



P.O. Box 4065 Modesto, CA 95352 Revised November 2021 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.

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 <u>www.yosemite.edu/trustees/BoardPolicy.htm</u>.

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.

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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.
- 5. See Appendix C for a complete list of Leadership Team members.

B. MISSION STATEMENTS AND BOARD POLICIES AND PROCEDURES

1. <u>Mission Statements</u>

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

Centered in the Sierra foothills, Columbia College offers students of diverse backgrounds many opportunities for discovery and success. Through a supportive and engaging learning environment, students master foundational skills, explore their passions, attain degrees and certificates, and pursue career and transfer pathways. We collaborate with surrounding communities to cultivate intellectual, cultural and economic vitality. Columbia College inspires students to become inquisitive, creative, and thoughtful life-long learners.

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, undergraduate, educational environment for the ever-changing populations and workforce needs of our regional community.

2. The Leadership Team (Policy 7-8044)

2.1 Participatory Governance

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.

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.

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.

2.2 Meet and Confer

The Leadership Team Advisory Council utilizes the meet and confer process 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.

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

3. <u>Human Resources Board Policies</u>

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		
7110	Delegation of Authority, Human Resources		
7120	Recruitment and Hiring		
7125	Verification of Eligibility for Employment		
7126	Applicant Background Investigation Check - New Employees		
7130	<u>Compensation</u>		
7140	Collective Bargaining		
7150	Evaluation		
7160	Professional Development		
7210	Academic Employees		
7211	Faculty Service Areas, Minimum Qualifications, and Equivalencies		
7230	Classified Staff		
7232	Classification Review		
7235	Probationary Period: Classified Employees		
7240	Confidential Employees		
7250	Educational Administrators		
7260	Classified Supervisors and Managers		
7310	Nepotism		
7330	Communicable Disease		
7335	Health Examinations		
7336	Certification of Freedom from Tuberculosis		
7337	Fingerprinting		
7340	Leaves		
7346	Employees Called to Military Duty		
7350	Resignations		
7365	Discipline and Dismissal - Classified Employees		
7370	Political Activity		

7380	Retiree Health Benefits: Academic Employees
7400	Travel
7500	Volunteers
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
7-8046	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)
7-8059	Workweek

4. <u>Nondiscrimination</u> (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
Disability (physical, mental or	restrictions)

perceived)AncestryMedical condition (cancer or
genetic characteristics)Age (40 and above)

5. Prohibition of 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 "Complaints, Investigations and Due Process

C. LEADERSHIP TEAM ADVISORY COUNCIL (LTAC)

The Leadership Team (hereinafter "Team") is represented by an elected nine (9) member Leadership Team Advisory Council (hereinafter "LTAC").

1. <u>Mission Statement</u>

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 and increased equity 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.

Nominations shall be requested during the month of November for upcoming open positions. The slate of nominations shall be forwarded to the Leadership Team on December 1st. Voting by Leadership Team members will conclude on December 15th. Elected individuals shall be announced on December 16th.

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).

- CC/Educational Administrators
- CC/Classified Administrators
- MJC/Classified Administrators
- MJC/Educational Administrators
- CS/Classified Administrators
- CS/Classified Administrators
- CC/MJC/CS Confidentials
- Two LT Members-At-Large

Elected in odd year Elected in even year

Elected in odd year

- Elected in even year
- Elected in odd year
- Elected in even year
- Elected in even year

One elected in odd year; one elected in even year

The Team is represented on the District Council by the LTAC President. An LTAC member will serve on each College Council. 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 support the Leadership Team in achieving 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/councils 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.
- i. To promote Goodwill within its membership.

4. Officers' Duties

At the first LTAC meeting in January, the currently elected officers shall select from their ranks, individuals to fill any of the open positions of President, Vice President, Treasurer, Recorder, and Goodwill Ambassador. These positions may be appointed to a one- or two-year terms, as desired by the LTAC.

- a. <u>LTAC President</u>--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 or two-year term, effective January through December. Duties include but are not limited to the following:
 - Create agenda (with LTAC input) and lead monthly LTAC meetings.
 - Schedule meeting rooms for LTAC meetings.
 - Sit on District Council and communicate 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. <u>LTAC Vice President</u> the officer assigned to assist President with duties. The Vice President is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:
 - Fill-in for President when President is sick, or on vacation.
 - Attend when available, at Meet and Confers alongside LTAC President.
 - Fulfill other needs for President and LTAC when directed.
 - Third signatory on LTAC bank account.
 - This position does not automatically move to President.
- c. <u>LTAC Treasurer</u>--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 or two-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 Mid-Year Treasurer's Report after each fall semester dues' campaign. At the end of the calendar year, the Annual Treasurer's Report will be sent to the Leadership Team.
 - Dues Organize collection of dues each fall semester: Request for dues, collect payment, deposits payment and monitor list of current managers after payment has been received.
 - Work with both college Foundations to cover cost of the LTAC Student Scholarships (one each for Columbia College and Modesto Junior College)

- c. <u>LTAC Recorder</u>--the officer assigned the primary responsibility of writing and distributing the monthly meeting notes. The recorder is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:
 - Take notes during LTAC meetings and transcribe them into LTAC meeting minutes.
 - Create and distribute the LTAC Highlights to the Leadership Team bimonthly or as needed.
 - Maintain files pertaining to LTAC (most of which are on a flash drive).
 - Prepare and track Leadership Team surveys, votes, etc., as directed (usually using SurveyMonkey.com). (This duty can be shared with other LTAC members.)
 - Fourth signatory on bank account, if needed.
 - Assist with Leadership Team Newsletter as needed.
- d. <u>LTAC Goodwill Ambassador</u> the officer assigned the primary responsibility of corresponding and communicating with members through Good Will Acknowledgements and inform LTAC. Include a general summary of the GWAs in the monthly and end of the year LTAC reports. The Ambassador is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:
 - Retain supply of cards for membership acknowledgements
 - Send cards when to member when experiencing;
 - Professional or educational achievement
 - Wedding
 - Birth
 - Birthday
 - Illness, surgery, or hospitalization
 - Death in the family
 - Any other situation deemed worthy by LTAC
 - Assist with Leadership Team Newsletter as needed.

