

# Leadership Team Handbook

Yosemite Community College District

# 2013



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.



P.O. Box 4065  
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Revised December 2013



## PREFACE

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

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

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

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

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

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

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## Table of Contents

A. DEFINITION OF ADMINISTRATORS [Education Code 87002] .....	1
B. MISSION STATEMENTS AND BOARD POLICIES AND PROCEDURES .....	2
1. Mission Statements .....	2
2. The Leadership Team (Policy 7-8044) .....	2
3. Human Resources Board Policies .....	2
4. Nondiscrimination (Policy 3410) .....	4
5. Sexual Harassment (Policy 3430) .....	4
C. LEADERSHIP TEAM ADVISORY COUNCIL (LTAC) .....	5
1. Mission Statement .....	5
2. Leadership Team Advisory Council (LTAC) Membership .....	5
3. Objectives .....	6
4. Officers' Duties.....	6
5. Team Dues.....	8
D. STATEMENT OF ETHICS.....	10
E. RECRUITMENT AND HIRING .....	11
F. RESPONSIBILITIES .....	12
1. Management Personnel Responsibility .....	12
2. Responsibility Days .....	12
3. Citizenship Rights .....	12
G. COMPENSATION .....	13
1. Salary Schedule Placement Procedure .....	13
2. Doctoral Stipend .....	13
3. Anniversary Date.....	13
4. Longevity Pay .....	14
5. Fringe Benefits .....	14
6. District-paid Health Insurance for Retirees.....	15
7. District-paid Health Insurance for Retirees Age 65 to 70 .....	16
8. Salary Payments.....	17
9. Extra Duty Assignments.....	17
10. Tax Sheltered Annuity/Deferred Compensation .....	17
11. Classification Procedures.....	17
12. Professional Education Program (PEP) .....	17
H. EVALUATION [UNDER REVIEW] .....	19
1. Evaluation of Leadership Team Members (including Faculty Supervisors)	19
I. ABSENCE.....	21
1. Absence Report .....	21
2. Bereavement Leave .....	21
3. Community Service Leave.....	21
4. Holidays.....	21

5. Industrial Accident or Illness Leave .....	22
6. Jury Duty/Court Appearances .....	22
7. Professional Education Leave .....	22
8. Military Leave.....	23
9. Personal Leave of Absence.....	24
10. Personal Necessity Leave [Education Code §88207] .....	24
11. Personal Business Leave .....	24
12. Sick Leave .....	24
13. Extended Sick Leave .....	24
14. Short-Term Disability Plan .....	24
15. Catastrophic Leave .....	25
16. Vacation .....	26
17. Maternity Leave .....	27
18. Family and Medical Leave .....	27
J. REASSIGNMENT/TRANSFER.....	29
1. Reassignment of Educational Administrators to Faculty Ranks .....	29
2. Temporary Administrative Reassignment .....	29
3. Transfer .....	29
K. EMPLOYEE COMPLAINTS/COMPLAINTS CONCERNING EMPLOYEES.....	30
L. EMPLOYMENT CONTRACTS (EMPLOYMENT AGREEMENTS) .....	31
M. NONRENEWAL OF EMPLOYMENT CONTRACT .....	32
N. RESIGNATION.....	33
O. REDUCTION IN FORCE.....	34
1. Educational Administrators .....	34
2. Classified Administrators and Classified Confidentials .....	34
3. Continuation of Benefit Coverage .....	35
P. TERMINATION [UNDER REVIEW].....	36
Q. MANAGEMENT POST-RETIREMENT EMPLOYMENT OPTIONS.....	37
1. Post-retirement Employment Agreement .....	37
APPENDIX A: ACCCA Statement of Ethics.....	39
APPENDIX B: Management Evaluation Form [Under Review] .....	43
APPENDIX C: Management Classifications and Salary Schedule .....	48
APPENDIX D: Glossary of Terms and Definitions.....	52

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

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

## B. MISSION STATEMENTS AND BOARD POLICIES AND PROCEDURES

### 1. Mission Statements

The Leadership Team supports the District and Colleges Mission Statements.

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

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

#### [Columbia College Mission Statement](#)

#### [MJC Mission Statement](#)

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

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

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

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

### 3. Human Resources Board Policies

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

Policy #	Title
7100	<a href="#">Commitment to Diversity</a>
7120	<a href="#">Recruitment and Hiring</a>
7126	<a href="#">Background Check- Employees</a>
7140	<a href="#">Collective Bargaining</a>
7210	<a href="#">Academic Staff</a>



7230	<a href="#"><u>Classified Staff</u></a>
7232	<a href="#"><u>Classification Review</u></a>
7240	<a href="#"><u>Confidential Employees</u></a>
7310	<a href="#"><u>Nepotism</u></a>
7330	<a href="#"><u>Communicable Disease</u></a>
7335	<a href="#"><u>Health Examinations</u></a>
7337	<a href="#"><u>Fingerprinting</u></a>
7350	<a href="#"><u>Resignations</u></a>
7365	<a href="#"><u>Discipline and Dismissal- Classified Employees</u></a>
7370	<a href="#"><u>Political Activity</u></a>
7400	<a href="#"><u>Staff Travel</u></a>
7700	<a href="#"><u>Whistleblower Protection</u></a>
7-8006	<a href="#"><u>Citizen Complaints Concerning Employees</u></a>
7-8036	<a href="#"><u>Tax Sheltered Annuity</u></a>
7-8037	<a href="#"><u>Duties of Employees</u></a>
7-8038	<a href="#"><u>Release of Confidential Information</u></a>
7-8039	<a href="#"><u>Complaints Concerning Employees</u></a>
7-8041	<a href="#"><u>Gifts-Gratuities to Public Employees</u></a>
7-8042	<a href="#"><u>Prohibited Interests and Incompatible Activities</u></a>
7-8043	<a href="#"><u>Legal Authorization for Employment</u></a>
7-8044	<a href="#"><u>Leadership Team</u></a>
7-8045	<a href="#"><u>Employee Evaluation</u></a>
7-8046	<a href="#"><u>Staff Course Fee Reimbursement</u></a>
7-8047	<a href="#"><u>Staffing Academic Positions</u></a>
7-8048	<a href="#"><u>Written Acceptance of Contract</u></a>
7-8049	<a href="#"><u>Academic Senates</u></a>
7-8050	<a href="#"><u>Professional Improvement</u></a>
7-8051	<a href="#"><u>Post-Retirement Employee Options</u></a>
7-8052	<a href="#"><u>Dismissal</u></a>
7-8053	<a href="#"><u>Position Classification Plan</u></a>
7-8055	<a href="#"><u>In-Service Training</u></a>
7-8056	<a href="#"><u>Educational Work Assignment Adjustment</u></a>
7-8057	<a href="#"><u>Civility</u></a>

