



Human Resources Master Plan

2014-2017

Office of Human Resources Development and Personnel Services
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Introduction and Executive Summary

The core purpose of the Yuba Community College District is clear: to ensure success for every student by name and to equip each student with the skills, competence and confidence for success after college.

The core purpose of the Office of Human Resource Development and Personnel Services is equally clear: to facilitate student success by hiring, retaining and developing a highly qualified diverse faculty, classified employees and management.

The Office of Human Resources Development and Personnel Services provides leadership and support to the colleges and district in all matters of personnel services, including but not limited to hiring and recruitment, EEO compliance, employment relations, collective bargaining, personnel investigation matters, employee benefits, professional development, workplace safety (worker's compensation and risk management) and employee discipline. The Office of Human Resources is the direct service provider to the colleges for all of the colleges' human resources functions and services.

ACCJC Standard III.A. addresses standards for human resources for California Community Colleges. The standard specifically provides as follows:

The institution employs qualified personnel to support student learning programs and services wherever offered and by whatever means delivered, and to improve institutional effectiveness. Personnel are treated equitably, are evaluated regularly and systematically, and are provided opportunities for professional development. Consistent with its mission, the institution demonstrates its commitment to the significant educational role played by persons of diverse backgrounds by making positive efforts to encourage such diversity. Human resource planning is integrated with institutional planning.

In accordance with the ACCJC standards, our mission is to support the Yuba Community College District's students, employees, and communities by recruiting, developing, and retaining highly qualified and diverse employees to build a professional, fair, and inclusive educational and working environment. This Human Resources Master Plan clearly and comprehensively demonstrates how the district is meeting the ACCJC accreditation standards.

The Office of Human Resources Development and Personnel Services also oversees the Yuba Community College District Police Department. The Police Department is the law enforcement agency responsible for the safety and security of all of the students, faculty and staff at all of the college and district sites. The Police Department is responsible for, among other things, the Comprehensive School Site Safety Programs and District's Disaster Preparedness Program. The Police Department is POST (Police Officers Standard Training)-certified and employs sworn peace officers, administrative

support staff, cadets and sworn reserve officers. The Department's primary jurisdiction includes all of the property owned or controlled by the District.

The Office of Human Resources and the Police Department are collectively engaged and excited about the future of their collective roles in changing both the operational efficiencies, as well as the climate and culture, of the District. We are working collaboratively throughout the District, to perform our role in improving student success, increasing operational efficiencies, addressing our state and federal mandates and developing core competencies for our employees in faculty, staff and administration. Our ultimate goal is to become a "best practices" model for California community colleges in human resources and personnel management and school safety.

In keeping with both the spirit and the letter of the ACCJC Standards of having clearly identified written policies and procedures that are transparent and widely disseminated throughout the district, the Office of Human Resources, in collaboration with its college and district stakeholders, developed this Human Resources Master Plan. The Master Plan is a multi-year comprehensive framework and procedural guideline that addresses all of the human resources needs of the colleges and district services.

The Master Plan was developed with four primary goals in mind. First, the Human Resources Master Plan was designed and developed to give the colleges and district services predictability and clear direction on establishing the appropriate levels of staffing and staff support to effectively serve students at the colleges. Second, the Master Plan was designed and developed to create greater accountability between the colleges and district. Third, the Master Plan creates greater efficiency in the human resources planning and service delivery systems, which will allow the colleges and district services to more easily fill vacancies, forecast future needs, conduct more effective performance management and professional development activities. Fourth and finally, the Master Plan creates greater connectivity between the colleges and district services by fostering more effective communication and collaboration.

The Master Plan identifies four (4) coequal "pillars" which support the human capital of the institution. These "pillars" are discussed and explained in the Master Plan in separate chapters. These "pillars" support the foundation of the educational community to insure that the district achieves its ultimate purpose of student success.

The four (4) chapters of the Plan are as follows:

1. Chapter 1—Equity and Diversity
2. Chapter 2—Staffing Planning
3. Chapter 3—Professional Development
4. Chapter 4—Personnel and Employment Relations Services

The Equity and Diversity chapter discusses the district's compliance with its legal obligations for equal opportunity employment. This chapter sets forth the district's Board approved EEO Plan, as well as its activities to promote diversity and inclusion

throughout the institution. This chapter is the cornerstone upon which the district's human resources services are established.