5. <u>Team Dues</u>

Annual Team Dues for membership are from July 1st to June 30, each fiscal year. Dues are requested from all Leadership Team members. Dues may be paid by sending a check payable to LTAC, using the LTAC Paypal account, or through Payroll Deduction through Etrieve. Please send all checks to the Treasurer of LTAC. The proceeds are used for:

- a. Student Scholarship Fund established at both colleges in the amount of \$500 per college.
- b. Hospitality at Team functions
- c. Purchasing Team retirement plaques.

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 <u>Appendix A</u>.

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 (<u>Board Policy 7100</u>). 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 <u>Policy 7120</u> / <u>Policy 3420</u> (Recruitment and Hiring) and Procedure.

F. RIGHTS & RESPONSIBILITIES

1. <u>Management Personnel Responsibility</u>

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. <u>Responsibility Days</u>

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. <u>Citizenship Rights</u>

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 an 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 -Complaints, Investigations and Due Process 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. <u>Salary Schedule Placement Procedure</u>

- 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 step increase, to maximum Step F. The calculation is on base salary only.

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

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

• 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 step increase, to maximum Step F. The calculation is on base salary only and takes into consideration a step movement due within 90 days of the promotion.
- 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 reflected on the salary schedule.

3. Anniversary Date

a. <u>Appointment</u>:

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. <u>Promotion</u>:

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. <u>Reclassification</u>:

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
 - Certificated Management STRS (or PERS if vested)
- c. Subject to approval by the insurance carrier, eligibility for participation in the District's health insurance program (medical, dental, vision and life) by parttime 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

Leadership Team member eligibility for District Retiree Medical benefits is set forth in the chart below. Benefits do not include District paid dental, vision and life insurance. A retired employee or surviving spouse may enroll in the District's dental and vision plans at the retiree's own expense at the time of retirement. If coverage is declined or subsequently dropped, there shall be no further opportunity to enroll.

Hired Prior to July 1, 2004	Hired between July 1, 2004 and June 30, 2013	Hired on or after July 1, 2013
Retirees shall be eligible for District paid post- retirement medical benefits until the age of 70 Once Medicare eligible, Retiree shall pay the difference for spousal coverage if spouse is not yet Medicare eligible Retiree may continue District medical benefits after the age of 70 at his/her own expense Employees who are deemed permanently disabled by Social Security or CalPERS/CalSTRS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of 70.	Retirees under the age of 65 and meeting the "Rule of 70" shall continue to receive the District provided medical benefit until Medicare eligible Retiree may continue District medical benefits after Medicare eligible age at his/her own expense Employees who are deemed permanently disabled by Social Security or CalPERS/CalSTRS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility.	The District shall pay \$1,361/month (\$16,332/year) for the employee + spouse/domestic partner until the retiree reaches age 65. The retiree will pay the balance. Retirees may enroll dependents at their own expense. The employee must meet the following conditions to be eligible for retiree benefits: 1. Retirement from CalPERS or CalSTRS 2. A minimum of 55 years of age 3. A minimum of 20 years of service with the District Employees who are deemed permanently disabled by Social Security or CalPERS/CalSTRS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility. If Medicare eligibility age increases, the parties agree to reopen this section pertaining to retiree benefits for employees hired on or after July 1, 2013.

Rule of 70 Defined - Any combination of the retiree's minimum age 50 (at last birthday preceding Board Approved retirement date) plus years of continuous probationary and permanent service with the District equivalent to 70 years or more. Credit for continuous employment shall be given for leaves of absence approved by the Board of Trustees, including military leave.

Retirees are eligible for District paid medical benefits based on their percentage of assignment at the time of retirement.

Retirees who worked less than 30 hours but more than 20 hours per week at retirement may elect to purchase the District's medical plan at a pro-rated portion of the premium.

The qualified retiree may continue to purchase the medical benefit through the District until death. Upon the death of the retiree the surviving spouse/domestic partner at his/her own expense, may continue to participate in the District's medical plan at the applicable rate until the surviving spouse's remarriage or death.

7. 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.

8. 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.

9. District Initiated Cyclical Classification Review

a. The cyclical process will identify a group of Leadership Team positions for classification review. Every five years (See Appendix #E) each group will go through the cyclical process and shall be reviewed for consistency and accuracy, followed by a benchmarking study. Any classification review that results in a recommendation for salary increase will be settled using the meet and confer process. All recommendations require final Board approval.

The District maintains right of assignment and may review Leadership Team positions off cycle to ensure the job tasks performed, the skills required to perform job duties, the technology utilized in performing job duties, the potential impact of that review on Leadership Team positions, and salary remain current.

10. Tax Sheltered Annuity/Deferred Compensation

According to <u>Board Policy 7-8036</u>, 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.