4. **Nondiscrimination (Policy 3410)**

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

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

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

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

5. **Sexual Harassment (Policy 3430)**

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

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

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

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

**C. LEADERSHIP TEAM ADVISORY COUNCIL (LTAC)**

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

**1. Mission Statement**

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

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

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

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

LTAC shall be comprised of one representative from each of the below listed areas, elected to alternating two-year terms (in order to ensure continuity on the Council). There is a two term limit. Members may run again after sitting out one term.

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

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

### 3. Objectives

In consultation with the Team, the specific objectives of LTAC are:

- a. To provide input into all proposed policies which directly affect the administration, management and operation of the YCCD.
- b. To provide open and frequent communication among Team members.
- c. To apply all available knowledge and information to the improvement of District services.
- d. To encourage and provide the leadership necessary to achieve the educational goals and objectives of the District.
- e. To provide a means whereby economic and welfare concerns of Team members can be addressed, including position descriptions, classification, evaluation, salaries and fringe benefits, promotion, assignment, and transfer.
- f. As an integral part of District participatory governance:
  - The LTAC president is a standing member and sits on the District Council;
  - LTAC participates in Meet and Confer;
  - LTAC provides membership in Districtwide committees when requested.
- g. In developing and/or supporting policy and procedures:
  - LTAC conducts open meetings with the Leadership Team annually or as needed.
- h. In recommending/developing/supporting staff development activities that are applicable to its membership:
  - LTAC supports the District when appropriate in its endeavor to provide training for staff development opportunities for Team members;
  - LTAC will sponsor an annual staff development event.
  - LTAC is dedicated to supporting the District in its pursuit of educational excellence and student success.

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

### 4. Officers' Duties

- a. LTAC President is the officer assigned the responsibility as head of LTAC and lead spokesperson for the Leadership Team. The president is appointed by LTAC for a one-year term, effective January through December. Duties

include but are not limited to the following:

- Sit on District Council and communicating discussions with the Leadership Team.
- Attend monthly meetings with the Chancellor and Vice Chancellor of Human Resources to discuss matters of importance to the Leadership Team and to maintain open communications.
- Lead and facilitate Leadership Team Trainings and Open Meetings.
- Provide the LTAC report to the Board of Trustees at their regular monthly meetings.
- Second signatory on LTAC bank account.

b. LTAC Treasurer is the officer assigned the primary responsibility of overseeing the management and reporting of the LTAC finances. The treasurer is appointed by LTAC for a one-year term, effective January through December. Duties include but are not limited to the following:

- Bank account maintenance and financial transaction oversight - Signing checks, monitor online banking and accuracy of statements, knowledge about who has access to the funds, and any outstanding bills or debts owed, as well as developing systems for keeping cash flow manageable.
- Reports - Preparing monthly Treasurer's Reports to be shared at the LTAC meetings and totals published in the meeting highlights. Prepare a Year End Treasurer's Report that is sent via email at the beginning of the year when dues are requested.
- Dues - Organize collection of dues each January: Request for dues, collect payment, deposits payment and monitor list of current managers after payment has been received.
- Good Will Acknowledgements - Oversee the implementation of Good Will Acknowledgements guidelines for LTAC: Send twice a year reminder to members to tell an LTAC person when someone needs an acknowledgement, purchase and send cards and coordinate and pay Memorial Donations. Include a summary of the GWA in the monthly and end of the year treasurer's reports.

c. LTAC Recorder is the officer assigned the primary responsibility of writing and distributing the monthly meeting notes. The recorder is appointed by LTAC for a one-year term, effective January through December. Duties include but are not limited to the following:

- Take notes during LTAC meetings and transcribe them into the LTAC Highlights.
- Distribute the LTAC Highlights to the Leadership Team after each meeting.
- Prepare agendas for meetings with the help of the President.
- Maintain files pertaining to LTAC (most of which are on a flash drive).

- Schedule meeting rooms for LTAC meetings.
- Prepare and track Leadership Team surveys, votes, etc., as directed (usually using SurveyMonkey.com). (This duty can be shared with other LTAC members.)
- Third signatory on bank account, if needed.

## 5. Team Dues

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

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

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

**D. STATEMENT OF ETHICS**

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

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



## E. RECRUITMENT AND HIRING

Recruitment, screening and selection of management staff for new openings shall be conducted in accordance with District Board Policy on Diversity ([Board Policy 7100](#)). In keeping with this policy, staff selection shall be based on open competition for both entry to and promotion within management vacancies. Standard procedure on screening committees shall be applied to the examination process. District employees shall be encouraged to seek promotional appointments.

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

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

## F. RESPONSIBILITIES

### 1. Management Personnel Responsibility

Leadership employees have major responsibilities for promoting educational leadership, formulating and recommending District policies, administering District programs, adjudicating grievances and supervising and evaluating District employees. The workday for management personnel shall include all service provided within a 24-hour period.

The expectation is a minimum of a 40-hour work week. However, recognizing that management responsibilities may result in some managers working in excess of normal office hours, compensatory time off may be provided on an informal basis.

