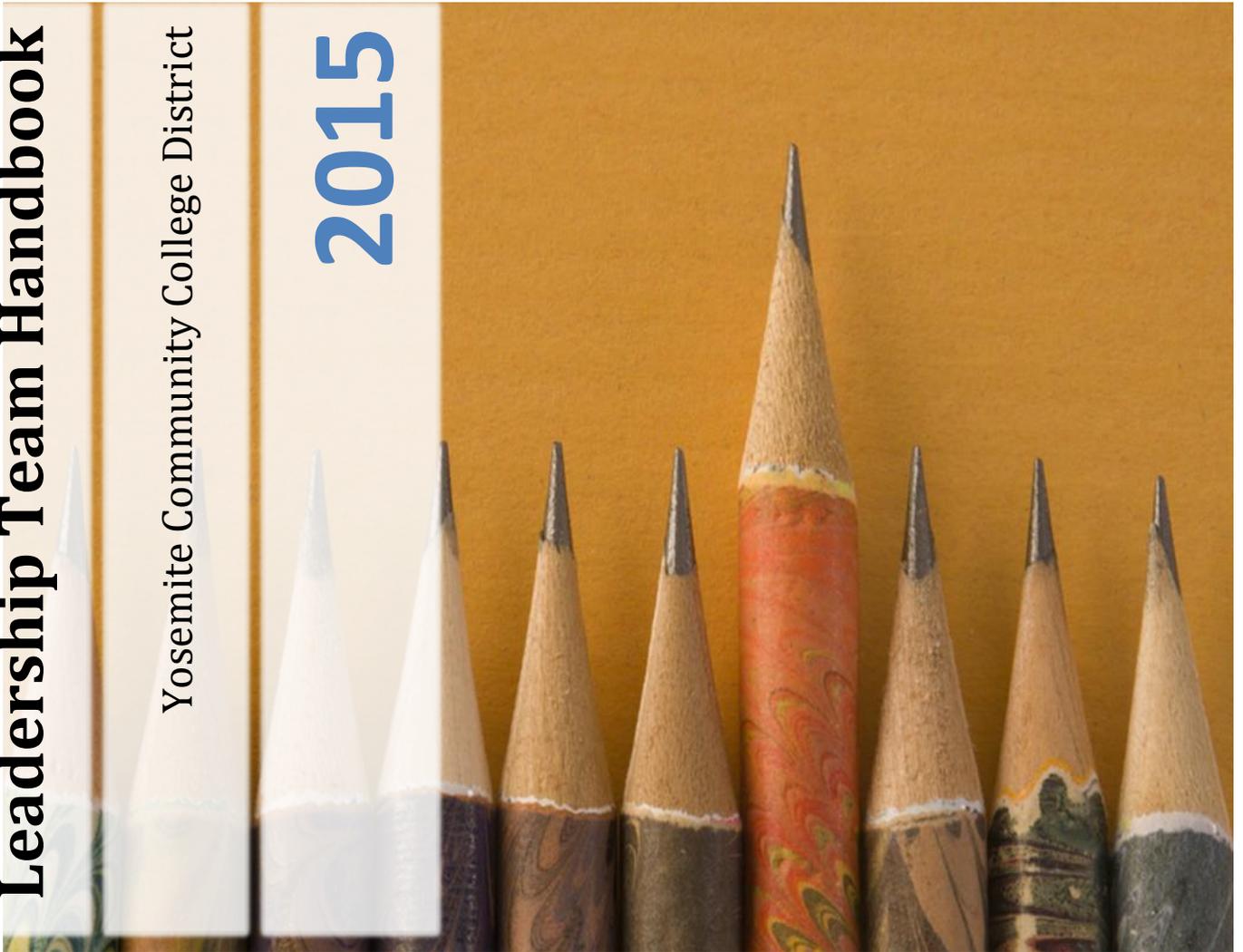


Leadership Team Handbook

Yosemite Community College District

2015



The Leadership Team is comprised of educational administrators, classified administrators, and classified confidentials of the Yosemite Community College District, which includes Modesto Junior College, Columbia College, and Central Services. This Handbook is a compilation of District Board Policies, Education and Government Codes, and Memorandums of Understanding pertaining to the Leadership Team.



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Revised December 2015

PREFACE

The Leadership Team 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 as well as California codes related to community college administrator employment. Although an attempt has been made not to differentiate between classified, confidential, and academic employees, it was necessary in some areas to note the differences because of applicable Education Code sections.

There are many references in this Handbook to YCCD Board Policies and Procedures. It is advised to review these references online at www.yosemite.edu/trustees/BoardPolicy.htm.

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.

The Leadership Team Handbook is to be reviewed annually by LTAC in conjunction with YCCD Human Resources. Any changes to employment practices concerning the Leadership Team will be addressed through the Meet-and-Confer process and memorialized in the handbook.

Compiled by the Leadership Team Advisory Council (LTAC) as a reference manual for the YCCD Leadership Team.

Last Revised: December 2015

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A. DEFINITION OF ADMINISTRATORS [[Education Code 87002](#)]

1. "Administrator" means any person employed by the governing board of a community college district in a supervisory or management position as defined in Article 5 of Chapter 10.7 of Division 4 of Title 1 of the Government Code.
2. "Educational administrator" means an administrator who is employed in an academic position designated by the governing board of the district as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or district. Educational administrators include, but are not limited to, chancellors, presidents, and other supervisory or management employees designated by the governing board as educational administrators.
3. "Classified administrator" means an administrator who is not employed as an educational administrator.
4. "Confidential employee" means any employee who is required to develop or present management positions with respect to meeting and conferring or whose duties normally require access to confidential information which contributes significantly to the development of those management positions. [Government Code [§3540.1\(c\)](#)] [[Board Policy 7240](#)]
5. See Appendix C for a complete list of Leadership Team members.

B. MISSION STATEMENTS AND BOARD POLICIES AND PROCEDURES

1. Mission Statements

The Leadership Team supports the District and Colleges Mission Statements.

[YCCD Mission Statement \(Policy 1200\)](#)

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

[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 embrace diversity.

[MJC Mission Statement](#)

MJC is committed to transforming lives through programs and services informed by the latest scholarship of teaching and learning. We provide a dynamic, innovative educational environment for the ever-changing populations and workforce needs of our regional community. We facilitate lifelong learning through the development of intellect, creativity, character, and abilities that shape students into thoughtful, culturally aware, engaged citizens.

2. The Leadership Team ([Policy 7-8044](#))

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.

3. Human Resources Board Policies

The following Board Policies are hyperlinks to the current employment policies. Click on a hyperlink to read the policy.

Policy #	Title
7100	Commitment to Diversity
7120	Recruitment and Hiring
7126	Background Check- Employees
7140	Collective Bargaining
7210	Academic Staff
7230	Classified Staff
7232	Classification Review
7240	Confidential Employees
7310	Nepotism
7330	Communicable Disease
7335	Health Examinations
7337	Fingerprinting
7350	Resignations
7365	Discipline and Dismissal- Classified Employees
7370	Political Activity
7400	Staff Travel
7700	Whistleblower Protection
7-8006	Citizen Complaints Concerning Employees
7-8036	Tax Sheltered Annuity
7-8037	Duties of Employees
7-8038	Release of Confidential Information
7-8039	Complaints Concerning Employees
7-8041	Gifts-Gratuities to Public Employees
7-8042	Prohibited Interests and Incompatible Activities
7-8043	Legal Authorization for Employment
7-8044	Leadership Team
7-8045	Employee Evaluation
7-8046	Staff Course Fee Reimbursement
7-8047	Staffing Academic Positions
7-8048	Written Acceptance of Contract
7-8049	Academic Senates

- 7-8050 [Professional Improvement](#)
- 7-8051 [Post-Retirement Employee Options](#)
- 7-8052 [Dismissal](#)
- 7-8053 [Position Classification Plan](#)
- 7-8055 [In-Service Training](#)
- 7-8056 [Educational Work Assignment Adjustment](#)
- 7-8057 [Civility](#)
- 7-8058 [Non-Discrimination \(Equal Opportunity\)](#)

4. Nondiscrimination ([Policy 3410](#))

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 or gender, 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.

Department of Fair Employment and Housing (DFEH) protected categories list includes:

Race	Sexual orientation
Color	Marital status
Religion	National origin (including language use restrictions)
Disability (physical, mental or perceived)	Ancestry
Medical condition (cancer or genetic characteristics)	Age (40 and above)

5. Sexual Harassment ([Policy 3430](#))

This new policy is comprised of two former YCCD policies, 5520 and 4018, and is currently under revision.

The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful harassment, including that which is based on any of the following statuses: race, color, religion, ancestry, national origin, disability, sex (i.e., gender), sexual orientation, or the perception that a person has one or more of the foregoing characteristics.

Harassment based on any of the following statuses is prohibited and will not be tolerated: race, color, religion, ancestry, national origin, disability, gender, or sexual orientation, or the perception that a person has one or more of the foregoing characteristics.

Reference [Section K “Employee Complaint/Complaints Concerning Employees.”](#)

C. LEADERSHIP TEAM ADVISORY COUNCIL (LTAC)

The Leadership Team (hereinafter “Team”) is represented by an elected seven (7) member Leadership Team Advisory Council (hereinafter “LTAC”).