11. 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 \$2,000 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 <u>Section 1.7</u>.
- 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 biennially. The process uses a combination of three tools: Measurable Goals Form, Job Performance Appraisal Form, and Evaluation Survey Form, depending on the cycle due. 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 target improved job performance through development of personal and departmental goals short-term and long-term goals.
 - b. The Administrator **Performance Appraisal Form** is a measuring tool for both the District and the evaluatee. The Administrator 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 mutually determined by the administrator (evaluatee) and immediate supervisor (evaluator).
 - 1. For Certificated Administrators, in accordance with article 6.13 in the YFA Contract, the Evaluation Survey Form will be offered to all division faculty.

d. The **Self-Evaluation Form** is an optional tool that allows the evaluatee to reflect on major accomplishments since the last evaluation, and to help determine short-term and long-term goals.

3. Frequency of Implementation:

First Year of Employment as an Administrator

Immediate supervisor (evaluator) and evaluatee will meet by the six-month date of the 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.
- **3.3** At the end of the first year, the immediate supervisor will complete the Administrator Performance Appraisal Form, and the evaluatee will complete the Measurable Goals Form. The Self-Evaluation Form can be used but is optional.
- 4. Following completion of year 1, the evaluatee will move on to the following management evaluation cycles for subsequent years:



4.1 Biennial: Measurable Goals & Administrator Performance Appraisal Form

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

- a. Formal evaluation using Administrator Performance Appraisal Form on previous year's performance only.
- b. Review past year's goals and establish new or revised goals as needed.
- c. Use the Self-Evaluation Form as an option.
- 4.2 Every Fourth Year: Measurable Goals, Administrator Performance Appraisal Form & Evaluation Survey Form

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

- a. Formal evaluation using Administrator Performance Appraisal Form on previous year's performance only.
- b. Review past year's goals and establish new or revised goals as needed.
- c. Conduct Evaluation Survey with peers using Evaluation Survey Form.
- d. Use the self-evaluation form as an option.

5. Instructions for Evaluation Tools

- 5.1 Measurable Goals Form- see form.
- 5.2 Administrator Performance Appraisal Form- see form.
- **5.3 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 Administrator Performance Appraisal. Survey results will be shared with the evaluatee.
 - a. Selection of Stakeholders: With mutual agreement, 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. For Certificated Administrators, please see 2.1.c.1 above.
 - **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.

6. Recourse for Unsatisfactory Review or Negative Comments

- 6.1 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.
- 6.2 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.

7. Leadership Team Members and Teaching

- 7.1 Leadership Team members who hold the applicable minimum qualifications may teach as adjunct outside their regular work hours.
- 7.2 As adjunct, Leadership Team members will be evaluated following the processes outlined in Article 6 of the YFA contract.
- 7.3 If the Leadership Team member teaches in their own administrative area, a dean from another area will be chosen with mutual agreement of their immediate administrator to serve as supervisory dean, and YFA will be informed. The supervisory dean will lead the evaluation team and attend to any student concerns arising in the Leadership Team member's class.
- 7.4 The Leadership Team member will be compensated in accordance with their placement on the adjunct hourly faculty pay schedule.
- 7.5 Although Leadership Team members are to be evaluated and compensated as adjunct faculty, they remain members of the Leadership Team and are not represented by the Yosemite Faculty Association.

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. <u>Bereavement Leave</u>

- 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, fatherin-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. <u>Community Service Leave</u>

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. <u>Floating Holiday</u>: 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 <u>not</u> be carried over beyond June 30.
- d. New employees in their first year of employment, are eligible for the Floating Holiday if hired <u>before</u> 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. <u>Jury Duty</u>: 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. <u>Court Subpoenas</u>: 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. <u>Court Appearance</u>: 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. <u>Professional Education Leave</u>

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. <u>Goal</u>: 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. <u>Activities</u>: Program participation shall normally be limited to the following activities:
 - 1) <u>Graduate Study</u>: 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. <u>Approval</u>: 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. <u>Other Conditions</u>: 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.
 - 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. <u>Military Leave</u>

A Team member shall be granted military leave as required by the <u>Uniformed</u> <u>Services Employment & Reemployment Rights Act (USERRA) of 1994</u>, California <u>Education Code \$87700</u> and the Military and Veterans Code <u>\$395</u> 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.
 - 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
 - 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
 - The donated sick leave may be used only when the recipient team member has exhausted accumulated sick leave and either is not eligible for longterm 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 (eighthour) 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 with 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. <u>Reassignment of Educational Administrators to Faculty Ranks</u>

- a. <u>Educational Administrators</u>: 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 <u>Education</u> <u>Code §87458</u> and these procedures shall have status as first year, probationary faculty upon reassignment to the faculty.

<u>Note</u>: Effective August 6, 2001, <u>Education Code §87458</u> 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. Lateral Transfer/Voluntary Demotion (Management Only)

3.1 DEFINITIONS

- 3.1.1 Lateral Transfer is defined as a change in a Leadership Team member's work location within the same classification and not involving a promotion or demotion.
- 3.1.2 Voluntary Demotion is defined as a permanent change to a lower classification for which the Leadership Team member meets all employment qualifications as determined by the District.

3.2 PROCESS

Upon an opening for a permanent management position, the District will announce the position via District email to all qualified employees of the available lateral transfer/voluntary demotion opportunity. Lateral transfers and voluntary demotion opportunities will be posted for five (5) days.