### 2. Responsibility Days

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

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

### 3. Citizenship Rights

Leadership Team employees have the same rights and responsibilities as any citizen living in a democracy to participate in political and governmental affairs, including such rights as voting or refraining from voting, discussing the social, political and economic issues of the day in public meetings; supporting candidates, accepting appointive or elective public office, or holding office in political parties. Management employees, because of their position in the District, should make it clear that they are speaking or acting as individuals and not as employees of the Colleges, District or Board of Trustees. [[Board Policy 7370](#), Political Activity]

## G. COMPENSATION

### 1. Salary Schedule Placement Procedure

#### a. New Appointments:

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

#### b. Promotional Appointments:

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

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

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

### 2. Doctoral Stipend

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

### 3. Anniversary Date

#### a. Appointment:

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

#### b. Promotion:

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

- c. Reclassification:  
Reclassification may affect anniversary date and/or step placement and are subject to the Meet & Confer Process with LTAC and District Administration.
- d. Reorganization:  
Reorganization, if equal to a minimum of two ranges, shall change an employee's anniversary date. Each employee's anniversary date shall be the first day of the month following initial appointment or later promotion, except if appointed or promoted on the first working day of the month, then that date is the anniversary date.

#### 4. Longevity Pay

Management employees, working in permanent status, earn longevity pay after five (5) years of continuous total service with the District. Credit for continuous employment will be given for leaves of absence approved by the Board of Trustees, including military leave. The amount of the payment will be \$100 per each year of service to be paid annually. There is no maximum cap on longevity pay.

The longevity payment will be paid in a lump sum around November 30 to all qualified management employees on the payroll as of November 30. Eligible Leadership Team members retiring with an effective date of retirement from June 1 to November 30 shall qualify for a prorated portion of annual longevity pay. The annual longevity pay period is December 1 to November 30.

#### 5. Fringe Benefits

- a. The following fringe benefits are provided by the District for all eligible management employees:
  - Health Insurance (employee and dependents)
  - Dental Insurance (employee and dependents)
  - Life Insurance (employee only) \$50,000 level term
  - Vision Insurance (employee and dependents)
  - Income Protection Insurance (employee only)
- b. Retirement:
  - Classified Management/Classified Confidentials - PERS and Social Security
  - Certificated Management - STRS
- c. Subject to approval by the insurance carrier, eligibility for participation in the District's health insurance program (medical, dental, vision and life) by part-time management employees (minimum 50 percent management assignment) with simultaneous part-time temporary teaching assignments shall

reflect the total of the two assignments for the duration of the temporary teaching appointment. Nothing herein is intended to provide benefit eligibility at the higher level on a permanent basis or a continuing interest in a part-time teaching assignment.

#### 6. District-paid Health Insurance for Retirees

The following is a summary of health benefits provided for YCCD retirees meeting eligibility requirements. The District provides health benefits for the retiree plus spouse/domestic partner and dependents as outlined below.

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

##### a. Eligibility requirement for District paid retiree health coverage:

- Effective August 21, 2004, the following shall be required to qualify for District-paid pre-65 retiree medical benefits under Board Policy: Any combination of the retiree's minimum age 50 (at last birthday preceding Board approved retirement date) plus full years of regular (probationary or permanent) District service equivalent to 70 years or more ("Rule of 70").
- Effective July 1, 2004, the District will cover the retiree plus spouse/domestic partner and dependents with medical benefits to retiree's age 70; **unless hired on or after July 1, 2004**. The District's intent is to provide new hires with District-paid retiree medical benefits to the retiree's age 65 only plus spouse/domestic partner. However, if during the term of this agreement the federal government increases the minimum age 65 requirement for Medicare eligibility, the District agrees to continue retiree medical benefits until the retiree reaches that age.
- Effective July 1, 2013, the District will continue to provide medical benefits as noted above for employees hired prior to July 1, 2013. For employees hired on or after July 1, 2013, the District shall pay the 2013-2014 base premium rate at a cap of \$1,361 a month for the employee plus spouse/domestic partner and eligible dependents until retiree age 65. In order to qualify, the retiree must meet the following criteria:
  - Retire from CalSTRS/CalPERS (whichever applies)
  - Be a minimum of 55 years old
  - Have a minimum of 20 years of service with the District

Dental, vision and life coverage will cancel at the time of retirement. Team members may purchase dental and vision insurance for up to 18 months through

COBRA. The life insurance can be converted to a private policy; conversion information can be obtained from the [Human Resources Benefits Office](#).

b. Continuation of Group Health Plan Coverage Under COBRA:

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

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

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

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

- a. Prior to the retiree reaching age 65, it is important to contact the Social Security Administration to coordinate Medicare A and B enrollment. Once approved for Medicare A and B, the District's Benefits Office will need a copy of the Medicare card.
- b. It is to the retiree's advantage to purchase both Medicare A and B - as health coverage premiums are based on the retiree at age 65 having Medicare A and B. If Medicare A and B is not purchased, you will incur lifetime penalties from the Social Security Administration and may result in your having to participate in the premium cost.
- c. The District will pay the premium associated with the integration of Medicare and the District's health plan until the retiree reaches age 70 or death, whichever occurs first.
- d. Medicare becomes the primary carrier and the selected District's health plan will be the secondary coverage.
- e. Retirees do not need to apply for Medicare's prescription coverage, the District has determined that the prescription coverage offered through your selected health plan is as good as the standard Medicare prescription coverage; you can keep this coverage and not pay extra if you later decide to enroll in Medicare's prescription coverage. You will receive separate prescription I.D. cards from the health provider.
- f. Please note District paid medical benefits apply to the retiree and spouse only; should the retiree have eligible dependents, the retiree will incur a portion of the premium cost.
- g. After age 70, the retiree may continue to purchase the District's health coverage until death. Upon the death of the retiree, the surviving spouse, at

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

**8. Salary Payments**

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

**9. Extra Duty Assignments**

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

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

**10. Tax Sheltered Annuity/Deferred Compensation**

According to [Board Policy 7-8036](#), the Yosemite Community College District will accommodate requests to participate in tax sheltered annuity programs in accordance with the Internal Revenue Code, the California Revenue and Taxation Code, and the guidelines established by the District.

**11. Classification Procedures**

a. Under [Board Policy and Procedure 7232](#), the District conducts a classification and salary study of classified positions at least every five years. Team members may request review of their administrative assignments during the scheduled study. The implementation of reclassifications shall be established by the Chancellor in consultation with LTAC.

b.