1. Mission Statement

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

- To represent its members and present their concerns to the Chancellor/ President and/or the Board of Trustees regarding the Yosemite Community College District, hereafter known as the YCCD.
- To actively participate in the decision making process of the YCCD in determining institutional priorities, positions, policies, regulations and procedures.
- To promote an atmosphere of respect, integrity, mutual trust, and openness among students, faculty, and classified staff, Board of Trustees, administration, and other interested persons concerning the welfare and growth of the YCCD.
- To provide a forum that encourages the free exchange of ideas regarding the total operation of an institution of higher learning, without fear of reprisal or retribution against any individual member.
- To promote and support equal employment opportunities in all aspects of the YCCD.

2. Leadership Team Advisory Council (LTAC) Membership

LTAC members are nominated and elected by the Leadership Team. 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.

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 Council). There is a two term limit. Members may run again after sitting out one term.

- CC/Classified Administrators
- CC/Educational Administrators
- MJC/Classified Administrators
- MJC/Educational Administrators
- CS/Classified Administrators
- CS/Classified Administrators
- CC/MJC/CS Confidentials

The Team is represented on the District Council by the LTAC President. Team 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. Objectives

In consultation with the Team, the specific objectives of 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.
- f. 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 Districtwide committees when requested.
- g. In developing and/or supporting policy and procedures:
 - LTAC conducts open meetings with the Leadership Team annually or as needed.
- h. 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.

LTAC is not a bargaining unit or union and cannot represent its constituency in matters relating to disciplinary action, but the LTAC can advise on due process.

4. Officers' Duties

- a. LTAC President is the officer assigned the responsibility as head of LTAC and lead spokesperson for the Leadership Team. The president is appointed by LTAC for a one-year term, effective January through December. Duties include but are not limited to the following:
 - Sit on District Council and communicating discussions with the Leadership Team.
 - Attend monthly meetings with the Chancellor and Vice Chancellor of Human Resources to discuss matters of importance to the Leadership Team and to maintain open communications.
 - Lead and facilitate Leadership Team Trainings and Open Meetings.
 - Provide the LTAC report to the Board of Trustees at their regular monthly meetings.
 - Second signatory on LTAC bank account.

- b. LTAC Treasurer is the officer assigned the primary responsibility of overseeing the management and reporting of the LTAC finances. The treasurer is appointed by LTAC for a one-year term, effective January through December. Duties include but are not limited to the following:
 - Bank account maintenance and financial transaction oversight - Signing checks, monitor online banking and accuracy of statements, knowledge about who has access to the funds, and any outstanding bills or debts owed, as well as developing systems for keeping cash flow manageable.
 - Reports - Preparing monthly Treasurer's Reports to be shared at the LTAC meetings and totals published in the meeting highlights. Prepare a Year End Treasurer's Report that is sent via email at the beginning of the year when dues are requested.
 - Dues - Organize collection of dues each January: Request for dues, collect payment, deposits payment and monitor list of current managers after payment has been received.
 - Good Will Acknowledgements - Oversee the implementation of Good Will Acknowledgements guidelines for LTAC: Send twice a year reminder to members to tell an LTAC person when someone needs an acknowledgement, purchase and send cards and coordinate and pay Memorial Donations. Include a summary of the GWA in the monthly and end of the year treasurer's reports.

- c. LTAC Recorder is the officer assigned the primary responsibility of writing and distributing the monthly meeting notes. The recorder is appointed by LTAC for a one-year term, effective January through December. Duties include but are not limited to the following:
 - Take notes during LTAC meetings and transcribe them into the LTAC Highlights.
 - Distribute the LTAC Highlights to the Leadership Team after each meeting.

- Prepare agendas for meetings with the help of the President.
- Maintain files pertaining to LTAC (most of which are on a flash drive).
- Schedule meeting rooms for LTAC meetings.
- Prepare and track Leadership Team surveys, votes, etc., as directed (usually using SurveyMonkey.com). (This duty can be shared with other LTAC members.)
- Third signatory on bank account, if needed.

5. Team Dues

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

- a. Scholarship Fund established at both colleges in the amount of \$500 per college.
- b. Hospitality at Team functions
- c. Purchasing Team retirement plaques.
- d. Good Will Acknowledgements according to the following guidelines:
 - Cards will be sent anytime an LTAC member is notified that a Leadership Team member has experienced one of the following:
 - Death in the family
 - Illness, surgery, or hospitalization
 - Birth
 - Wedding
 - Professional or educational achievement
 - Any other situation deemed worthy by the requestor
 - LTAC Treasurer is responsible for sending out cards, but cards can be sent by any LTAC member and signed on behalf of LTAC. Reimbursement will be provided. A receipt is required.
 - Memorial donations will be made when a Leadership Team member dies or experiences the death of a parent, child, or spouse.
 - LTAC will donate \$50 to the charity specified by the family.
 - If no charity is specified, the memorial donation will be sent to the Scholarship Office at the college site where the Team member works. If the Team member works at Central Services, the memorial donation will be split between the two college Scholarship Offices. The LTAC Treasurer will work with the respective Scholarship staff to identify an appropriate fund for the memorial donation in order to personalize the donation.
 - The Scholarship Office will send a letter to the employee recognizing the donation in honor of their family member, and a sympathy card will be sent to the Team member from LTAC.
 - Once a year notification will be sent to the Leadership Team to remind them to notify an LTAC member, so cards and memorial donations can be sent.

- A summary list of Good Will Acknowledgments will be included in the LTAC Highlights.
- At the end of the calendar year, the Annual Treasurer's Report, along with a summary of Good Will Acknowledgements for the year, will be sent to the Leadership Team.

D. STATEMENT OF ETHICS

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

The YCCD Leadership Team fully supports the Association of California Community College Administrators (ACCCA) Statement of Ethics provided in [Appendix A](#).

E. RECRUITMENT AND HIRING

Recruitment, screening and selection of management staff for new openings shall be conducted in accordance with District Board Policy on Diversity ([Board Policy 7100](#)). 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 of Human Resources, or designee, prior to the start of the screening process. Committee composition may be modified accordingly.

Reference Board [Policy 7120](#) / [Policy 3420](#) (Recruitment and Hiring) and Procedure.

F. RIGHTS & RESPONSIBILITIES

1. 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. The workday for management personnel shall include all service provided within a 24-hour period.

The expectation is a minimum of a 40-hour work week. However, 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.

2. 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.

3. Citizenship Rights

Leadership Team 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. [[Board Policy 7370](#), Political Activity]

4. Personnel Files

A Leadership Team member shall be permitted to view, upon request and reasonable notice, his/her personnel file in the District's Human Resources Office. This review shall not normally be permitted during the member's duty hours, exception being Item "b" below.

- a. Information of a derogatory nature shall not be entered or filed in the Leadership Team member's personnel file until s/he is given written notice. Following notice, the Leadership Team member shall have ten (10) working days to review and attach his/her comments.
- b. At the request of the leadership team member, this review shall take place during normal business hours without loss of compensation.

- c. Derogatory materials placed in a Leadership Team member's personnel file shall contain the date on which the material was originated and the name of the person who originated the document.
- d. A Leadership Team member may request copies of any District related documents in his/her personnel file without charge; other documents may be copied for a fee.
- e. All personnel files are confidential and shall be available for review only when necessary for the proper administration of the District's affairs.
- f. Personnel files shall be available for review by a LTAC representative when authorized in writing by the Leadership Team member.
- g. The District shall maintain a dated log of the persons who have reviewed a personnel file. The log shall be maintained in the Leadership Team member's personnel file.
- h. The substance of materials contained in any personnel file shall not be subject to the Section K - Employee Complaints/Complaints Concerning Employees contained in this Handbook. However, a violation of the procedures contained in this section may be subject to review under that procedure.

G. COMPENSATION

1. Salary Schedule Placement Procedure

a. External candidates - Being Appointed to a Management Position:

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 with justification and documentation. Such requests shall be made only under exceptional circumstance by the college presidents or vice chancellor for the respective area.

b. Internal candidates - Being Promoted to a Higher Level Management Position:

- Management experience, including interim, in the Yosemite Community College District will be credited on a year-for-year basis without limit; and/or
- 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; or
- Will be placed at that step of the applicable salary range which results in no less than a five percent salary increase, to maximum Step F.

c. Internal Candidates - Bargaining unit members (CSEA and YFA) promoting to a management position:

- Will receive credit for prior non-management experience in the Yosemite Community College District on a ratio of one step for each three years of service with a maximum placement at Step C; and
- 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; or
- Will be placed at that step of the applicable salary range which results in no less than a five percent salary increase, to maximum Step F.

Salary Step Placement Process Bargaining Unit Members (promoting to a management position)	
Years of Service	Step Placement
	A
Minimum 3 Years	B
Minimum 6 Years	C
OR (whichever is higher)	
Step placement which results in no less than 5% salary increase.	

d. Interim Appointments:

Interim appointments shall be placed at Step A of the applicable salary range. If Step A placement results in less than a 5% increase of base pay, salary placement will be determined at the appropriate step of the range which results in no less than 5%.