- 3.2.1 All eligible Leadership Team employees must submit required documents via the District's online application system:
 - 3.2.1.1 Online application
 - 3.2.1.2 Letter of interest
 - 3.2.1.3 Resume
 - 3.2.1.4 List of references
- 3.2.2 The process shall consist of:
 - 3.2.2.1 An interview with the position's immediate supervisor and at least one additional Leadership Team employee.
 - 3.2.2.2 A reference check with current immediate supervisor with agreement of Team member.
 - 3.2.2.3 A review of official YCCD Personnel File.
- 3.2.3 Other methods of gathering background information are allowable by mutual agreement of the hiring supervisor and the applicant.
- 3.2.4 The hiring supervisor shall give lateral transfer and voluntary demotion requests equal consideration. When the hiring supervisor determines applicants are equally qualified, seniority will be the determining factor.
- 3.2.5 The active recruitment process shall not proceed until all interviews have been completed and Leadership Team members have been notified of the decision by District. District email is an acceptable form of notification.
- 3.2.6 The filing of a request for lateral transfer/voluntary demotion shall be without negative consequences to the Leadership Team member.
- 3.2.7 If no eligible employee submits interest or no lateral/voluntary demotion is chosen, the District shall proceed to the active recruitment process.

3.2.8 A qualified Leadership Team member who meets minimum qualifications and applies during the active recruitment process shall proceed to the interview round of hiring.

K. COMPLAINTS, INVESTIGATIONS AND DUE PROCESS

1. COMPLAINTS

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

If the complainant is not satisfied with the informal resolution, a formal written complaint may be filed with the College President or Senior Director of Human Resources within 30 days of the notification of the informal resolution.

2. INVESTIGATIONS

Upon receipt of the formal written complaint, the District will review the complaint and conduct a preliminary investigation. If the District determines that further investigation is warranted, it will initiate the investigation process and provide the necessary notification to the employee against whom the allegation has been made.

Policy 3-8020 shall apply in all instances where a Leadership Team member is the subject of a District-initiated investigation.

3. DUE PROCESS

All Leadership Team members shall be provided due process rights as outlined in Policy 3-8020 Due Process:

Due Process rights are basic human rights and are enumerated in the Fifth and Fourteenth Amendments of the United States Constitution. By establishing fair and equitable dispute resolution policies, it is the intent of the District to respond to all allegations of unprofessional conduct with a balance that protects the accuser while affording the safeguards of due process for the accused.

YCCD policy prohibits retaliation against an individual who in good faith reports or provides information about concerns or suspected violations of law or District policy. However, false accusation determined to have been made with the intent of harming or harassing a Leadership Team member may subject the accuser to disciplinary action. An accusation that is not made in good faith is not protected.

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

1. 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.

2. 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.

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. 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.

(<u>Policy 7350</u>)

P. 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 area 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 <u>\$87458</u>.

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

2. <u>Classified Administrators and Classified Confidentials</u>

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:
 - 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;
 - 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. <u>Continuation of Benefit Coverage</u>

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.

Q. 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.

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 statues.
- 16. To due process in accordance with written procedures which are communicated to the administrator prior to appointment.

Source: ACCCA Website, <u>http://www.accca.org/i4a/pages/index.cfm?pageid=3338</u> 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 shortterm and/or long-term goals annually. (Examples may include but are not limited to: professional/ personal development, departmental improvements, and new projects.) The evaluatee will also be asked to describe progress on previous year's goal(s).

Part I: Previous Year's Goals

Goal 1:	
Progress:	
Goal 2: Progress:	
Progress:	
Goal 3: Progress:	
Progress:	

Part II: New Goals

Goal 1:	
Progress:	
Goal 2:	
Progress:	
Goal 3: Progress:	
Progress:	

Evaluatee Signature	Date	Evaluator	Date					
YCCD Leadership Team Handbook 2021								

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

0	Date:		Name of Evaluatee:					
			Name of Ev	aluator:				
T de S C C N	ease review the Le eam Handbook, Se etailed instructions pecific improvemer omments are mand leeds Improvemer Jnsatisfactory" is c	ction H, for It latory when It" or	Excellent	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory	
	Job/Functional							
	Comments:					ctations, resource nts of this position		
2.	Planning and O	rganization						
	Comments:	-	oyee's execution	n of skills in plan	ning and organiz	ing to successfull	y meet goals.	
3.								
	Supervision Comments:		oyee's ability to and achieve res		rts or others, to	direct their activit	ies, guide their	
4.	Analysis and Ac		vee's ability to	analyze a situat	ion and take app	ropriate action		
	Comments:		yee's ability to					
5.	Adaptability, Co and Cooperatio							
	Comments:	Evaluate emplo			ide towards positi eract effectively v	tion, fellow emplo with others.	oyees, the	

		Excellent	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory	
6.	Quality & Quantity of Work						
		•		rated volume, th	oroughness, and	l accuracy in perfe	orming roles and
	Comments:						
7.	Initiative & Ingenuity Evaluat implem	e empl		identify and res	Dive problems, o	riginate or develo	p ideas, and to
	Comments:						
8.	Diversity, Equity & Inclusion						
	Evalua			ment to contribu ion and diversity	• • • •	r-minded work en District's goals.	vironment that
	Comments:						
9.	Dependability					s in a timely manı	
	willing Comments:	jness to		omplete tasks wi			
10	D. Overall Appraisal Ra	ting					
				e an overall perfo ed in the apprais		al rating, commer	its may be
1	1. Performance Apprai	sal Su			-		
	Highlight how this emp Address the following a					g the rating perio	d.
	 Evaluate how this evaluation period. special assignment Highlight employee 	Comm s, proje	ent on progress ects, professiona	s in achieving an al organization/co	nual performance	e goals and objec	tives,
	2. Identify specific are development oppo			elopment in pres	sent position incl	uding training and	t
	 Summarize any "ne each area noted. job performance in Identify goals for the 	Explain job pe	what specific ir rformance, if ar	nprovements are iy.			
	, , , , , , , , , , , , , , , , , , , ,						