**12. Professional Education Program (PEP)**

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

b. 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.

- c. Team members approved for PEP participation shall be eligible to claim reimbursement for approved expenses (receipts required) associated with PEP activity including tuition/registration fees, lodging and travel not to exceed \$1,500 per fiscal year for all approved PEP activities. In addition, managers may request Professional Education Leave for approved activities in accordance with procedures noted in [Section I.7](#).
- d. 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. EVALUATION [UNDER REVIEW]

### 1. Evaluation of Leadership Team Members (including Faculty Supervisors)

- a. The primary purpose of evaluation is to improve the performance of Team members. The Chancellor, in consultation with LTAC, developed the process to provide a consistent evaluation process throughout the District. The statement of ethics by the ACCCA is included as Appendix A for reference and describes general expectations of performance. Specific duties and responsibilities are included in job descriptions.
- b. Team members shall be evaluated at least twice annually during the first contract year of employment (including any transfers, appointments and/or promotions to positions subsequent to original hire). Thereafter, Team members shall be evaluated at least once annually.
- c. The management annual evaluation process will follow a three-year cycle. The process will include the following:
  - Annual one-on-one evaluation with the direct supervisor; and
  - Every third year, in addition to the above, a confidential evaluation survey will be sent to designated classified staff, colleagues, faculty and/or college representatives.
- d. Faculty and classified staff reporting to or working closely with an administrator shall be given an opportunity to contribute to the administrator's performance evaluation by completing a staff input form.
  - This instrument shall be distributed, collected and tabulated by the Chancellor, President or designee.
  - Staff shall be given two weeks to submit the form.
- e. Established procedure shall be adhered to in completing performance evaluations.
  - The immediate supervisor will complete the evaluation with the review by the next highest level of administration.
  - Provision shall be made for review and discussion by the immediate supervisor and the evaluatee.
  - The employee will sign the report to indicate review and will receive a copy after all reviews have been completed.
  - All completed evaluations require review by the Chancellor and Vice Chancellor of Human Resources prior to placement in personnel files.

- The Human Resources office will place the original in the employee's personnel file.
- Performance evaluations shall be completed on the prescribed form. (See Appendix B.)

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

## I. ABSENCE

### 1. Absence Report

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

### 2. Bereavement Leave

- a. Team members shall be granted a leave, up to five (5) days with pay in the event of death of a member of the immediate family. Bereavement Leave may be taken nonconsecutively. Under special circumstances, additional days may be authorized by the Chancellor or designee.
- b. "Immediate family" is defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, foster parent, foster child, step parent, step child, aunt, uncle, niece, nephew, cousin, or any relative/person living in the immediate household of the Team member.
- c. Team members may be permitted up to four (4) hours paid leave to attend the funeral services of a YCCD employee or retiree. Funeral service leave will be reported on the District's absence form.

### 3. Community Service Leave

When a Team member employee holds a responsible position in a community group or organization, and is elected 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 (4<sup>th</sup>) day of paid leave dependent upon the calendar and mutual agreement.
- b. Team members receive 14 holidays per year. The following holidays are included by law: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Years' Day, Martin Luther King Day, Lincoln Day, Washington Day, and Memorial Day. Four additional local holidays will also be granted, including Friday before Thanksgiving Day, Christmas Eve, New Year's Eve in lieu of Admissions Day, and a "floating holiday" granted in lieu of the traditional Spring Day holiday.

- c. Floating Holiday: Eligible Team members receive a “floating holiday,” equal to 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 shall not be carried over beyond June 30.
- d. New employees in their first year of employment, are eligible for the Floating Holiday if hired before April 1.

5. Industrial Accident or Illness Leave

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

6. Jury Duty/Court Appearances

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

7. Professional Education Leave

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

- a. Goal: The objective of this leave is to encourage and facilitate continuing education and professional growth by Team members and thereby strengthen programs and services to students.
- b. Activities: Program participation shall normally be limited to the following activities:

- 1) Graduate Study: Academic course work in an accredited institution beyond the Bachelor's Degree leading to the attainment of an advanced degree in educational administration or a related field. Normally, enrollment in a minimum of 6 units is required. Exceptions may be considered dependent upon the number of leave days requested.
  - 2) Independent Research/Travel: Intensive independent study of a significant complex issue or challenge facing the District and colleges. A written proposal for such study including problem/need analysis, research methodology, itinerary and expected outcome shall be filed with the administrator's application for leave. In addition, a follow-up report indicating results and recommendations shall be filed following completion of the leave.
- c. Approval: All requests for leave shall be submitted via an Absence Form and shall be subject to prior approval by the Team member's supervisor, and the respective College President or Vice Chancellor (for Central Services). All requests shall be subject to approval by the Chancellor and confirmation by the Board of Trustees.
- d. Other Conditions: Other terms and conditions of participation include:
- 1) The 40 days of paid professional education leave may be taken consecutively, non-consecutively, or may be combined with accumulated vacation to provide a maximum leave of 82 days within one academic year.
  - 2) Paid professional education leave shall not exceed a total of 40 days within three consecutive academic years.
  - 3) Reimbursement for related expenses (including tuition, registration fees, lodging or travel) may be accommodated through separate Professional Education Program (PEP) reimbursement procedures and shall not exceed \$1,500 per fiscal year for all approved PEP activities. Receipts are required.
  - 4) All professional education leaves shall be scheduled at the convenience of the District and in a manner which will normally preclude the need for a replacement.

## 8. Military Leave

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

9. **Personal Leave of Absence**

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

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

Accumulated sick leave may be used by a Team member in cases of personal necessity. No such accumulated leave in excess of seven (7) days may be used in any academic year. Personal necessity leave will be charged to accumulated sick leave and shall not be a matter of personal desire or convenience. An absence form shall be completed certifying the reason for personal necessity leave. In the case of a scheduled absence for personal necessity, prior approval shall be obtained from the immediate supervisor.