2. Doctoral Stipend

A doctoral stipend is provided to recognize an earned doctorate. Cost-of-living adjustments (COLA) or other salary increases are also applied to the doctoral stipend. The current doctoral stipend is \$2,261 per year.

3. Anniversary Date

a. 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, then that date is the anniversary date.

b. 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.

c. Reclassification:

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

d. 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, then that date is the anniversary date.

4. Longevity Pay

Management employees, working in permanent status, earn longevity pay after five (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 \$100 per each year of

service to be paid annually. There is no maximum cap on longevity pay.

The longevity payment will be paid in a lump sum around November 30 to all qualified management employees on the payroll as of November 30. 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 longevity pay. The annual longevity pay period is December 1 to November 30.

5. Fringe Benefits

a. The following fringe benefits are provided by the District 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)

b. Retirement:

- Classified Management/Classified Confidentials - PERS and Social Security
- Certificated Management - STRS

c. 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.

6. 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 plus spouse/domestic partner and dependents as outlined below.

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

a. Eligibility requirement for District paid retiree health coverage:

- Effective July 1, 2004, the District will cover the retiree plus spouse/domestic partner and eligible dependents 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 plus spouse/domestic partner and eligible dependents. 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.

- 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"), for those employees hired before July 1, 2013.
- Effective July 1, 2013, the District will continue to provide medical benefits as noted above for employees hired prior to July 1, 2013. For employees hired on or after July 1, 2013, the District shall pay the 2013-2014 base premium rate at a cap of \$1,361 a month for the employee plus spouse/domestic partner and eligible dependents until retiree age 65. In order to qualify, the retiree must meet the following criteria:
 - Retire from CalSTRS/CalPERS (whichever applies)
 - Be a minimum of 55 years old
 - Have a minimum of 20 years of service with the District

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 through COBRA. The life insurance can be converted to a private policy; conversion information can be obtained from the Human Resources Benefits Office.

b. 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.

Upon separation from the District, Leadership Team member will be notified of COBRA coverage options.

7. District-paid Health Insurance for Retirees Age 65 to 70

This section pertains to employees hired prior to July 1, 2004. Employees hired on or after July 1, 2004, are covered only to age 65.

- a. Prior to the retiree reaching age 65, it is important to contact the Social Security Administration to coordinate Medicare A and B enrollment. Once approved for Medicare A and B, the District's Benefits Office will need a copy of the Medicare card.
- b. It is to the retiree's advantage to purchase both Medicare A and B - as health coverage premiums are based on the retiree at age 65 having Medicare A and B. If Medicare A and 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.
- c. The District will pay the premium associated with the integration of Medicare and the District's health plan until the retiree reaches age 70 or death, whichever occurs first.
- d. Medicare becomes the primary carrier and the selected District's health plan will be the secondary coverage.
- e. Retirees 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.
- f. 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.
- g. 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.

8. Salary Payments

Management employees are paid monthly, on the last working day of the month, except for December which is paid on the first working day of January.

9. Extra Duty Assignments

- a. If extra duties or responsibilities not included in the management employee's present job description become assigned on a regular and ongoing basis, the supervising manager may submit that employee's new job description to HR for review of possible reclassification.

10. Classification Procedures

- a. The District shall conduct a classification and salary study of Leadership Team positions in accordance with Board policy and procedure. 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 LTAC.

11. Tax Sheltered Annuity/Deferred Compensation

According to [Board Policy 7-8036](#), 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.

12. 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.

- a. 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 or participation, and projected costs.
- b. 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 \$1,500 per fiscal year for all approved PEP activities. In addition, managers may request Professional Education Leave for approved activities in accordance with procedures noted in [Section I.7](#).
- c. 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.

H. Performance Evaluation Procedures (Educational Administrators, Classified Administrators, and Confidentials)

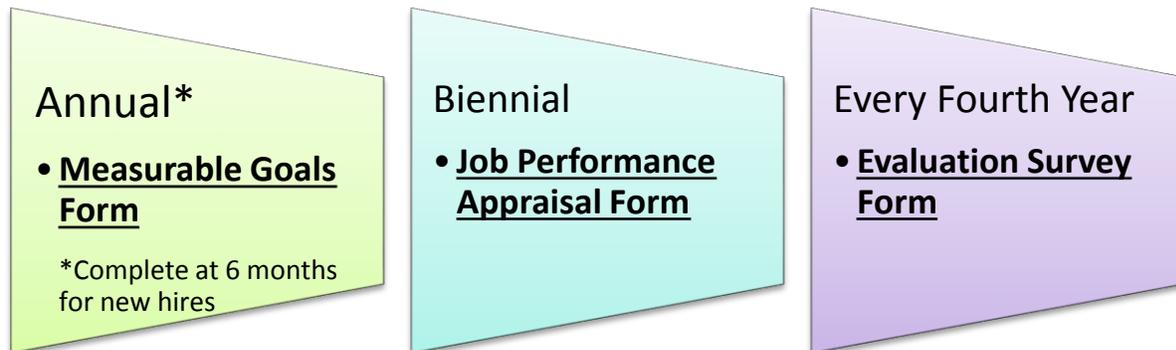
1. Philosophy and Purpose

- 1.1 The evaluation of administrators is designed to recognize excellence in administration, to strengthen performance, to designate areas needing improvement, and to foster the growth and development of administrators in meeting the educational needs of faculty, staff and students engaged in the process of teaching and learning.
- 1.2 The administrator appraisal process is an on-going communications process. The process provides an overall evaluation of an administrator's work performance and an opportunity for the supervisor (evaluator) and administrator (evaluatee) to discuss the administrator's work performance in terms of the District's and Colleges' goals and objectives.

2. Evaluation Tools

- 2.1 Administrators (evaluatees) are evaluated using three tools: Measurable Goals Form, Job Performance Appraisal Form, and Evaluation Survey Form. Effective administrators possess strong communication skills, leadership, teamwork, professional knowledge and expertise, administrative skills, and diversity/cultural proficiency leadership.
 - a. The **Measurable Goals Form** helps the evaluatee (in conjunction with their supervisor) to annually target improved job performance through development of personal and departmental goals.
 - b. The **Job Performance Appraisal Form** is a measuring tool for both the District and the evaluatee. The Job Performance Appraisal Form establishes the criteria against which the employee is assessed and evaluated. Areas of strength and areas where performance improvement may be required or desired are highlighted for the employee.
 - c. The **Evaluation Survey Form** is completed by up to 20 co-workers, students, or community members as determined by the administrator (evaluatee) and immediate supervisor (evaluator).
 - a. For Certificated Administrators, in accordance with article 6.13 in the YFA Contract, the Evaluation Survey Form will be offered to all division faculty.

3. Frequency of Implementation



3.0 *Semiannual Review: During First Year of Employment as an Administrator*
Immediate supervisor (evaluator) and evaluatee will meet twice during evaluatee's first year of contract for the purpose of the following:

- a. Discuss evaluation process.
- b. Review District and College goals.
- c. Develop annual administrator goals and related objectives (Measurable Goals Form).
- d. Review job description and identify current major responsibilities and skill areas.

3.1 *Annual Review: Measurable Goals*

Each year, evaluatees will review their Measurable Goals with their immediate supervisor (evaluator) and complete the following:

- a. Review progress toward goals and adjust as needed.

3.2 *Second Year Review: Add Job Performance Appraisal Form*

Immediate supervisor (evaluator) and evaluatee meet for the purpose of the following:

- a. Formal evaluation using Job Performance Appraisal Form on previous year's performance only.
- b. Review past year's goals and establish new or revised goals for the subsequent year.

3.3 *Third Year Review: Measurable Goals*

Each year, evaluatees will review their Measurable Goals with their immediate supervisor (evaluator) and complete the following:

- b. Review progress toward goals and adjust as needed.

3.4 *Fourth Year Review: Add Evaluation Survey Form*

Immediate supervisor (evaluator) and evaluatee meet for the purpose of the following:

- a. Formal evaluation using Job Performance Appraisal Form on previous year's performance only.
- b. Review past year's goals and establish new or revised goals for the subsequent year.
- c. Conduct Evaluation Survey with peers using Evaluation Survey Form.

4. Instructions for Evaluation Tools

4.1 **Measurable Goals Form**- see form.

4.2 **Job Performance Appraisal Form**- Use the following rubric to complete this form.

- a. **Exceeds Expectations** - Evaluatee exhibits a high level of performance, often going above and beyond base duties. Leader is proactive and displays vision in these areas.
- b. **Meets Expectations** - Evaluatee successfully performs the duties in these areas as required by their job description.
- c. **Below Expectations*** - Evaluatee is not meeting job performance expectations and needs to improve in these areas.
- d. **No Basis for Judgment** - Evaluator has no knowledge of this aspect of evaluatee's duties or the question is not applicable.

** When Below Expectations is marked on the Job Performance Appraisal Form, specific written comments are mandatory. Furthermore, measurable goals and targets for improving the administrator's performance should be attainable and mutually agreed upon.*

4.3 **Evaluation Survey Form**- The Evaluation Survey is a tool for the immediate supervisor's appraisal of the administrator's performance to be used in conjunction with the Job Performance Appraisal. Survey results will be shared with the evaluatee. The Evaluation Survey Form will be sent out using Survey Monkey, assuring anonymity.