11. Performance Appraisal Summary (Continued)

Written Summary Comments:

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 SELF-EVALUATION FORM

(OPTIONAL - TO BE COMPLETED AT THE OPTION OF THE EMPLOYEE BEING EVALUATED)

Evaluatee Name/Title:	
Evaluator Name/Title:	
Evaluation Period:	

Self-evaluation is an important element in the administrator performance evaluation process because it gives you an opportunity to list accomplishments and identify strengths and areas for growth and development. The self-evaluation process is also an important tool from which to develop goals and objectives.

In preparing your written Self-Evaluation consider the following, as relevant to your particular assignment:

- 1. Progress on annual performance goals and objectives.
- 2. Highlight overall accomplishments (e.g. activities, committee work, community involvement, etc.) since your last Comprehensive Administrator Performance Evaluation.
- 3. What was your most important accomplishment? Describe area(s) where you played a leadership role, enhanced District/College priorities, and implemented change.
- 4. Activities you have led or participated in that support a learner-centered institution.
- 5. Issues, opportunities, and problems that emerged that you did not, or could not anticipate. What did you do?
- 6. What inhibits you from doing your job as well as you would like (e.g. organizational structures, administrative procedures, etc.)?
- 7. Example(s) of your participation in a team effort involving people from other units. What parts of the effort succeeded? What parts did not work well, and to what degree did your participation make a difference?
- 8. What are some of the areas where you would like to improve your performance? Are there institutional barriers preventing you from making those changes? If so, what are these barriers?

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

1. Job and Functional Knowledge

Leadership Team Member's personnel file.

Evaluate employee's understanding of the work roles and expectations, resource management, and procedures/policies to successfully perform the requirements of this position.

Exceeds I	Expectations	Meets Expectations	Below Expectations*
Comment:			

2. Planning and Organization

Evaluate employee's execution of skills in planning and organiz

Exceeds E	xpectations	ב	Meets Expectations	Below Expectations*
Comment:				

3. Communication

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

Exceeds E	xpectations 🛛 🗖	Meets Expectations	Below Expectations*
Comment:			

4. Relationships

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

Exceeds E	xpectations	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 comp	leted form to:		
Due Date:			

APPENDIX C: Management Classifications and Salary Schedule

YOSEMITE COMMUNITY COLLEGE DISTRICT – EMPLOYEE CLASSIFICATIONS Management and Confidential Placements – sorted by Classification

Position Title	<u>Range</u>
Accountant/Budget Analyst	23
Accounts Payable Manager	23
Agricultural Operations Manager – MJC	24
Assistant Director - Child Development and Training Consortium	28
Assistant Director/Campus Operations Manager	35
Associate Dean of Special Funded Programs	41
Associate Dean of Student Services	41
Auxiliary Services Manager	32
Business & Accounts Manager	34
Campus Facilities Manager I	29
Campus Facilities Manager II	32
Campus Life and Student Learning Manager	28
Campus Security Supervisor	21
Career Services Director	34
Child Care Center Manager	26
Dean of Advancement & Executive Director of the MJC Foundation	45
Dean of Agriculture, Environmental Sciences and Tech Ed –MJC	45
Dean of Allied Health, Family & Consumer Sciences – MJC	45
Dean of Arts, Humanities & Communications – MJC	45
Dean of Arts, Science and Human Performance – CC	45
Dean of Business, Behavioral & Social Sciences-MJC	45
Dean of Career and Technical Education	45
Dean of Counseling	45
Dean of Instruction and Student Learning – MJC	45
Dean of Literature & Language Arts and Library & Information Technology	45
Dean of Planning, Research, Innovation and Institutional Effectiveness	45
Dean of Physical Recreation & Health Ed – MJC	45
Dean of Sciences, Math & Engineering – MJC	45
Dean of Student Services - CC	45
Dean of Student Services – MJC	45
Dean of Workforce Development and Lifelong Learning	45
Director of Accounting, Grants & Compliance	36
Director of Admissions & Records and Enrollment Services- MJC	36
Director of Agricultural Education	35
Director of Athletics	45