11. **Personal Business Leave**

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

12. **Sick Leave**

Team members shall earn one day of sick leave for each month of employment, up to a maximum of 12 days per year. Employees working less than a 12-month assignment receive prorated sick leave accrual. Sick leave may be accumulated without limitation, and may be transferred to or from any district in California as provided by law [[Education Code §88202](#); [§87779](#)]. The District reserves the right to require medical verification for any absence charged to sick leave.

13. **Extended Sick Leave**

Upon the expiration of current and accumulated sick leave and industrial accident and illness leave (if applicable), a disabled Team member may qualify for extended sick leave at fifty percent (50%) of daily pay. The “maximum period payable” for extended sick leave is 100 workdays, not to exceed one year from date of disability. If Catastrophic Leave is used, then see [Section 15](#). For more details, contact [HR Benefits](#).

14. **Short-Term Disability Plan**

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

continuously absent from their job for one year, the Team member will be placed on a 39-month medical rehire list. For more details, contact [HR Benefits](#).

## 15. Catastrophic Leave

### a. Donation Plan

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

### b. Process for Requesting a Donation

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

### c. Process for Making Donations

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

- d. Use of Donations
- 1) The donated sick leave may be used only when the recipient employee has exhausted accumulated sick leave and either is not eligible for long-term disability or is eligible but has not begun to receive the long-term coverage.
  - 2) One day of donated leave shall be used as compensation to increase one day of extended sick leave to one day of regular (full pay) sick leave for the recipient employee.
  - 3) Donated sick leave shall not extend the total number of days of the recipient employee'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 employee. 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 employees sell and/or exchange sick leave for monetary or other considerations.
  - 6) If the recipient employee does not use all donated sick leave, the sick leave shall be returned to the donor.

For more details, contact [HR Benefits](#).

## 16. Vacation

- a. Except as provided in 16.c., twelve (12) month Team members earn 21 (eight-hour) days of vacation per academic year at an accrual rate of 14 hours per month. Employees working less than a 12-month assignment receive prorated vacation accrual.
- b. Vacation is to be taken at the convenience of the District.
- c. After 15, 20, and 25 years of service with the District, Team members shall earn one additional vacation day per academic year:
  - At 15 years-22 days (14.67 hours per month);
  - At 20 years-23 days (15.33 hours per month);
  - At 25 years-24 days (16 hours per month).
- d. Except as approved by the Chancellor or his/her designee, a Team member may accrue a maximum of 42 days (336 hours) vacation.
- e. Team members who have a vacation leave balance in excess of 42 days (336 hours), shall be considered to have excess vacation leave. Effective January



2014, Team members who still have excess vacation leave will cease to accrue vacation until such time as 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 CFRA employee can then take 12 weeks of CFRA baby bonding leave. The first 12 weeks of PDL can run concurrently with 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](#).

#### a. FMLA - Eligibility

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

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

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

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

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

## J. REASSIGNMENT/TRANSFER

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

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

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

Other educational administrators meeting the requirements of [Education Code §87458](#) and these procedures shall have status as first year, probationary faculty upon reassignment to the faculty.

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

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

### 2. Temporary Administrative Reassignment

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

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

### 3. Transfer

Team members may request to move to another position either within or across occupational lines. Consideration shall be given to such factors as comparable duties and responsibilities, levels of compensation, minimum qualifications, and employee performance. Team members may transfer into an equal or lower position with the approval of the immediate supervisor and the Chancellor. For more details, contact [HR Operations](#).

K. **EMPLOYEE COMPLAINTS/COMPLAINTS CONCERNING EMPLOYEES**

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

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

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

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

**Complaint File**

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

**L. EMPLOYMENT CONTRACTS (EMPLOYMENT AGREEMENTS)**

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

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

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

**M. NONRENEWAL OF EMPLOYMENT CONTRACT**

The Employment Agreement expires at the end of the term specified in the Agreement. Any notice to an Educational Administrator, Classified Administrator or Classified Confidential that the Agreement will not be renewed shall be effective the next July 1 after notification on or before March 15 of that year.

Failure to provide such notice will result in the Agreement continuing for one year with all other conditions and terms remaining unchanged. [[Education Code §72411](#)]

**N. RESIGNATION**

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

[\(Policy 7350\)](#)

## O. 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 may assume an available faculty position in a faculty service in which the standards developed by the District and Academic Senate for equivalency are satisfied if the Administrator:

- a. was employed in an academic position prior to July 1, 1990; or
- b. has otherwise attained tenure in an academic position with the District prior to his/her administrative appointment; or
- c. has served at least two years at the District as a faculty member and/or administrator in a regularly funded position and meets the requirements of [Education Code §87458](#).

If no position is available, an Educational Administrator has a preferential right to reappointment for a period of 39 months.

### 2. Classified Administrators and Classified Confidentials

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

- a. Classified Administrators and Classified Confidentials who have attained permanency in a classified position with the District prior to his/her administrative appointment:
  - 1) shall be laid off in the order determined by the employee's date of hire in regular classified employment with the District as identified in the classified management seniority list;
  - 2) shall be laid off in order of seniority in a multiple incumbent administrative job classification, or if two or more administrators have equal seniority, the determination of who should be laid off shall be made by lot;
  - 3) may displace a less senior employee in an equal or lower non-administrative classification previously held by the administrator;



If no position is available, has a preferential right to reappointment for a period of 39 months.

3. **Continuation of Benefit Coverage**

Team members may qualify for continuing benefit coverage following layoff at their own expense consistent with federal legislation. Contact the [Human Resources Benefits Office](#) for more information.

P. **TERMINATION [UNDER REVIEW]**

Language revisions are pending the Meet-and-Confer process. For information, see your individual Employment Contracts.