- a. **Selection of Stakeholders:** The immediate supervisor (evaluator) and evaluatee will prepare a list of up to 20 individuals (stakeholders) to participate in the evaluation survey. The stakeholders identified should include persons within the evaluatee's sphere of influence and/or persons who are knowledgeable of the evaluatee's work, including any full-time faculty and/or part-time faculty in a particular division or department, staff, peers, students, and, where appropriate, community members.
- b. All efforts should be made to ensure the diversity among stakeholders reviewing are both representative of the diversity of California and sensitive to equal employment opportunity and diversity concerns.
- c. **Evaluation Survey Timeline:** Each stakeholder will be asked to complete the online Evaluation Survey Form. Stakeholders will be allowed two weeks to respond. Surveys will only be sent out once, regardless of responses received.

Note: Negative unsupported comments not pertinent to the job duties of the administrator (evaluatee) will not be placed in an employee's official Personnel File.

5. Recourse for Unsatisfactory Review or Negative Comments

- 5.1 Administrators, who receive an unsatisfactory evaluation or negative comments during the evaluation process, may provide a written response within 10 days to be attached to the evaluation prior to it being placed in the administrator's personnel folder.
- 5.2 An unsatisfactory evaluation will require completion of an Improvement Plan. If the Improvement Plan results in a Satisfactory rating, then no disciplinary action will be implemented.

I. ABSENCE

1. Absence Report

- a. Team members will complete a Certificate of Absence form for any type of leave (vacation, sick leave, bereavement, etc.) and obtain necessary supervisory approval.
- b. Employees working less than a 12-month assignment receive prorated vacation and sick leave accrual.

2. Bereavement Leave

- a. Team members shall be granted a leave, up to five (5) days with pay in the event of death of a member of the immediate family. Bereavement Leave may be taken nonconsecutively. Under special circumstances, additional days may be authorized by the Chancellor or designee.
- b. "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, cousin, or any relative/person living in the immediate household of the Team member.
- c. Team members may be permitted up to four (4) hours paid leave to attend the funeral services of a YCCD employee or retiree. Funeral service leave will be reported on the District's absence form.

3. Community Service Leave

When a Team member employee holds a responsible position in a community group or organization, and is elected or invited 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

- a. Team members will receive three (3) paid leave days for Winter Break Closure. District may grant a fourth (4th) day of paid leave dependent upon the calendar and mutual agreement.
- b. Team members receive 14 holidays per year. The following holidays are included by law: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Years' Day, Martin Luther King Day, Lincoln Day, Washington Day, and Memorial Day. Four additional local holidays will also be granted, including Friday before Thanksgiving Day, Christmas Eve, New Year's Eve in lieu of Admissions Day, and a "floating holiday" granted in lieu of the traditional Spring Day holiday.

- c. Floating Holiday: Eligible Team members receive a “floating holiday,” equal to eight (8) hours paid leave, for use during the period July 1 through June 30. 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 will not be carried over beyond June 30.
- d. New employees in their first year of employment, are eligible for the Floating Holiday if hired before April 1.

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. Jury Duty: A Team member officially ordered to jury duty will be granted a leave of absence at full salary. Any juror’s fees received by the Team member will be remitted to the District. Reimbursement for travel and other allowances as a juror are retained by the employee.
- b. Court Subpoenas: A Team member subpoenaed to appear in court on behalf of the District will do so as part of their regular work schedule without loss of pay or utilizing their leave.
- c. Court Appearance: A Team member required to appear in court on personal business may do so by utilizing their Personal Business Leave. See Section 11 on Personal Business Leave.

7. Professional Education Leave

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

- a. 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.

b. Activities: Program participation shall normally be limited to the following activities:

- 1) 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.
- 2) 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.

c. 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.

d. Other Conditions: Other terms and conditions of participation include:

- 1) The forty (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.
- 2) Paid professional education leave shall not exceed a total of 40 days within three consecutive academic years.
- 3) 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 \$1,500 per fiscal year for all approved PEP activities. Receipts are required.
- 4) 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. Military Leave

A Team member shall be granted military leave as required by the [Uniformed Services Employment & Reemployment Rights Act \(USERRA\) of 1994](#), California [Education Code §87700](#) and the Military and Veterans Code [§395](#) et. seq. and

compensated in accordance with the Education Code and Military and Veterans Code.

9. Personal Leave of Absence

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 normally will be without compensation and shall generally be for a period not to exceed one academic year.

10. Personal Necessity Leave [[Education Code §88207](#)]

Accumulated sick leave may be used by a Team member in cases of personal necessity. No such accumulated leave in excess of seven (7) days 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.

11. 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.

12. Sick Leave

Team members shall earn one day of sick leave for each month of employment, up to a maximum of twelve (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 [[Education Code §88202](#); [§87779](#)]. The District reserves the right to require medical verification for any absence charged to sick leave.

13. 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. If Catastrophic Leave is used, then see Section 15. For more details, contact HR Benefits.

14. 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. Once a Team member has been continuously absent from their job for one year, the Team member will be placed on a 39-month medical rehire list. For more details, contact HR Benefits.

15. Catastrophic Leave

a. Donation Plan

- 1) Beginning November 1, 2011, members of the Yosemite Faculty Association and/or the YCCD Leadership Team may donate sick leave to individuals in either unit who, due to a serious health condition, have exhausted all accumulated sick leave.
- 2) Donors may not donate more than three days of sick leave in any academic year. A donor shall retain a minimum of forty (40) days of accumulated sick leave after his/her donation. No employee may receive more than thirty (30) days of donated sick leave during a 12-month period.

b. Process for Requesting a Donation

- 1) A written request, specifying the nature of the condition and estimated number of days needed, shall be sent to the Vice Chancellor of Human Resources who will verify the number of accumulated sick leave days remaining and the certification for eligibility and call a meeting of the Sick Leave Donation Committee. The committee will include one member from the Yosemite Faculty Association, one member from the YCCD Leadership Team, and the Vice Chancellor of Human Resources or designee.
- 2) After the Committee has reviewed and approved the request, solicitation of donations may be made through the Vice Chancellor's office by the individual or his/her representative on his/her behalf. The solicitation period shall be limited to one month.

c. Process for Making Donations

- 1) Donations of sick leave shall be authorized by a signed pledge form obtained from the Human Resources Office.
- 2) Donated leave must be in one-day increments (no less than eight (8) hours).
- 3) In the event several employees sign and submit pledge forms, the sick leave shall be allocated to the recipient employee in the order the signed pledge forms are received by the Human Resources Office.
- 4) Normally, donations are made before the recipient team member begins extended sick leave. However, donations may be made while the recipient team member is already on extended sick leave.
- 5) The Human Resources Office shall keep the identities of those donating sick leave confidential.

d. Use of Donations

- 1) The donated sick leave may be used only when the recipient team member has exhausted accumulated sick leave and either is not eligible for long-term disability or is eligible but has not begun to receive the long-term coverage.
- 2) One day of donated leave shall be used as compensation to increase one day of extended sick leave to one day of regular (full pay) sick leave for the recipient team member.
- 3) Donated sick leave shall not extend the total number of days of the recipient team member's combined sick and extended sick leave. Donated sick leave shall increase the number of days of regular sick leave at full pay and reduce the number of days of extended leave.
- 4) Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient team member. In the event that the state or federal government rules that a tax liability is due other than as taxed, the recipient shall be solely liable for such tax liabilities.
- 5) In no instance shall team members sell and/or exchange sick leave for monetary or other considerations.
- 6) If the recipient team member does not use all donated sick leave, the sick leave shall be returned to the donor.

For more details, contact HR Benefits.

16. Vacation

- a. Except as provided in 16.c., twelve (12) month Team members earn 21 (eight-hour) days of 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.
- b. Vacation is to be taken at the convenience of the District.
- c. After 15, 20, and 25 years of service with the District, Team members shall earn one additional vacation day per academic year:
 - At 15 years-22 days (14.67 hours per month);
 - At 20 years-23 days (15.33 hours per month);
 - At 25 years-24 days (16 hours per month).
- d. Except as approved by the Chancellor or his/her designee, a Team member may accrue a maximum of 42 days (336 hours) vacation.
- e. Team members who have a vacation leave balance in excess of 42 days (336 hours), shall be considered to have excess vacation leave. Effective January 2014, Team members who still have excess vacation leave will cease to accrue vacation until such time the balance is reduced below the maximum allowed

accrual.

17. 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 (Pregnancy Disability Leave (PDL)).

In California, a pregnant employee is entitled to Pregnancy Disability Leave (PDL) of up to four months. An eligible California Family Rights Act (CFRA) employee can then take 12 weeks of CFRA baby bonding leave. The first 12 weeks of PDL can run concurrently with Family Medical Leave Act (FMLA) leave for eligible employees, and for that period, the employer must maintain health benefits.

The basic minimum leave duration is two weeks for CFRA-only baby bonding leave. However, a request for leave of less than two weeks duration on two separate occasions will be granted. If both a husband and wife work for the District, both married employees have 12 weeks of CFRA leave each in the event of a birth, adoption, or foster care placement.