The Staffing Planning chapter addresses the policies, practices and protocols by which the colleges and district services conduct staffing. Local college planning drives local college staffing decisions. This chapter discusses the framework through which staffing decisions are made in the colleges and district services and the service provider role that the Office of Human Resources provides to the colleges and district services in the staffing planning process.

The Professional Development chapter addresses how the colleges and district identify and cultivate core competencies for all employees—faculty, staff and management. This chapter focuses on the district's role and responsibilities in staff development for the colleges and district services.

Finally, the Personnel and Employment Relations Services chapter outlines all of the other human resources services that the Office of Human Resources provides to the colleges and district services. This chapter serves as a "User's Manual" to clearly identify and explain how to effectively access these myriad of human resources functions.

Each of these chapters will comprehensively demonstrate how the colleges and district are meeting the ACCJC standards for human resources planning and services. Moreover, these chapters will clearly explain how the institution hires highly qualified faculty and staff, and how these employees are developed, evaluated and supported to fulfill the institution's mission of student success. Moreover, each of these chapters serves as a comprehensive "user's manual" for the reader to demonstrate how these particular functions and services are accessed and evaluated.

The Human Resources Master Plan is a "living document". The Master Plan recognizes that our policies, procedures and practices are designed first and foremost to serve students in conformity with the Title 5 and the California Education Code. This Master Plan is regularly reviewed and evaluated through the colleges and district services institutional planning and review processes with the goal of continuous quality improvement. The Office of Human Resources, as a direct service provider to the college and district service, will continue to actively engage its college and district services "customers" and stakeholders with the expressed intention of constantly improving this framework for the benefit of serving students.

Human Resources Master Plan

The Office of Human Resources would like to acknowledge the following stakeholders for their role in the development and design of the Human Resources Master Plan:

Chancellor's Executive Team (CHEX)
Woodland Community College Administration
Yuba College Administration
Woodland Community College Academic Senate
Yuba College Academic Senate
Yuba College-College Council
Woodland Community College-College Council
Yuba College Faculty Association
California School Employees Association
Educational Supervisors Association
Police Officers Association
Administrative Support Team
District Management Council
Liebert Cassidy Whitmore
Johnson Schachter & Lewis
Community College League of California
North 14
Association of Chief Human Resource Officers
Keenan and Associates

Chapter 1: Equity and Diversity

Executive Summary

Yuba Community College District spans over 4,200 square miles in eight counties, employs in excess of 400 permanent employees and serves over 10,000 students per year throughout the District's colleges and outreach facilities. As one of the largest key employers and contributors to the communities within the District, the District strives to provide a high quality education that will ensure a diverse, trained and motivated workforce. Supporting the principles of equity and diversity in the workforce is a pivotal component of providing the best possible educational experience. The District's Equal Employment Opportunity Plan (EEO Plan) is the framework that will be used to develop policies and services to promote equal employment opportunity, promote inclusiveness and foster the values of inclusion and diversity.

Purpose of the Equal Employment Opportunity Plan

The Yuba Community College District's Equal Employment Opportunity (EEO) Plan addresses the requirements of Education code section 87106(b) for compliance with the Board of Governors regulations on equal employment opportunity hiring and applicable state and federal nondiscrimination statutes, and for guidelines in improving the equality of opportunity.

California community college districts are responsible for the preparation of an equal employment opportunity plan to be submitted and approved by the Chancellor's Office. "Equal Employment Opportunity" means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the district. Equal employment opportunity should exist at all levels and in all job categories listed in section 53004(a) of Title 5 of the California Code of Regulations (henceforth referred to as "Title 5" or referenced by section number). Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and that is welcoming to all individuals. An "Equal Employment Opportunity Plan" is a written document in which a district's workforce is analyzed and specific plans and procedures are set forth for ensuring equal employment opportunity.

Objectives of the EEO Plan

The objectives of the District's Equal Employment Opportunity Plan and Guidelines are to:

- Address the legal requirements for the District's Equal Employment Opportunity Plan, pursuant to section 53003 of Title 5.
- Provide guidance that will assist in the goal of achieving a diverse workforce.
- Assist in the development of materials to train faculty and staff on the components of the Equal Employment Opportunity Plan requirements.