## Q. MANAGEMENT POST-RETIREMENT EMPLOYMENT OPTIONS

### 1. Post-retirement Employment Agreement

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

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

- a. The Team member must have retired from regular employment with the District.
- b. As a condition of initial employment, the retiree may be asked to submit a medical certificate showing that he/she is free from any disabling disease unfitting him/her to associate with students. The medical certificate shall be completed and submitted directly to the District by a licensed physician. A medical exam shall be required for completion of the medical certificate. Such examination shall be conducted not more than six months before the completion and submission of the certificate and shall be at the expense of the retiree. [\[Education Code §87408.5\]](#)
- c. The retiree agrees to render services as assigned by the District at times established by the District.
- d. For non-teaching assignments within the retiree's former job classification, the District agrees to pay the retiree for each day worked at a daily rate of pay (or prorated portion thereof) based upon the range and step placement of the retiree in the fiscal year of retirement, including subsequent cost-of-living salary adjustments. For teaching services requiring certification, the retiree shall be paid in accordance with the terms and conditions of the certificated part-time hourly salary schedule (maximum Step 10), including subsequent cost-of-living salary adjustments. Teaching assignments will not exceed 67% percent of the hours per week considered a full-time assignment for regular employees having comparable duties, either on a semester or academic year basis. In addition, the District reserves the right to offer a lesser rate of pay consistent with the nature of duties and responsibilities assigned. For STRS retirees, the total annual salary under this agreement shall not exceed statutory

limitations. For PERS retirees, total workdays and/or hours shall not exceed statutory limitations.

- e. Duration of post-retirement employment agreements shall not exceed one (1) fiscal year. Said agreements may be renewed at the sole discretion of the District on a year-to-year basis. The District reserves the right to terminate the agreement for cause.
- f. With the exception of income protection coverage and supplemental life insurance coverage, the District will continue health and welfare benefits as though the retired person were on regular full-time employment, subject to acceptance/approval of the carriers.
- g. This option may be enacted only upon the written request of a retired manager who meets the eligibility requirements and agrees to the conditions above. Requests shall be submitted to the College President or appropriate Central Services administrator and, if approved, will be forwarded to the Chancellor. If approved by the Chancellor, the request will be presented to the Board of Trustees.

# APPENDIX A: ACCCA Statement of Ethics

# ACCCA Statement of Ethics

## A Definition of Ethics

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

## Importance of Ethics

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

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

## Expectations for Ethical Behavior

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

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

The consistent exercise of integrity is ethical behavior.

## **RESPONSIBILITIES OF ADMINISTRATORS**

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

I. With respect to students, the community college administrator has the responsibility:

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

## RIGHTS AND DUE PROCESS

A community college administrator should have the right:

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

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

*Date: December 19, 2011*



# APPENDIX B: Management Evaluation Form [Under Review]

## YOSEMITE COMMUNITY COLLEGE DISTRICT MANAGEMENT APPRAISAL INSTRUMENT

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

**INSTRUCTIONS:** Please indicate your evaluation of this person's ability to perform in the categories shown below. Circle the appropriate number (1-5) where the individual's ability would rate in your judgment. The scale assumes a mark of one (1) to be a poor rating and five (5) to be an excellent rating.

### I. KNOWLEDGE OF POSITION

	Poor				Excellent
	1	2	3	4	5
1. Possesses general knowledge of position and how it integrates with District operation(s).	1	2	3	4	5
2. Possesses specific knowledge of various aspects	1	2	3	4	5

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### II. MANAGEMENT PLANNING

3. Makes plans carefully and adequately.	1	2	3	4	5
4. Is alert to recognize or devise useful innovations.	1	2	3	4	5
5. Does a good job of systematizing and coordinating units of work.	1	2	3	4	5
6. Maintains knowledge of pertinent details of duties and responsibilities of subordinate staff.	1	2	3	4	5
7. Uses sound judgment in the recommendation for selection and use of staff.	1	2	3	4	5

Comments: \_\_\_\_\_  
\_\_\_\_\_

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**III. TIME UTILIZATION**

- |    |                                                     |   |   |   |   |   |
|----|-----------------------------------------------------|---|---|---|---|---|
| 8. | Conducts his/her work as expeditiously as possible. | 1 | 2 | 3 | 4 | 5 |
| 9. | Completes essential work on time.                   | 1 | 2 | 3 | 4 | 5 |

Comments: \_\_\_\_\_

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**IV. FISCAL RESPONSIBILITY**

*(May not be applicable for all positions.)*

- |     |                                                                                  |   |   |   |   |   |
|-----|----------------------------------------------------------------------------------|---|---|---|---|---|
| 10. | Follows appropriate techniques in budget development.                            | 1 | 2 | 3 | 4 | 5 |
| 11. | Maintains adequate records and makes judicious decisions of budget expenditures. | 1 | 2 | 3 | 4 | 5 |

Comments: \_\_\_\_\_

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**V. ACCOMPLISHMENT**

- |     |                                                                         |   |   |   |   |   |
|-----|-------------------------------------------------------------------------|---|---|---|---|---|
| 12. | Willingly accepts additional responsibilities.                          | 1 | 2 | 3 | 4 | 5 |
| 13. | Copes with interruptions and/or emergencies in his/her work completely. | 1 | 2 | 3 | 4 | 5 |
| 14. | Quality of work meets accepted standards for the position.              | 1 | 2 | 3 | 4 | 5 |

Comments: \_\_\_\_\_

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**VI. COMMUNICATION SKILLS**

- |     |                                                                               |   |   |   |   |   |
|-----|-------------------------------------------------------------------------------|---|---|---|---|---|
| 15. | Possesses necessary verbal and written communication skills for the position. | 1 | 2 | 3 | 4 | 5 |
|-----|-------------------------------------------------------------------------------|---|---|---|---|---|

Comments: \_\_\_\_\_

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**VII. RELATIONS WITH STAFF**