18. Family and Medical Leave

State and federal law permit eligible employees to request an unpaid leave:

- upon the birth or adoption of the son or daughter of the employee or upon placement with the employee for foster care (baby bonding time); or
- when the employee's spouse, domestic partner, 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 (12) work weeks of unpaid leave during any twelve (12) month period. For more information contact the Human Resources Operations office.

a. Family Medical Leave Act (FMLA) - Eligibility

You may be eligible for an unpaid family care and medical leave under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), if you have more than 12-months of service with the District and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave.

If possible, you should 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 Operations.

J. REASSIGNMENT/TRANSFER

1. Reassignment of Educational Administrators to Faculty Ranks

a. Educational Administrators: Please also consult the current YFA contract.

- 1) 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 [Education Code §87458](#) and these procedures shall have status as first year, probationary faculty upon reassignment to the faculty.

Note: Effective August 6, 2001, [Education 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.

- 2) In the event of a reassignment of an educational administrator to the faculty ranks, please refer to the YFA contract.

2. Temporary Administrative Reassignment/Interim Appointments

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.

Administrators may apply for a position in an interim capacity.

The administrator will return to their original assignment at the conclusion of the temporary administrative reassignment or interim appointment.

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 by the immediate supervisor after the first year.

3. 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. Team members may transfer into an equal or lower position with the approval of the immediate supervisor and the Chancellor. For more details, contact HR Operations.

K. EMPLOYEE COMPLAINTS/COMPLAINTS CONCERNING EMPLOYEES

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.

[\(Policy 7-8039\)](#)

[Board Procedure 7-8039](#) should be followed in the case of a formal complaint concerning employees of the District. In addition to [District Policy and Procedure 7-8039](#), the following alternative informal process is available to Team members:

A Team member desiring to use a less structured complaint 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 complainant 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 complaint.

Complaint File

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

L. EMPLOYMENT CONTRACTS (EMPLOYMENT AGREEMENTS)

Educational and Classified Administrators shall be employed exclusively by contract (Management Employment Agreement (“Agreement”)) and shall not earn permanency in their administrative assignment. [[Education Code §72411](#)]

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

M. CLASSIFIED CONFIDENTIAL EMPLOYEES - PROBATIONARY PERIOD

A Classified Confidential employee shall serve a one-year probationary period. A Classified Confidential employee may be terminated during his/her one-year probationary period without cause. The employee does not serve a new probationary period for a lateral transfer.

N. NONRENEWAL OF EMPLOYMENT CONTRACT

The Employment Agreement expires at the end of the term specified in the Agreement. Any notice to an Educational or Classified Administrator 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. [[Education Code §72411](#)]

O. CLASSIFIED CONFIDENTIAL EMPLOYEES - DUE PROCESS AND DISCIPLINE

The District shall maintain the right to discipline non-probationary Classified Confidential employees using formal discipline that includes but is not limited to: written reprimand, suspension without pay, demotion and/or termination. The District shall initiate formal discipline for cause. "Cause" is defined as acts, omissions or behaviors which are detrimental to the operation of the District and/or its major instructional, student and/or administrative areas or which impair the District's mission, purpose and objectives.

Formal disciplinary actions may be based on, but not limited to, the following causes:

- Misconduct/unprofessional conduct
- Failure to follow District policies or procedures
- Insubordination
- Unsatisfactory work performance

The basis for formal discipline shall not be based on information that is more than two years old.

A Classified Confidential employee shall receive written notice of disciplinary action or proposed disciplinary action. The written notice of disciplinary action (written reprimand or suspension of five days or less) or proposed disciplinary action (suspension of six or more days, demotion or termination) shall include:

- cause(s) for disciplinary action,
- acts and/or omissions and/or behaviors that constitute the cause(s), and
- an effective date of the action.

Documentation upon which the disciplinary action is based shall be attached to the written notice.

Written notice of proposed disciplinary action shall also inform the Classified Confidential employee of his/her right to respond orally or in writing to the proposed discipline within five (5) working days of the written notice at a meeting with the Vice Chancellor, Human Resources/designee. The Vice Chancellor, Human Resources/designee shall consider any response submitted by the Classified Confidential employee and he/she shall notify the Classified Confidential employee in writing within fifteen (15) calendar days of his/her final decision regarding the proposed disciplinary action. The Vice Chancellor, Human Resources/designee's final decision shall affirm or reduce the proposed disciplinary action.

If the final disciplinary action results in a suspension of six or more days, demotion or termination, the written notice of the final disciplinary action shall also inform the Classified Confidential employee he/she is entitled to an evidentiary hearing before the Board of Trustees (Board) or a hearing officer designated by the Board. Within ten (10) workdays from the date of the final disciplinary action, the Classified Confidential employee must submit a written request to the Vice Chancellor, Human Resources appealing the final disciplinary action to a hearing.

In the absence of a Classified Confidential employee's timely appeal for hearing regarding the final disciplinary action, the Board may act upon the final disciplinary action after the time period for an appeal hearing has expired.

If the Classified Confidential employee requests an appeal hearing, a hearing shall be scheduled within forty-five (45) calendar days of the request. The Classified Confidential employee has the right to appear in person, with counsel, or other representation at the appeal hearing. During the appeal hearing, the District shall bear the burden of proof in support of the final disciplinary action. Hearings are closed to the public unless otherwise requested by the Classified Confidential employee. Hearings may be recorded at the request of either party with the expense for the recording being borne by both parties. If the Board appoints a hearing officer, a non-binding advisory opinion or recommendation containing findings and conclusions shall be presented in writing to the Board within forty-five (45) days after the conclusion of the hearing. The Board may accept and adopt the findings and conclusions of the hearing officer or may review the entire hearing record or provide for an additional testimony. At the conclusion of the appeal hearing or upon submission of a non-binding opinion or recommendation from a hearing officer, the Board may affirm, reverse or modify the final disciplinary action imposed by the Vice Chancellor, Human Resources/designee. The findings and decision of the Board shall be final and conclusive on all parties.

P. RESIGNATION

1. 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.
2. 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.

[\(Policy 7350\)](#)

Q. REDUCTION IN FORCE

Team members 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. [\[Education Code §§87743-87746\]](#)

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 shall assume a faculty position in a faculty service in which the standards developed by the District and Academic 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 and meets the requirements of [Education Code §87458](#).

If no position is available, an Educational Administrator should refer to the YFA Contract for retreat rights.

2. Classified Administrators and Classified Confidentials

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

- a. Classified Administrators and 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 in order of seniority in a multiple incumbent administrative job classification, or if two or more administrators have equal seniority, the determination of who should be laid off 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;

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 Human Resources Benefits Office for more information.

R. TERMINATION

1. For information regarding termination, please refer to the following:

- a. Educational Administrators: Please refer to “Section 7 - Termination” of the employment agreement*.
- b. Classified Administrators: Please refer to “Section 8 - Expiration of Term and Termination” of the employment agreement*.
- c. Classified Confidential Employees: Please refer to “Section O - Due Process and Discipline” of the Leadership Team Handbook.

**Sample employment agreements provided in Appendix D of this handbook.*

2. Reversion Rights:

Within six (6) months of a promotion from another classified or management position, the confidential/leadership team member shall have the right to return to his/her previous assignment prior to promotion and displacement privileges (bumping) shall apply.

S. MANAGEMENT POST-RETIREMENT EMPLOYMENT OPTIONS

1. Post-retirement Employment Agreement

After completing ten (10) years of full-time satisfactory service in the Yosemite Community College District and attaining the age 55 of an Educational (STRS) Team member or age 50 for a Classified (PERS) Team member, a Team member would become eligible to request a post-retirement employment agreement, subject to the following conditions, eligibility requirements, and approval of the Board of Trustees.

It should be noted that Senate Bill 1021, which became effective July 27, 2012, and the Public Employees' Pension reform Act of 2013 (PEPRA), which became effective January 1, 2013, made extensive reforms to [CalPERS](#) and [CalSTRS](#) pensions relating to post-retirement employment. Team members are advised to contact their applicable pension program for information on the impact of post-retirement employment agreements on their pension.

- a. The Team member must have retired from regular employment with the District.
- b. As a condition of initial employment, the retiree may be asked to 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. [[Education Code §87408.5](#)]
- 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.

APPENDIX A: ACCCA Statement of Ethics

ACCCA Statement of Ethics

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 shared 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 statutes.
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: December 19, 2011*

APPENDIX B: Management Evaluation Form

**YOSEMITE COMMUNITY COLLEGE DISTRICT, LEADERSHIP TEAM
MEASURABLE GOALS FORM (ANNUAL)**

Evaluatee Name/Title: _____

Evaluator Name/Title: _____

Goals for the Period of: _____

In collaboration with his/her supervisor, the Leadership Team member will identify one to three goals annually. (Examples may include but are not limited to: professional/personal development, departmental improvements, and new projects.)

Goal 1

Goal:

Method of Measurement/ Outcome:

Goal Achieved Goal Still in Progress Goal Not Met

Goal 2

Goal:

Method of Measurement/ Outcome:

Goal Achieved Goal Still in Progress Goal Not Met

Goal 3

Goal:

Method of Measurement/ Outcome:

Goal Achieved Goal Still in Progress Goal Not Met

**YOSEMITE COMMUNITY COLLEGE DISTRICT, LEADERSHIP TEAM
JOB PERFORMANCE APPRAISAL FORM (BIENNIAL)**

Date: _____ Name of Evaluatee: _____

Name of Evaluator: _____

Please review the Leadership Team Handbook, **Section H**, for detailed instructions. Specific improvement comments are mandatory when **Below Expectations** is checked.