Adoption of the EEO Plan

The District's Equal Employment Opportunity Plan (Plan) was adopted by the Governing Board in January, 2015*. The Plan reflects the District's commitment to equal employment opportunity. It is the District's belief that taking active and vigorous steps to ensure equal employment opportunity and

creating a working and academic environment which is welcoming to all, will foster diversity, promote excellence and provide a positive student learning experience.

Through an educational experience in an inclusive environment, our students will be better prepared to work and live in an increasingly global society. The Plan's immediate focus is equal employment opportunity in its recruitment and hiring policies and practices pursuant to the applicable Title 5 regulations (section 53000 et seq.) and the steps the District shall take in the event of underrepresentation of monitored groups. The Plan contains an analysis of the demographic makeup of the District's workforce population. The Plan also includes the requirements for a complaint procedure for noncompliance with the Title 5 provisions relating to equal employment opportunity programs; complaint procedures in instances of unlawful discrimination; establishment of an Equal Employment Opportunity Advisory Committee; methods to support equal employment opportunity and an environment which is welcoming to all; and procedures for dissemination of the Plan. To properly serve a growing diverse population, the District will endeavor to hire and retain faculty and staff who are sensitive to, and knowledgeable of, the needs of the continually changing student body and community it serves.

The Yuba Community College District has maintained its commitment to equal employment opportunity and diversity processes and practices which were in place prior to the passage of Proposition 209, and thereafter Yuba Community College District continues to affirm equal employment opportunity and diversity as part of the District's core values.

Plan Component and Guidelines

Plan Component 1 – Introduction

The plan reflects the District's commitment to equal employment opportunity.

Plan Component 2 – Definitions

Definitions are provided to clarify technical or problematic concepts so everyone will attach the same meaning to the terms used throughout the document.

Plan Component 3 – Policy Statement

The District has made a commitment to ensuring that all qualified applicants have the same opportunity of being selected and that no candidate is given special consideration or discriminated against.

Plan Component 4 – Delegation of Responsibility, Authority and Compliance

Ultimate responsibility for implementation of the EEO Plan rests with the Board of Trustees. The Board delegates this responsibility to the Chancellor and designates the Director of Human Resources and Personnel Services as the EEO Officer. The EEO Officer is responsible for the day-to-day administration of compliance with regulations governing EEO.

Plan Component 5 – Advisory Committee

The EEO Committee serves as the District advisory body on EEO matters.

Plan Component 6 – Complaints

The District has a complaint process for any person who feels the EEO regulations have been violated. This section explains the process for submitting a complaint.

Plan Component 7 – Notification to District Employees

Each year the Human Resources Office will provide all employees with a copy of the Board's EEO Policy Statement and a written notice summarizing the provisions of the EEO Plan. Additionally, the EEO Policy Statement and Plan is available to District employees through various means, including the District's website.

Plan Component 8 – Training for Screening/Selection Committees

Those serving as the Equal Employment Opportunity (EEO) Representative and participating in the recruitment, screening, and selection of candidates must receive training within twelve (12) months prior to service. This training will consist of Title 5 regulations on equal employment opportunity, state and federal nondiscrimination laws, the EEO Plan requirements, and the District's policies on nondiscrimination, recruitment, and hiring.

Plan Component 9 – Annual Written Notice to Community Organizations

The District will make written notification of the EEO Plan to community and professional organizations annually.

Plan Component 10 – Analysis of District Workforce and Applicant Pool

The District will survey the workforce composition on an annual basis including seven categories of employees. Additionally, the District will evaluate the progress in implementing the EEO Plan and determine whether any monitored group is underrepresented.

Plan Component 11 – Analysis of Degree of Under Representation and Significant Under Representation

The EEO Committee will develop a process to determine the degree of under representation and significant under representation.

Plan Component 12 – Methods to Address Under Representation

To address any under representation of monitored groups, the EEO Committee will review recruitment sources, job announcements, qualified applicant pools and screening/selection committee procedures.

Plan Component 13 – Additional Steps to Remedy Significant Under Representation

If the EEO Committee determines that significant under representation exists, the committee will identify additional measures to attract candidates.

Plan Component 14 – Other Measures Necessary to Further Equal Employment Opportunity

The Board of Trustees has adopted the "Diversity Plan for Yuba Community College District" to address other measures necessary to further equal employment opportunity.

Plan Component 15 – Persons with Disabilities: Accommodations and Goals for Hiring

Applicants and employees with disabilities shall receive reasonable accommodations consistent with state and federal law. The District may take additional steps that take disability into account to achieve projected representation.