- |                                                                                                     |   |   |   |   |   |
|-----------------------------------------------------------------------------------------------------|---|---|---|---|---|
| 16. Acknowledges accomplishments of staff appropriately and sincerely.                              | 1 | 2 | 3 | 4 | 5 |
| 17. Possesses insight into the problems encountered by his/her staff.                               | 1 | 2 | 3 | 4 | 5 |
| 18. Is honest and consistent in dealing with all staff.                                             | 1 | 2 | 3 | 4 | 5 |
| 19. Delegates appropriate responsibility and authority.                                             | 1 | 2 | 3 | 4 | 5 |
| 20. Maintains adequate supervision and discipline of subordinate staff.                             | 1 | 2 | 3 | 4 | 5 |
| 21. Considers appropriate alternatives before making a decision.                                    | 1 | 2 | 3 | 4 | 5 |
| 22. Is emotionally poised and calm.                                                                 | 1 | 2 | 3 | 4 | 5 |
| 23. Does not allow personal problems to affect job performance.                                     | 1 | 2 | 3 | 4 | 5 |
| 24. Encourages differences in viewpoint.                                                            | 1 | 2 | 3 | 4 | 5 |
| 25. Provides for in-service training of staff.<br><i>(May not be applicable for all positions.)</i> | 1 | 2 | 3 | 4 | 5 |

Comments: \_\_\_\_\_

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**VIII. PUBLIC/COMMUNITY RELATIONS**

- |                                                 |   |   |   |   |   |
|-------------------------------------------------|---|---|---|---|---|
| 26. Seeks to maintain good community relations. | 1 | 2 | 3 | 4 | 5 |
|-------------------------------------------------|---|---|---|---|---|

Comments: \_\_\_\_\_

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**IX. NARRATIVE EVALUATION**

27. Areas of Commendation:

28. Areas Needing Improvement:

29. General Comments:

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Evaluator

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Date

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Evaluatee

*This signature verifies that I have reviewed this evaluation.*

# APPENDIX C: Management Classifications and Salary Schedule

YOSEMITE COMMUNITY COLLEGE DISTRICT – EMPLOYEE CLASSIFICATIONS

Management and Confidential Placements – sorted by Classification

CLASSIFICATION	RANGE	CLASSIFICATION	RANGE
<b>Management Placements:</b>			
Accountant.....	23	District Director of Public Affairs .....	39
Accounting Services Manager .....	26	District Research & Planning Director .....	34
Accounts Payable Supervisor .....	19	Family-Child Care Services Manager-CC .....	28
Agricultural Operations Manager-MJC .....	24	Fire Station Manager .....	21
Assistant Director-CDTC .....	28	Fiscal Services Supervisor .....	21
Assistant Director/Campus Operations Manager.....	37	Food Service Supervisor .....	15
Associate Dean, Special Funded Programs .....	41	Grants Manager-YCCD .....	38
Auxiliary Services Accounting Manager-MJC.....	26	Human Resources Coordinator .....	24
Auxiliary Services Manager I-CC .....	29	Human Resources Operations Manager.....	32
Auxiliary Services Manager II-MJC.....	32	Internal Auditor/Budget Analyst.....	36
Business Services Manager .....	32	IT Manager .....	35
Campus Facilities Manager, CS .....	32	Manager of International Contract Programs.....	28
Campus Security Supervisor.....	21	Mechanical/Energy Systems Manager-YCCD .....	28
Coordinator – CLASS Pilot Project.....	25	Payroll Manager.....	30
Dean of Ag.Environmental Sciences&Tech Ed-MJC	45	Risk Services Coordinator .....	19
Dean of Allied Health, Family& Consumer		STEM Center Manager .....	28
Sciences-MJC .....	45	Senior Accountant.....	26
Dean of Arts,Humanities & Communications-MJC.	45	Transportation Services Manager .....	25
Dean of Business,Behavioral&Social Sciences-MJC	45		
Dean of Community and Economic Dev-MJC .....	45	<b>Confidential Placements:</b>	
Dean of Counseling & Student Services-MJC.....	45	Executive Assistant.....	20
Dean of Instructional Services,Arts & Sciences-CC	45	Executive Secretary .....	17
Dean of Literature & Language Arts and Library &		Executive Secretary, Office of the Chancellor.....	20
Information Technology-MJC.....	45	Foundation Assistant.....	17
Dean of Matriculation,Admissions,&Records-MJC.	45	Human Resources Employment Analyst .....	18
Dean of Physical Recreation & Health Ed-MJC.....	45		
Dean of Sciences, Math &Engineering-MJC.....	45		
Dean of Student Services-CC .....	45		
Dean of Technical Education&Workforce Dev.....	45		
Dean of Vocational Ed & Community Dev-CC .....	45		
Director of Admissions, Records&Assessment-CC.	29		
Director of Campus Safety-YCCD .....	37		
Director of CCC Registry .....	34		
Director of Center of Excellence-MJC .....	33		
Director of Child Dev Training Consortium.....	36		
Director of College Research & Planning .....	34		
Director of Development-CC .....	38		
Director of Facilities Planning & Operations-YCCD	42		
Director of Grants & Resource Dev (Title 5),MJC...	38		
Director of Health Services .....	38		
Director of Information Tech &Media Services-CC	35		
Director of Information Tech &Media Services-MJC	35		
Director of Pre-College Programs .....	32		
Director of Purchasing & Receiving Operations .....	36		
Director of Student Financial Services .....	36		
Director of Title V/Early College Programs.....	39		
District Employment Manager .....	34		

<b>YOSEMITE COMMUNITY COLLEGE DISTRICT                      MANAGEMENT SALARY SCHEDULE                      2013-2014 (2%)                      Effective July 1, 2013</b>						
Range	Step A	Step B	Step C	Step D	Step E	Step F
1	2,423	2,539	2,671	2,801	2,949	3,082
2	2,498	2,618	2,753	2,889	3,035	3,172
3	2,567	2,703	2,837	2,979	3,128	3,270
4	2,653	2,782	2,924	3,070	3,226	3,372
5	2,729	2,868	3,009	3,159	3,317	3,467
6	2,808	2,955	3,103	3,259	3,417	3,572
7	2,895	3,042	3,196	3,357	3,529	3,689
8	2,986	3,134	3,296	3,451	3,624	3,788
9	3,074	3,227	3,386	3,554	3,737	3,907
10	3,168	3,327	3,492	3,667	3,853	4,027
11	3,259	3,417	3,596	3,775	3,960	4,139
12	3,357	3,529	3,703	3,883	4,081	4,266
13	3,463	3,633	3,813	4,005	4,200	4,391
14	3,561	3,738	3,924	4,121	4,328	4,524
15	3,667	3,853	4,047	4,246	4,463	4,664
16	3,777	3,968	4,166	4,371	4,591	4,799
17	3,886	4,084	4,292	4,502	4,735	4,949
18	4,010	4,210	4,421	4,637	4,877	5,098
19	4,124	4,334	4,546	4,775	5,016	5,244
20	4,248	4,471	4,692	4,925	5,166	5,400
21	4,384	4,602	4,830	5,076	5,328	5,570
22	4,518	4,740	4,980	5,226	5,484	5,732
23	4,651	4,880	5,130	5,379	5,650	5,906
24	4,787	5,028	5,279	5,540	5,819	6,082
25	4,937	5,183	5,440	5,712	5,999	6,270