Position Title	Range
Director of California Community College (CCC) Registry Director of Campus Safety	34 37
Director of Center of Excellence – MJC	
Director of Child Development Training Consortium – MJC	38 36
Director of College Research and Institutional Effectiveness	
-	34
Director of Development – CC	38
Director of District Public Safety	38
Director of Enterprise Services	35
Director of Enterprise Services – Applications	35
Director of External Initiatives	36
Director of Facilities Planning & Operations – YCCD	42
Director of Great Valley Museum – MJC	28
Director of Health Services	38
Director of Marketing and Public Relations	32
Director of Media Services	35
Director of Regional Fire Training Center	35
Director of Research & Planning – CC	34
Director of Risk Management, Purchasing and Receiving	36
Director of Student Access, Retention & Support Services (SSSP)	36
Director of Student Financial Services – MJC	36
Director of Student Financial Services – CC	36
Director of Student Services	38
Director of Technology Services	35
Director of TRIO Pre-College Programs	32
Director of Workforce Training and Development	35
District Director of Public Affairs	39
District Research & Planning Director	34
District Title IX/Civil Rights Compliance Coordinator	30
Events/Facilities and Duplicating Manager	29
Fire Station Manager – CC	21
Fiscal Services Supervisor – CC	21
Grants Compliance Officer – YCCD	23
Human Resources Operations Manager	32
Human Resources Support Services Manager	32
Library and Learning Center Manager	28
Payroll Manager	32
Registrar	32
Senior Accountant	26
Senior Director of Human Resources	46
Senior Director of Information Technology	46
Transportation Services Manager	29

Confidential Placements:

Executive Assistant	24
Executive Assistant, Office of the Chancellor	28
Executive Secretary	20
Executive Secretary, Office of the Chancellor	24

Management Salary Schedule Board Approved September 9, 2021

YOSEMITE COMMUNITY COLLEGE DISTRICT MANAGEMENT SALARY SCHEDULE

2	021	-20)22	2.5	5%
Effe	othe	-	le des		202

Effective July 1, 2021						
Range	Step A	Step B	Step C	Step D	Step E	Step F
1	2814	2949	3103	3252	3425	3579
With Doctorate	3033	3168	3322	3471	3644	3798
2	2900	3040	3198	3355	3525	3685
With Doctorate	3119	3259	3417	3574	3744	3904
3	2981	3139	3295	3459	3633	3799
With Doctorate	3200	3358	3514	3678	3852	4018
4	3082	3231	3395	3565	3746	3917
With Doctorate	3301	3450	3614	3784	3965	4136
5	3168	3330	3493	3668	3852	4026
With Doctorate	3387	3549	3712	3887	4071	4245
6	3261	3433	3603	3785	3969	4149
With Doctorate	3480	3652	3822	4004	4188	4368
7	3363	3532	3712	3899	4097	4283
With Doctorate	3582	3751	3931	4118	4316	4502
8	3469	3640	3828	4008	4209	4399
With Doctorate	3688	3859	4047	4227	4428	4618
9	3570	3748	3932	4128	4339	4537
With Doctorate	3789	3967	4151	4347	4558	4756
10	3680	3864	4055	4258	4475	4677
With Doctorate	3899	4083	4274	4477	4694	4896
11	3785	3969	4177	4385	4599	4807
With Doctorate	4004	4188	4396	4604	4818	5026
12	3899	4097	4300	4510	4740	4955
With Doctorate	4118	4316	4519	4729	4959	5174
13	4022	4219	4429	4650	4878	5099
With Doctorate	4241	4438	4648	4869	5097	5318
14	4136	4342	4556	4787	5027	5253
With Doctorate	4355	4561	4775	5006	5246	5472
15	4258	4475	4700	4930	5183	5416
With Doctorate	4477	4694	4919	5149	5402	5635
16	4387	4607	4837	5077	5332	5573
With Doctorate	4606	4826	5056	5296	5551	5792
17	4513	4744	4986	5230	5498	5747
With Doctorate	4732	4963	5205	5449	5717	5966
18	4657	4889	5134	5385	5664	5920
With Doctorate	4876	5108	5353	5604	5883	6139
19	4790	5034	5279	5546	5826	6090
With Doctorate	5009	5253	5498	5765	6045	6309
20	4932	5194	5450	5720	5998	6271
With Doctorate	5151	5413	5669	5939	6217	6490
21	5091	5345	5609	5896	6188	6470
With Doctorate	5310	5564	5828	6115	6407	6689
22	5247	5505	5784	6069	6368	6656
With Doctorate	5466	5724	6003	6288	6587	6875
23	5403	5667	5958	6247	6562	6858
With Doctorate	5622	5886	6177	6466	6781	7077
24	5560	5839	6131	6434	6758	7064
With Doctorate	5779	6058	6350	6653	6977	7283
25	5734	6019	6318	6635	6967	7283
With Doctorate	5953	6238	6537	6854	7186	7502
26	5909	6201	6513	6833	7178	7505
With Doctorate	6128	6420	6732	7052	7397	7724