	Exceeds Expectations	Meets Expectations	Below Expectations	No Basis for Judgment
1. Accountability Accepts responsibility for the consequences of his/her actions, including honesty, integrity, and support of institutional decisions. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Attendance Maintains an acceptable attendance record: arrives to work on time; maintains regular work hours; complies with absence procedures; makes request for vacation and other leaves of absence, and reports such leaves in a timely and prescribed manner. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Attitude Consistently accepts job-related work assignments and accepts constructive counsel in a positive manner; displays good work ethic and positive demeanor. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Communication Speaks and writes clearly in a manner that is easily understood by others; possesses good language skills, listens to others, and is accessible. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Customer Service Strives to provide excellent service to internal and external customers. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Flexibility Considers, accepts, and implements new ways of doing work tasks: adaptability and openness to new ideas, such as technologies, policies, procedures, and changes in workload. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		Exceeds Expectations	Meets Expectations	Below Expectations	No Basis for Judgment
7. Initiative	Self-starter in performing the job's responsibilities and functions; requires limited supervision and seeks opportunities to further support the mission of the organization. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Judgment	Makes reasonable and logical analyses before taking appropriate action, uses common sense in decision-making and working with people, respects confidentiality, and uses appropriate self-restraint when warranted. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Knowledge	Demonstrates appropriate knowledge to effectively perform the job duties; understands the applicable job rules, procedures, and policies. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Leadership	Effectively leads and trains personnel working in the supervised area; models appropriate behavior. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Planning/Organizing	Effectively plans and organizes work assignments. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Problem Solving	Effectively recognizes and resolves work-related problems; attempts to resolve conflicts professionally. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Resource Management	Effectively manages financial resources (material and human) in a way that is consistent with College/District goals, objectives, and priorities. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Exceeds Expectations	Meets Expectations	Below Expectations	No Basis for Judgment
14. Safety Awareness <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Practices, educates, and enforces safety/health policies and procedures. Comments:				
15. Inter-Personal Skills <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Motivates and works effectively with co-workers. (For example, uses courtesy, tact, honesty, trust, discretion.) Comments:				
16. Supervision <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Effectively provides guidance and supervision to assigned personnel. (For example, schedules, assigns, coordinates, supervises, enforces work rules, conducts evaluations of subordinates, and delegates responsibilities as appropriate.) Comments:				
17. Work Quality <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Performs work in an accurate and effective manner. Comments:				
18. Team Work <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Works well within groups, contributes to group goals, is supportive of others' ideas and suggestions, seeks collaborative solutions. Comments:				
19. Productivity <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Performs job tasks and responsibilities that meet accepted workload expectations and deadlines. (For example, establishes priorities and balances workloads.) Comments:				

		Exceeds Expectations	Meets Expectations	Below Expectations	No Basis for Judgment
20.	Professional Development Seeks education and training opportunities that improve job-related skills, knowledge, and abilities. Comments:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Summary of Job Performance:					

This evaluation represents my best judgment of this Leadership Team Member's performance. My signature indicates I have discussed this evaluation with the Leadership Team Member.

Date: _____ Signature of Evaluator: _____

This job performance appraisal form has been discussed with me by my evaluator. I understand that my signature does not necessarily mean that I agree with this evaluation. I know this evaluation will become part of my personnel files and I have the right to respond in writing within 10 days.

Date: _____ Signature of Evaluatee: _____

**YOSEMITE COMMUNITY COLLEGE DISTRICT, LEADERSHIP TEAM
EVALUATION SURVEY FORM (EVERY FOURTH YEAR)**

Survey Participant

Name and Title: _____

You have been selected to participate
in the performance evaluation of : _____

(Evaluatee's Name and Title)

In addition to the checked responses, please feel free to make comments. Attached is the job description for this Evaluatee. *If "Below Expectations" is marked, please elaborate. Negative unsubstantiated comments not related to pertinent job duties will not to be placed into the Leadership Team Member's personnel file.

Job Function

1. Please describe the nature of your interaction with this Leadership Team Member and rate the effectiveness of your interactions.

Exceeds Expectations Meets Expectations Below Expectations*

Comment: _____

Leadership

2. Please rate this Leadership Team Member's effectiveness as a leader.

Exceeds Expectations Meets Expectations Below Expectations*

Comment: _____

Communication

3. Please rate this Leadership Team Member's written and verbal communication skills in matters related to your program's/department needs.

Exceeds Expectations Meets Expectations Below Expectations*

Comment: _____

Relationships

4. Please rate this Leadership Team Member's ability to develop and maintain positive relationships.

Exceeds Expectations Meets Expectations Below Expectations*

Comment: _____

- 4a. If applicable, please rate this Leadership Team Member's interactions with the public.

Exceeds Expectations Meets Expectations Below Expectations*

Comment: _____

Other Comments: _____

Please return completed form to: _____

Due Date: _____

APPENDIX C: Management Classifications and Salary Schedule

Located online at <http://www.yosemite.edu/hr/Management%20Classifications%20with%20Salary%20Schedule%202015.pdf>

YOSEMITE COMMUNITY COLLEGE DISTRICT – EMPLOYEE CLASSIFICATIONS

Management and Confidential Placements – sorted by Classification

CLASSIFICATION:	RANGE:
Accountant	23
Accounts Payable Supervisor	19
Agricultural Operations Manager – MJC	24
Assistant Director – CDTC	28
Assistant Director Campus Operations Manager	37
Associate Dean of Campus Life & Student Learning-MJC	41
Athletic Director	41
Associate Dean of Student Equity and Success – CC	41
Auxiliary Services Manager	32
Bookstore Manager	32
Business & Accounts Manager	34
Campus Facilities Manager, CS	32
Campus Security Supervisor	21
Coordinator – CLASS Pilot Project	25
Custodial Services Manager	23
Dean of Advancement & Executive Director of the MJC Foundation	45
Dean of Ag, Environmental Sciences–MJC	45
Dean of Allied Health, Family & Consumer Sciences-MJC	45
Dean of Arts, Humanities & Communications – MJC	45
Dean of Business, Behavioral & Social Sciences–MJC	45
Dean of Career Technical Education & Economic Development-CC	45
Dean of Counseling & Student Learning – MJC	45
Dean of Equity and Student Learning	45
Dean of Instructional Services, Arts & Sciences – CC	45
Dean of Literature & Language Arts and Library & Information Technology	45
Dean of Physical Recreation & Health Ed – MJC	45
Dean of Sciences, Math & Engineering – MJC	45
Dean of Career/Technical Education, Community Education & Workforce Development	45
Dean of Special Programs, Enrollment Services & Student Learning	45
Director of Admissions & Records – MJC	36
Director of Admissions, Records & Assessment – CC	29
Director of Agriculture Education and Tech Prep	35
Director of Basic Skills	38
Director of CCC Registry	34
Director of Center of Excellence – MJC	33
Director of Child Dev Training Consortium – MJC	36

Director of College Research & Planning – CC	34
Director of College Research and Institutional Effectiveness	34
Director of Development – CC	38
Director of District Security, Compliance and Emergency Preparedness	37
Director of Enterprise Services	35
Director of Facilities Planning & Operations – YCCD	42
Director of Grants & Resource Dev (Title 5), MJC	38
Director of Great Valley Museum – MJC	28
Director of Health Services	38
Director of Human Resources	39
Director of Media Services	35
Director of TRIO Pre-College Programs	32
Director of Purchasing and Receiving Operations	36
Director of Regional Fire Training Center	35
Director of Student Access, Retention & Support Svcs (SSSP)	36
Director of Student Financial Services	36
Director of Technology Services	35
Director of Workforce Training and Development	32
District Director of Public Affairs	39
District Research & Planning Director	34
Family-Child Care Services Manager – CC	28
Fire Station Manager	21
Fiscal Services Supervisor	21
Food Services Manager	26
Grants Manager – YCCD	38
Human Resources Coordinator	24
Human Resources Operations Manager	32
Internal Auditor/Budget Analyst	36
Manager of International Contract Programs	28
Mechanical/Energy Systems Manager – YCCD	28
Payroll Manager	30
Risk Manager	30
STEM Center Manager	28
Senior Accountant	26
Transportation Services Manager	25
Confidential Placements:	
Executive Assistant	20
Executive Secretary	17
Executive Secretary, Office of the Chancellor	20
Foundation Assistant	17
Vice President Placements:	
Controller, CS	C1
Vice President of College and Administrative Services, CC/MJC	C1

Vice President of Instruction, MJC	C1
Vice President of Student Learning, CC	C1
Vice President of Student Services, CC/MJC	C1