Plan Component 16 – Graduate Assumption Program of Loans for Education

The District will inform students about the Graduate Assumption Program of Loans for Education (GAPLE). The GAPLE program is currently unfunded.

Adoption of Equal Employment Opportunity Plan

Section 53003(a) of Title 5 requires the District's Governing Board to develop and adopt a District-wide written Equal Employment Opportunity Plan to implement its equal employment opportunity program. The District's Plan and any revisions must be submitted to the California Community College (CCC) Chancellor's Office for review and approval. Section 53003(b) requires the District to review its Plan at least every three (3) years and, if necessary, revise and submit it to the CCC Chancellor's Office. The District must notify the CCC Chancellor at least thirty days (30) prior to adopting any other amendments to its Plan.

Plan and Guidelines

Plan Component 1: Introduction

The District's Plan was adopted by the Governing Board on May 15, 2009. This Plan reflects the District's commitment to equal employment opportunity. It is the District's belief that equal employment opportunity and creating a working and academic environment, which is welcoming to all, will foster diversity and promote excellence. This Plan's immediate focus is on equal employment opportunity in its policies and practices pursuant to the applicable Title 5 regulations (section 53000 et seq.)

Plan Component 2: Definitions

Adverse Impact: a statistical measure (such as those outlined in the EEO Commission's *Uniform Guidelines on Employee Selection Procedures*) that is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group defined in terms of ethnic group identification, gender, or disability. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.

Business Necessity: circumstances which justify an exception to the requirements of section 53021(b)(1) because compliance with that section would result in substantial additional financial cost to the District or pose a significant threat to human life or safety. Business necessity requires greater financial cost than mere business convenience. Business necessity does not exist where there is an alternative that will serve business needs equally well.

Diversity includes, but is not limited to, ethnicity, color, language, accent, immigration status, ancestry, national origin, age, gender, ideology, religion or spirituality, sexual orientation,

transgender, marital status, socioeconomic status, veteran status, and physical or mental disability.

Equal Employment Opportunity: means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist and all levels and in all job categories listed in section 53004(a). Ensuring equal employment opportunity also involved creating an environment that fosters cooperation, acceptance, democracy and free expression of ideas and that is welcoming to men and women, persons with disabilities and individuals from all ethnic groups protected from discrimination by Title 5, section 53000 et seq.

Equal Employment Opportunity Plan: a written document in which the District's workforce is analyzed and specific plans and procedures are set forth for ensuring equal employment opportunity.

Equal Employment Opportunity Programs: all the various methods by which equal employment opportunity is ensured. Such methods include, but are not limited to, using nondiscriminatory employment practices, actively recruiting, monitoring and taking additional steps consistent with the requirements of section 53006.

Ethnic Group Identification: means an individual's identification in one or more of the ethnic groups reported to the CCC Chancellor pursuant to section 53004. These groups shall be more specifically defined by the CCC Chancellor consistent with state and federal law.

Ethnic Minorities: American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African-Americans, and Hispanics/Latinos.

Goals for Persons with Disabilities: a statement that the District will strive to attract and hire additional qualified persons with a disability in order to achieve the level of projected representation for that group by a target date established by taking into account the expected turnover in the workforce and the availability of persons with disabilities who are qualified to perform a particular job. Goals are not "quotas" or rigid proportions.

In-house or Promotional Only Hiring: means that only existing District employees are allowed to apply for a position.

Monitored Group: means those groups identified in section 53004(b) for which monitoring and reporting is required pursuant to section 53004(a).

Person with a Disability: any person who (1) has a physical or mental impairment as defined in Government Code, section 12926 which limits one or more of such person's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. A person with a disability is "limited" if the condition makes the achievement of the major life activity difficult.

Projected Representation: the percentage of persons from a monitored group determined by the CCC Chancellor to be available and qualified to perform the work in question.

Reasonable Accommodation: the efforts made on the part of the District to remove artificial or real barriers, which prevent or limit the employment and upward mobility of persons with disabilities. “Reasonable accommodations” may include the items designated in section 53025.

Screening or Selection Procedures: any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to traditional paper and pencil tests, performance tests, and physical, educational, and work experience requirements, interviews, and review of application forms.

Significantly Under Represented Group: any monitored group for which the percentage of persons from that group employed by the District in any job category listed in section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.