**YOSEMITE COMMUNITY COLLEGE DISTRICT  
MANAGEMENT SALARY SCHEDULE  
2013-2014 (2%)  
Effective July 1, 2013**

Range	Step A	Step B	Step C	Step D	Step E	Step F
26	5,088	5,340	5,608	5,883	6,181	6,462
27	5,232	5,489	5,767	6,054	6,363	6,651
28	5,399	5,656	5,946	6,242	6,552	6,849
29	5,552	5,824	6,118	6,425	6,747	7,053
30	5,719	6,003	6,304	6,621	6,949	7,264
31	5,886	6,185	6,493	6,817	7,160	7,485
32	6,072	6,373	6,692	7,027	7,380	7,714
33	6,252	6,569	6,897	7,237	7,600	7,945
34	6,440	6,759	7,097	7,457	7,831	8,186
35	6,628	6,970	7,314	7,679	8,063	8,428
36	6,830	7,175	7,536	7,907	8,300	8,676
37	7,032	7,387	7,753	8,141	8,555	8,942
38	7,246	7,610	7,989	8,392	8,807	9,206
39	7,465	7,842	8,230	8,642	9,077	9,488
40	7,693	8,077	8,477	8,898	9,349	9,773
41	7,924	8,320	8,727	9,170	9,626	10,061
42	8,162	8,567	8,998	9,448	9,922	10,371
43	8,406	8,825	9,263	9,728	10,219	10,682
44	8,658	9,089	9,541	10,022	10,520	10,997
45	8,922	9,366	9,829	10,319	10,846	11,337
46	9,178	9,641	10,122	10,628	11,164	11,670
47	9,465	9,929	10,427	10,949	11,503	12,024
48	9,738	10,227	10,739	11,277	11,836	12,373
49	10,032	10,537	11,062	11,624	12,201	12,754
50	10,339	10,854	11,393	11,967	12,562	13,131

1. A \$2,261 per year (\$188.42 per month) Doctoral Stipend is provided for an earned doctorate.
2. New appointees with no previous out-of-district management experience will be placed at Step A.
3. New appointees with out-of-district management experience will receive year-for-year credit for prior management service to a maximum of Step C. Exceptions require Chancellor pre-approval.
4. Promotional appointments within the District will be credited on a year-for-year basis without limit.
5. Bargaining unit members (CSEA and YFA) promoting to management will receive credit for prior non-management experience with the District on a ratio of one column for each 3 years to a maximum placement at Step C and will be placed at a step which results in no less than a 5% salary increase not to exceed Step F.

*Board Approved July 10, 2013*

# APPENDIX D: Glossary of Terms and Definitions

## GLOSSARY OF TERMS AND DEFINITIONS YOSEMITE COMMUNITY COLLEGE DISTRICT

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

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

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

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

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

<b>Meet and Confer</b>	To enable the Leadership Team Advisory Council to meet with District representatives to discuss working conditions, salary and benefits, and other related issues that concern the entire Leadership Team. Proposals or agreements reached during these meetings are subject to review and approval by the District and the Board of Trustees.
<b>Member of Immediate Household</b>	A person whose regular residence is the home of the employee and who has resided with the employee for at least twelve (12) continuous months.
<b>Nonrenewal of Contract</b>	According to <a href="#">Education Code §72411</a> , Leadership Team members are “at will” employees, who do not earn tenure in their positions. Notice of nonrenewal of contract must be received in writing on or before March 15.
<b>President’s Cabinet</b>	The President’s Cabinet consists of the College Presidents and College Vice Presidents. College Presidents are part of the Chancellor’s Cabinet and not considered members of the Leadership Team. However, Vice Presidents are members of the Leadership Team.
<b>Professional Education Program (PEP)</b>	Leadership Team members are allowed to spend up to \$1,500 per year toward their professional education or development. Funds for this purpose are located at College Administrative Services for Team members located at the colleges and at the Vice Chancellor of Human Resources office for Team members located at Central Services.
<b>Retreat Rights</b>	<p>An educational administrator who earned tenure as a faculty member prior to becoming an administrator has retreat rights back to that faculty position.</p> <p>A classified administrator or classified confidential who earned seniority in a classified position prior to becoming an administrator or confidential has retreat rights back to that classified position.</p>
<b>Sick Leave</b>	Days for which an employee is paid but is not required to work because of illness or injury. Leadership Team members accrue eight (8) hours of sick leave per month.
<b>Spouse</b>	A husband or wife according to California state law.

<b>Stability Pay</b>	See Longevity Pay.
<b>Tax Sheltered Annuity (TSA)</b>	Within the provisions of California law, it is the policy of the Governing Board to honor the written request of employees to allow purchase of an individual tax-sheltered annuity.
<b>Term Limits</b>	LTAC members are elected for two-year terms. They are limited to two terms. They must then sit out at least one term before being nominated to return.
<b>Vacation</b>	Every community college district shall grant to regular management employees an annual vacation at the regular rate of pay earned at the time the vacation is commenced. The vacation shall be as determined by the District.
<b>Voluntary Demotion</b>	A voluntary reduction in hours of a regular assignment by an employee in a specific position or a voluntary movement to another position in a lower classification.
<b>Y-Rated</b>	Current salary is frozen.
<b>Yosemite Faculty Association (YFA)</b>	YFA is the faculty bargaining unit at the Yosemite Community College District.