Board Approved October 14, 2015

YOSEMITE COMMUNITY COLLEGE DISTRICT MANAGEMENT SALARY SCHEDULE 2015-2016 (5%) Effective July 1, 2015						
Range	Step A	Step B	Step C	Step D	Step E	Step F
1	2,544	2,666	2,805	2,941	3,096	3,236
2	2,623	2,749	2,891	3,033	3,187	3,331
3	2,695	2,838	2,979	3,128	3,284	3,434
4	2,786	2,921	3,070	3,224	3,387	3,541
5	2,865	3,011	3,159	3,317	3,483	3,640
6	2,948	3,103	3,258	3,422	3,588	3,751
7	3,040	3,194	3,356	3,525	3,705	3,873
8	3,135	3,291	3,461	3,624	3,805	3,977
9	3,228	3,388	3,555	3,732	3,924	4,102
10	3,326	3,493	3,667	3,850	4,046	4,228
11	3,422	3,588	3,776	3,964	4,158	4,346
12	3,525	3,705	3,888	4,077	4,285	4,479
13	3,636	3,815	4,004	4,205	4,410	4,611
14	3,739	3,925	4,120	4,327	4,544	4,750
15	3,850	4,046	4,249	4,458	4,686	4,897
16	3,966	4,166	4,374	4,590	4,821	5,039
17	4,080	4,288	4,507	4,727	4,972	5,196
18	4,211	4,421	4,642	4,869	5,121	5,353
19	4,330	4,551	4,773	5,014	5,267	5,506
20	4,460	4,695	4,927	5,171	5,424	5,670
21	4,603	4,832	5,072	5,330	5,594	5,849
22	4,744	4,977	5,229	5,487	5,758	6,019
23	4,884	5,124	5,387	5,648	5,933	6,201
24	5,026	5,279	5,543	5,817	6,110	6,386
25	5,184	5,442	5,712	5,998	6,299	6,584

**YOSEMITE COMMUNITY COLLEGE DISTRICT
MANAGEMENT SALARY SCHEDULE
2015-2016 (5%)
Effective July 1, 2015**

Range	Step A	Step B	Step C	Step D	Step E	Step F
26	5,342	5,607	5,888	6,177	6,490	6,785
27	5,494	5,763	6,055	6,357	6,681	6,984
28	5,669	5,939	6,243	6,554	6,880	7,191
29	5,830	6,115	6,424	6,746	7,084	7,406
30	6,005	6,303	6,619	6,952	7,296	7,627
31	6,180	6,494	6,818	7,158	7,518	7,859
32	6,376	6,692	7,027	7,378	7,749	8,100
33	6,565	6,897	7,242	7,599	7,980	8,342
34	6,762	7,097	7,452	7,830	8,223	8,595
35	6,959	7,319	7,680	8,063	8,466	8,849
36	7,172	7,534	7,913	8,302	8,715	9,110
37	7,384	7,756	8,141	8,548	8,983	9,389
38	7,608	7,991	8,388	8,812	9,247	9,666
39	7,838	8,234	8,642	9,074	9,531	9,962
40	8,078	8,481	8,901	9,343	9,816	10,262
41	8,320	8,736	9,163	9,629	10,107	10,564
42	8,570	8,995	9,448	9,920	10,418	10,890
43	8,826	9,266	9,726	10,214	10,730	11,216
44	9,091	9,543	10,018	10,523	11,046	11,547
45	9,368	9,834	10,320	10,835	11,388	11,904
46	9,637	10,123	10,628	11,159	11,722	12,254
47	9,938	10,425	10,948	11,496	12,078	12,625
48	10,225	10,738	11,276	11,841	12,428	12,992
49	10,534	11,064	11,615	12,205	12,811	13,392
50	10,856	11,397	11,963	12,565	13,190	13,788

1. A \$2,374 per year (\$197.83 per month) Doctoral Stipend is provided for an earned doctorate.
2. New appointees with no previous out-of-district management experience will be placed at Step A.
3. New appointees with out-of-district management experience will receive year-for-year credit for prior management service to a maximum of Step C. Exceptions require Chancellor pre-approval.
4. Promotional appointments within the District will be credited on a year-for-year basis without limit.
5. Bargaining unit members (CSEA and YFA) promoting to management will receive credit for prior non-management experience with the District on a ratio of one column for each 3 years to a maximum placement at Step C and will be placed at a step which results in no less than a 5% salary increase not to exceed Step F.

APPENDIX D: Employment Agreement Samples

**YOSEMITE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES
MANAGEMENT EMPLOYMENT AGREEMENT
EDUCATIONAL ADMINISTRATOR**

This Agreement (“Agreement”) is entered into by and between the Yosemite Community College District, acting by and through the Board of Trustees, hereinafter referred to as “Board,” and _____ (employee) hereinafter referred to as “Administrator.”

1. POSITION

The Board employs the Administrator as _____ (title), an academic position.

2. TERM

The term of this Agreement shall be July 1, ____ to June 30, ____.

3. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Administrator are specified in the job announcement. With appropriate notification, the duties may be modified and/or the Administrator may be reassigned to another position.

4. SALARY

The salary beginning July 1, _____ is \$ _____ per year. Any change in salary during the term of this Agreement shall not create a new agreement or extend the term of employment for any period beyond the term of this Agreement.

5. BENEFITS

The District shall provide the Administrator with health benefits and all fringe benefits, vacations, leaves and holidays as specified in current Board Policy or as subsequently modified by the Board.

6. EVALUATION

The Administrator will be evaluated pursuant to current Board policies and procedures. This evaluation shall not be considered a precondition to a decision to modify the duties of or reassign the Administrator in accordance with Paragraph 2 of this Agreement, nor shall it be considered a precondition to a decision to not renew this Agreement in accordance with Paragraph 8 of this Agreement.

7. TERMINATION

7.1 The Agreement expires at the end of the term specified in Paragraph 2 above. Any notice to the Administrator that the Agreement will not be renewed shall be provided no later than March 15, _____. Failure to provide such notice will result in the Agreement continuing for one year with all other conditions and terms remaining unchanged.

7.2 The Agreement is automatically terminated upon the death, retirement or voluntary resignation of the Administrator.

7.3 For an Administrator without faculty tenure, the Agreement may be terminated by the Board for cause at any time in accordance with applicable law relating to termination of educational administrators. 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. If the Administrator is terminated for cause 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.

7.4 For an Administrator with faculty tenure, the Agreement may be terminated by the Board for cause at any time in accordance with applicable law relating to termination of tenured educational administrators.

7.5 The Agreement may be terminated by the Board without cause at any time. No advance notice is required. If the Agreement is terminated prior the date the Agreement would expire, either by the Board or by mutual agreement of the parties, the Administrator shall be paid a sum not to exceed all salary due through the end of the term of this Agreement, or not to exceed salary due for eighteen (18) months, whichever is less. If the Administrator assumes a faculty position, the Administrator shall be paid the difference, if any, between the salary due under this Agreement and the salary for the faculty position.

8. **GENERAL TERMS**

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District. Such laws, rules, regulations, policies and procedures, are hereby made a part of the terms and conditions of this Agreement, except in the case of any conflict, the terms of this Agreement shall prevail.

9. **SAVINGS**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall continue in effect.

10. **APPLICABLE LAW: ENTIRE AGREEMENT**

This Agreement shall be governed by the laws of the State of California. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement.

IN WITNESS THEROF, the parties hereto have caused this Agreement to be executed on the dates and by the individuals and officers indicated below.

By: _____
Vice Chancellor, Human Resources

By: _____
Administrator

Dated: _____

Dated: _____

**YOSEMITE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES
MANAGEMENT EMPLOYMENT AGREEMENT
CLASSIFIED ADMINISTRATOR**

This Agreement (“Agreement”) is entered into by and between the Yosemite Community College District, acting by and through the Board of Trustees, hereinafter referred to as “Board,” and _____(Employee), hereinafter referred to as “Administrator.”

1. POSITION

The Board employs the Administrator as _____ (title), a classified position.

2. TERM

The term of this Agreement shall be July 1, ____ to June 30, ____.

3. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Administrator are specified in the job announcement. With appropriate notification, the duties may be modified and/or the Administrator may be reassigned to another position.

4. SALARY

The salary beginning July 1, ____ is \$_____ (**salary**) per year. Any change in salary during the term of this Agreement shall not create a new agreement or extend the term of employment for any period beyond the term of this Agreement.

5. BENEFITS

The District shall provide the Administrator with health benefits and all fringe benefits, vacations, leaves and holidays as specified in current Board Policy or as subsequently modified by the Board.

6. SENIORITY

As a member of the classified service, the Administrator shall accrue seniority only in accordance with California Education Code section 88127.

7. EVALUATION

The Administrator will be evaluated pursuant to current Board policies and procedures. This evaluation shall not be considered a precondition to a decision to modify the duties of or reassign the Administrator in accordance with Paragraph 2 of this Agreement, nor shall it be considered a precondition to a decision to not renew this Agreement in accordance with Paragraph 8 of this Agreement.

8. EXPIRATION OF TERM AND TERMINATION

- 8.1 The Agreement expires at the end of the term specified in Paragraph 2 above. Any notice to the Administrator that the Agreement will not be renewed shall be provided no later than March 15, _____. Failure to provide such notice will result in the Agreement continuing for one year with all other conditions and terms remaining unchanged.
- 8.2 The Agreement is automatically terminated upon the death, retirement or voluntary resignation of the Administrator.
- 8.3 The Agreement may be terminated by the Board for cause at any time in accordance with applicable law relating to termination of classified community college administrators. Notice to the Administrator of the grounds for termination shall be provided 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. If the Administrator is terminated for cause 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.
- 8.4 The Agreement may be terminated by the Board without cause at any time. No advance notice is required. If the Agreement is terminated prior the date the Agreement would expire, either by the Board or by mutual agreement of the parties, the Administrator shall be paid a sum not to exceed all salary due through the end of the term of this Agreement, or not to exceed salary due for eighteen (18) months, whichever is less.