Range	Step A	Step B	Step C	Step D	Step E	Step F
27	6077	6373	6696	7032	7390	7725
With Doctorate	6296	6592	6915	7251	7609	7944
28	6270	6569	6905	7249	7610	7954
With Doctorate	6489	6788	7124	7468	7829	8173
29	6448	6763	7105	7461	7836	8192
With Doctorate	6667	6982	7324	7680	8055	8411
30	6642	6971	7321	7689	8070	8437
With Doctorate	6861	7190	7540	7908	8289	8656
31	6836	7183	7540	7917	8315	8692
With Doctorate	7055	7402	7759	8136	8534	8911
32	7052	7402	7773	8161	8571	8960
With Doctorate	7271	7621	7992	8380	8790	9179
33	7260	7629	8010	8405	8827	9227
With Doctorate	7479	7848	8229	8624	9046	9446
34	7479	7849	8242	8660	9094	9507
With Doctorate	7698	8068	8461	8879	9313	9726
35 With Doctorate	7697 7916	8094	8494	8918 9137	9363 9582	9788
36	7931	8313 8333	8713 8752	9182	9582	10007
With Doctorate	8150	8552	8971	9401	9858	10295
37	8167	8578	9005	9455	9935	10285
With Doctorate	8386	8797	9224	9674	10154	10604
38	8414	8839	9278	9747	10228	10691
With Doctorate	8633	9058	9497	9966	10447	10910
39	8669	9108	9559	10036	10542	11018
With Doctorate	8888	9327	9778	10255	10761	11237
40	8935	9381	9845	10334	10856	11351
With Doctorate	9154	9600	10064	10553	11075	11570
41	9201	9663	10134	10651	11179	11684
With Doctorate	9420	9882	10353	10870	11398	11903
42	9478	9950	10450	10972	11522	12045
With Doctorate	9697	10169	10669	11191	11741	12264
43	9762	10248	10758	11297	11868	12406
With Doctorate	9981	10467	10977	11516	12087	12625
44 With Doctorate	10055 10274	10555 10774	11080 11299	11639 11858	12217 12436	12772 12991
45	10274	10774	11413	11985	12436	13166
With Doctorate	10580	11096	11632	12204	12815	13385
46	10659	11196	11756	12342	12964	13554
With Doctorate	10878	11415	11975	12561	13183	13773
47	10992	11531	12109	12715	13360	13965
With Doctorate	11211	11750	12328	12934	13579	14184
48	11310	11878	12472	13096	13747	14369
With Doctorate	11529	12097	12691	13315	13966	14588
49	11651	12237	12846	13499	14170	14812
With Doctorate	11870	12456	13065	13718	14389	15031
50	12007	12605	13232	13897	14590	15250
With Doctorate	12226	12824	13451	14116	14809	15469

 New appointees with no previous out-of-district management experience will be placed at Step A.
 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 preapproval

3. Promotional appointments within the District will be credited on a year-for-year basis without limit.

4. 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.

Board Approved September 9, 2021

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. <u>POSITION</u>

The Board employs the Administrator as «Title», an academic position.

2. **<u>TERM</u>**

The term of this Agreement shall be July 1, 2019 to June 30, 2021.

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. <u>SALARY</u>

The salary beginning July 1, 2019 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. **<u>BENEFITS</u>**

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. **<u>TERMINATION</u>**

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 and District Policy 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 Notwithstanding any other provision of law or of this Agreement, the Board may, unilaterally and without cause or a hearing, terminate this Agreement upon giving of thirty (30) days prior written notice. In consideration for exercise of this right, the District shall pay to Administrator a lump sum equal to the Administrator's salary for the remainder of the unexpired term of this contract or eighteen (18) months, whichever is less, at the salary rate in effect during the Administrator's last month of service. Administrator's acceptance of this severance pay shall be Administrator's sole remedy for such termination, and Administrator shall not be entitled to any other compensation or the continuance of any other benefits except as required by law. This provision is intended to comply with Government Code sections 53260 and 53261, as amended, and in no event shall Administrator be entitled to severance benefits greater than provided for therein. In addition, if Administrator were convicted of a crime involving an abuse of his or her office or position, Administrator would be required to fully reimburse District for any severance benefits provided or any other cash settlement related to his or her termination, in accordance with Government Code section 53243.2. In exchange for the severance benefits to be provided pursuant to this section, Administrator will be required to sign a release and waiver of all claims arising out of his or employment with and separation from District. 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. GOVERNMENT CODE SECTIONS 53243 – 53244 PROVISIONS:

a) In the event that the District provides paid leave to Administrator pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, Employee shall fully reimburse the District for any salary provided for that purpose.

ii) In the event that the District provides for the legal criminal defense of Administrator pending an investigation of a crime involving abuse of his office or position covered by

Government Code section 53243.4 and should that investigation lead to a conviction, Administrator shall fully reimburse the District for any funds provided for that purpose.

iii) In the event the District provides a cash settlement related to the termination of Administrator as defined in this contract and Administrator is subsequently convicted of a crime involving abuse of his office or position covered by Government code section 53243.4, Administrator shall fully reimburse the District for any funds provided for that purpose.

For purposes of this section 8.6, "abuse of office or position" means as defined in iv) Government Code section 53243.4, as may be amended.

If Administrator is convicted by a state or federal trial court of any felony under state or v) federal law for conduct arising out of, or in the performance of, his or her official duties, Administrator shall forfeit any contract right or other common law constitutional or statutory claim against the District to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which he or she may be entitled under any public retirement system in which he is a member. The forfeiture provided herein shall be in addition to, and independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. Employee shall notify the District of any conviction within sixty (60) days of the felony conviction.

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.

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Vice Chancellor, Fiscal Services

By: _______ «Employee», 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. <u>TERM</u>

The term of this Agreement shall be July 1, 2019 to June 30, 2020.

3. <u>DUTIES AND RESPONSIBILITIES</u>

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. <u>SALARY</u>

The salary beginning July 1, 2019 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. <u>BENEFITS</u>

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. <u>SENIORITY</u>

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. <u>EXPIRATION OF TERM AND TERMINATION</u>

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 and District Policy 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 Notwithstanding any other provision of law or of this Agreement, the Board may, unilaterally and without cause or a hearing, terminate this Agreement upon giving of thirty (30) days prior written notice. In consideration for exercise of this right, the District shall pay to Administrator a lump sum equal to the Administrator's salary for the remainder of the unexpired term of this contract at the salary rate in effect during the Administrator's last month of service. Administrator's acceptance of this severance pay shall be Administrator's sole remedy for such termination, and Administrator shall not be entitled to any other compensation or the continuance of any other benefits except as required by law. This provision is intended to comply with Government Code sections 53260 and 53261, as amended, and in no event shall Administrator be entitled to severance benefits greater than provided for therein. In addition, if Administrator were convicted of a crime involving an abuse of his or her office or position, Administrator would be required to fully reimburse District for any severance benefits provided or any other cash settlement related to his or her termination, in accordance with Government Code section 53243.2. In exchange for the severance benefits to be provided pursuant to this section, Administrator will be required to sign a release and waiver of all claims arising out of his or employment with and separation from District.