9. GENERAL TERMS

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies and procedures of the District. Such laws, rules, regulations, policies and procedures, are hereby made a part of the terms and conditions of this Agreement, except in the case of any conflict, the terms of this Agreement shall prevail.

10. SAVINGS

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall continue in effect.

11. APPLICABLE LAW: ENTIRE AGREEMENT

This Agreement shall be governed by the laws of the State of California. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement.

IN WITNESS THEROF, the parties hereto have caused this Agreement to be executed on the dates and by the individuals and officers indicated below.

By: _____
Vice Chancellor, Human Resources

By: _____
Administrator

Dated: _____

Dated: _____

APPENDIX E: Glossary of Terms and Definitions

GLOSSARY OF TERMS AND DEFINITIONS YOSEMITE COMMUNITY COLLEGE DISTRICT

This glossary is specifically limited to terms used at the Yosemite Community College District.

Accrued Sick Leave	Days of sick leave the employee earned in previous academic years and has not taken, thereby accruing a balance from year to year.
Board of Trustees	Refers to the governing board of the Yosemite Community College District, which consists of seven elected trustees.
Budgets	A budget is a plan for spending money.
Bumping Rights	Eligible employees may return to a previous position when laid off or be placed on the District's reinstatement list. See also Retreat Rights.
California School Employees Association (CSEA)	CSEA is the bargaining unit for classified staff. Chapter 420 is the specific chapter at the Yosemite Community College District.
Catastrophic Illness	A serious illness of either an employee or an immediate family member that may cause the need for extended absence from work.
Chancellor's Cabinet	The Chancellor's Cabinet consists of the Chancellor, College Presidents, Executive Vice Chancellor, Vice Chancellor, and Assistant Vice Chancellor. Person in these positions are not considered members of the Leadership Team.
Classified Administrators/ Classified Managers	An administrator who is not employed as an educational administrator. Classified Administrator and Classified Manager are interchangeable terms.
Complaint	A member of the Leadership Team who feels she/he has been treated unfairly or has been adversely affected by a violation, misinterpretation, or misapplication of a specific District policy may file a complaint per Board Policy and Administrative Procedure 7-8039 , Complaints Concerning Employees.

Confidentials	An employee who provides support to high-level administrators with regards to negotiations and meet-and-confer or whose duties require access to confidential information. These positions include the Executive Assistants, Executive Secretaries, and other positions designated as Confidential.
District	Refers to the Yosemite Community College District, which is comprised of Columbia College, Modesto Junior College, and Central Services.
District Administrative Council (DAC)	Refers to the leadership committee chaired by the YCCD Chancellor. DAC consists of members of the Chancellor’s Cabinet and the College Presidents’ Cabinets, along with certain resource personnel.
District Council	Refers to a shared governance committee chaired by the YCCD Chancellor for the purpose of making recommendations to the Chancellor regarding the existence of needs, the establishment of priorities, and the allocation of resources on a broad, districtwide basis.
Diversity	The fostering of cultural awareness and promotion of mutual understanding and respect among the students and employees of the Yosemite Community College District.
Domestic Partner	“Domestic partnership”, for these purposes, is limited to mean two individuals who live together in an intimate, long-term relationship of indefinite duration, with an exclusive mutual commitment, in which the partners share basic living expenses and agree to be financially responsible for each other's well-being. It should further be stipulated that partners are not married to anyone else, do not have another domestic partner, and are not related by blood, closer than would bar marriage in their state of residence. Employees must sign a declaration that the foregoing conditions have been met, as part of the process of enrolling their partners. (Fair Employment Housing Act (FEHA))

Educational Administrator	An administrator who is employed in an management or supervisory position having direct responsibility for supervising the operation or formulating policy related to instructional or student services operations. This includes Chancellor, Presidents, Deans and other administrative positions as designated educational administrators by the Board.
Employee Benefits	All benefits provided to be made available to the Confidential and Supervisory Team members by the District, including group life insurance, health insurance, disability insurance, sick leave, vacation, educational benefits and pensions, regardless of whether such benefits are provided by a practice or written policy of the District.
Employment in the Same Position	Employment in the position that the employee held prior to taking a family care and medical leave.
Employment in an Equivalent Position	A position that has the same or similar duties, pay, and employment benefits, and which can be performed at the same or similar geographic location, as the position held prior to the leave.
Equal Employment Opportunity (EEO)	Equal employment opportunity (EEO) is offered to all employees and applicants for employment without regard to such matters as race, sex, color, age, religion, ancestry, creed, national origin, political belief, marital status, sexual orientation, medical condition, physical or mental disability, or Vietnam Era veteran status. The District affirms its commitment to non-discrimination in recruitment, screening, testing, selection, hiring, compensation, employment benefits, promotion, learning opportunities, access to programs, work assignments, application of discipline, layoffs, recalls, access to grievance procedures, terminations, and any and all other conditions of employment which are provided by District policy, regulation, rule or practice.
Excess Vacation	Leadership Team members are allowed to accrue up to 42 days (336 hours) of vacation. Any accrued vacation in excess of 336 hours is considered excess vacation.
Extended Sick Leave	Leave of up to one hundred (100) days compensated at fifty-percent (50%) of salary.

Family Medical Leave Eligibility	Leadership Team members are required to have completed more than one (1) year of continuous service with the District and to have worked at least 1,250 hours in the 12-month period before the leave starts to be eligible for family care and medical unpaid leave.
Governing Board	The YCCD Board of Trustees is the governing board and has final authority of governance at the Yosemite Community College District. The Board delegates authority to the Chancellor, who in turn shares authority with appropriate members of the Chancellor's Cabinet.
Industrial Accident and Illness	A leave for an accepted workers compensation claim resulting from a work-related injury or illness.
Leadership Team	The Leadership Team consists of all educational administrators, classified administrators, and confidentials hired on individual employment contracts with the exception of the Chancellor and the Chancellor's Cabinet. The Leadership Team is not a bargaining unit.
Leadership Team Advisory Council (LTAC)	This is the seven-member executive committee of the Leadership Team. They are elected by the Leadership Team during December elections. Elected members hold two-year terms.
Leadership Team Advisory Council (LTAC) Officers	LTAC appoints a president, treasurer, and recorder from its elected members at their January meeting. These are the LTAC Officers and their appointments are for one year.
Longevity Pay	This is pay earned after five years of continuous service to the District and paid out in the November payroll. Identical to Stability Pay.
March 15th Notice	Refers to the written notice which informs a Leadership Team member that their contract will not be renewed. It is also the notice that Leadership Team members may receive in the event of a reduction in force due to budget considerations.
Meet and Confer	To enable the Leadership Team Advisory Council to meet with District representatives to discuss working conditions, salary and benefits, and other related issues that concern the entire Leadership Team. Proposals or agreements reached during these meetings are subject to review and approval by the District and the Board of Trustees.

Member of Immediate Household	A person whose regular residence is the home of the employee and who has resided with the employee for at least twelve (12) continuous months.
Nonrenewal of Contract	According to Education Code §72411 , Leadership Team members are “at will” employees, who do not earn tenure in their positions. Notice of nonrenewal of contract must be received in writing on or before March 15.
President’s Cabinet	The President’s Cabinet consists of the College Presidents and College Vice Presidents. College Presidents are part of the Chancellor’s Cabinet and not considered members of the Leadership Team. However, Vice Presidents are members of the Leadership Team.
Professional Education Program (PEP)	Leadership Team members are allowed to spend up to \$1,500 per year toward their professional education or development. Funds for this purpose are located at College Administrative Services for Team members located at the colleges and at the Vice Chancellor of Human Resources office for Team members located at Central Services.
Retreat Rights	<p>An educational administrator who earned tenure as a faculty member prior to becoming an administrator has retreat rights back to that faculty position.</p> <p>A classified administrator or classified confidential who earned seniority in a classified position prior to becoming an administrator or confidential has retreat rights back to that classified position.</p>
Sick Leave	Days for which an employee is paid but is not required to work because of illness or injury. Leadership Team members accrue eight (8) hours of sick leave per month.
Spouse	A husband or wife according to California state law.
Stability Pay	See Longevity Pay.
Tax Sheltered Annuity (TSA)	Within the provisions of California law, it is the policy of the Governing Board to honor the written request of employees to allow purchase of an individual tax-sheltered annuity.

Term Limits	LTAC members are elected for two-year terms. They are limited to two terms. They must then sit out at least one term before being nominated to return.
Vacation	Every community college district shall grant to regular management employees an annual vacation at the regular rate of pay earned at the time the vacation is commenced. The vacation shall be as determined by the District.
Voluntary Demotion	A voluntary reduction in hours of a regular assignment by an employee in a specific position or a voluntary movement to another position in a lower classification.
Y-Rated	Current salary is frozen.
Yosemite Faculty Association (YFA)	YFA is the faculty bargaining unit at the Yosemite Community College District.