9. <u>GENERAL TERMS</u>

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. GOVERNMENT CODE SECTIONS **53243** – **53244** PROVISIONS:

a) In the event that the District provides paid leave to Administrator pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, Employee shall fully reimburse the District for any salary provided for that purpose.

ii) In the event that the District provides for the legal criminal defense of Administrator pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4 and should that investigation lead to a conviction, Administrator shall fully reimburse the District for any funds provided for that purpose.

iii) In the event the District provides a cash settlement related to the termination of Administrator as defined in this contract and Administrator is subsequently convicted of a crime involving abuse of his office or position covered by Government code section 53243.4, Administrator shall fully reimburse the District for any funds provided for that purpose.

iv) For purposes of this section 8.6, "abuse of office or position" means as defined in Government Code section 53243.4, as may be amended.

If Administrator is convicted by a state or federal trial court of any felony under state or v) federal law for conduct arising out of, or in the performance of, his or her official duties, Administrator shall forfeit any contract right or other common law constitutional or statutory claim against the District to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which he or she may be entitled under any public retirement system in which he is a member. The forfeiture provided herein shall be in addition to, and independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. Employee shall notify the District of any conviction within sixty (60) days of the felony conviction.

11. **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.

12. **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.

Date:

Date: _____

APPENDIX E: District-Initiated Classification Review Process

The five-year review cycle will be as follows - listed in order of Range # (The projection for a 5-year cycle is subject to change):

Year 1
Fire Station Manager - CC - R21
Fiscal Services Supervisor - CC - R21
Accountant/Budget Analyst - R23
Accounts Payable Manager - R23
Grants Compliance Officer – YCCD - R23
Agricultural Operations Manager - MJC - R24
Child Care Center Manager - R26 Senior Accountant - R26
Campus Life and Student Learning Manager - R28
Campus Safety Manager - R29
Events/Facilities and Duplicating Manager - R29
District Title IX/Civil Rights Compliance Coord - R30
Campus Facilities Manager I – R31
Auxiliary Services Manager -R32
Human Resources Operations Manager - R32
Human Resources Support Services Manager - R32
Payroll Manager - R32
Campus Facilities & Transportation Manager – R33
Business & Accounts Manager - R34
Year 2
Assistant Director - CDTC - R28
Director of Great Valley Museum – MJC - R28
Director of Marketing and Public Relations - R32
Director of Pre-College Programs - R32
Career Services Director - R34
Director of CCC Registry - R34
Director of College Research/Instit Effect – R34
Director of Research & Planning - CC - R34
District Research & Planning Director - R34
Asst Director/Campus Operations Manager - R35
Director of Enterprise Services - R35
Director of Enterprise Services - Applications - R35
Director of Media Services - R35
Director of Regional Fire Training Center - R35
Director of Technology Services - R35
Year 3
Director of Accounting, Grants & Compliance– MJC - R36
Director of Admissions, Records - MJC – R36
Director of Admissions, Records & Veterans Benefits - CC – R36
Director of Child Development Training Consortium – MJC - R36

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Director of External Initiatives - R36
Director of Library and Learning Center - R36
Director of Risk Management, Purchasing and Receiving - R36
Director of Student Access, Retention & Support Services (SSSP) - R36
Director of Student Financial Services - R36
Director of Center of Excellence – MJC - R38
Director of Development – CC - R38
Director of Health Services - R38
Director of Nursing – R38
Director of Student Services - R38
District Director of Public Affairs - R39
Year 4
Associate Dean of Special Funded Programs - R41
Associate Dean of Student Services - R41
Director of Athletics- R45
Director of District Public Safety – R42
Executive Director of the MJC Foundation - R45
Dean of Agriculture, Environmental Sciences and Tech Ed –MJC - R45
Dean of Allied Health, Family & Consumer Sciences - MJC - R45
Dean – School of Arts, Performance & Humanities – MJC - R45
Dean of Arts, Science and Human Performance - CC - R45
Dean of Business, Behavioral & Social Sciences–MJC - R45
Dean of Career and Technical Education - R45
Dean of Counseling - R45
Dean of Enrollment Services – R45
Dean of Instruction and Student Learning - MJC - R45
Dean of Literature & Language Arts and Library & Information Technology - R45
Dean of Planning, Research, Innovation and Institutional Effectiveness - R45
Dean of Physical Recreation & Health Ed – MJC - R45
Dean of Sciences, Math & Engineering – MJC - R45
Dean of Special Programs - R45
Dean of Student Services - R45
Dean of Workforce Development and Lifelong Learning - R45
Senior Director of Facilities Planning, Maintenance and Transportation – YCCD - R46
Senior Director of Human Resources - R46
Senior Director of Information Technology - R46
Year 5
Executive Assistant - R24
Executive Assistant, Office of the Chancellor - R28
Executive Secretary - R20
Executive Secretary, Office of the Chancellor - R24
Senior Human Resources Analyst – R26