Target Date: a point in time by which the District plans to meet an established goal for persons with disabilities and thereby achieve projected representation in a particular job category.

Timetable: a set of specific annual hiring objectives that will lead to meeting a goal for persons with a disability by a projected target date.

Plan Component 3: Policy Statement

The District is committed to the principles of equal employment opportunity and will implement a comprehensive program to put those principles into practice. It is the district’s policy to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subject to discrimination in any program or activity of the district on the basis of ethnic group identification, race, color, national origin, religion, age, sex, physical disability, mental disability, ancestry, sexual orientation, language, accent, citizenship status, transgender status, parental status, marital status, economic status, veteran status, medical condition, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.¹ The district will strive to achieve a workforce that is welcoming to both women and men, persons with disabilities and individuals from all races, ethnic and other groups to ensure the district provides an inclusive educational and employment environment. Such an environment fosters cooperation, acceptance, democracy and free expression of ideas. An Equal Employment Opportunity Plan will be maintained to ensure the implementation of equal employment opportunity principles that confirm to federal and state laws.

Plan Component 4: Delegation of Responsibility, Authority and Compliance

¹ Individuals in the protected categories bolded above, and those perceived as having or associated with persons or groups having or perceived to have one or more of these characteristics, are covered by the nondiscrimination regulations adopted by the Board of Governors (Title 5, sections 59300 et seq.). Individual districts may broaden the scope of protected categories, and in some cases may be required to do so by other law or local ordinance. Although districts may broaden who is protected under their nondiscrimination statement, these additional groups will not be entitled to the safeguards under the Title 5 regulations in regards to appeal and/or review by the Chancellor’s Office.

It is the goal of the District that all employees promote and support equal employment opportunity because equal employment opportunity requires a commitment and a contribution from every segment of the District. The general responsibilities for the prompt and effective implementation of this Plan are set forth below.

Governing Board: The Governing Board is ultimately responsible for proper implementation of the District's Plan at all levels of District and College operation, and for ensuring equal employment opportunity as described in this Plan.

Chief Executive Officer: The Governing Board delegates to the Chief Executive Officer, the Chancellor of the District, the responsibility for ongoing implementation of this Plan and for providing leadership in supporting the District's equal employment opportunity policies and procedures. The Chief Executive Officer shall advise the Governing Board concerning statewide policy emanating from the Board of Governors of the California Community Colleges and direct the publication of an annual report on Plan implementation. The Chief Executive Officer shall evaluate the performance of all administrative staff who report directly to him/her on their ability to follow and implement the Plan.

Equal Employment Opportunity Officer: The District has designated the Chief Human Resources Officer as its Equal Employment Opportunity Officer who is responsible for the day-to-day implementation of the Plan. If the designation of the Equal Employment Opportunity Officer changes before this Plan is next revised, the District will notify employees and applicants for employment of the new designee. The Equal Employment Opportunity Officer is responsible for administering, implementing and monitoring this Plan and for assuring compliance with the requirements of Title 5, sections 53000 et seq. The Equal Employment Opportunity Officer is also responsible for receiving complaints described in Plan Component 6 and for ensuring that applicant pools and selection procedures are properly monitored.

Equal Employment Opportunity Advisory Committee: The District will establish an Equal Employment Opportunity Advisory Committee to act as an advisory body to the Equal Employment Opportunity Officer and the District as a whole to promote understanding and support of equal employment opportunity policies and procedures. The Equal Employment Opportunity Advisory Committee shall assist in the implementation of this Plan in conformance with state and federal regulations and guidelines, assist in monitoring equal employment opportunity progress, and provide suggestions for Plan revisions as appropriate.

Agents of the District: Any organization or individual, whether or not an employee of the District, who acts on behalf of the Governing Board with regard to the recruitment and screening of personnel, is an agent of the District and is subject to all the requirements of this Plan.

Good Faith Effort: The District shall make a continuous good faith effort to comply with all the requirements of this Plan.

Plan Component 5: Advisory Committee

In accordance with this Plan, the District has established a District Equal Employment Opportunity Committee as the authorized advisory committee as outlined in the Equal Employment Opportunity Purpose Statement.

Plan Component 6: Complaints

Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Section 53026):

The District has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity regulations have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the sixty (60) day limitation.

Complaints alleging violations of this Plan that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. A complainant may not appeal the District's determination pursuant to section 53026 to the CCC Chancellor's Office, but under some circumstances, violations of the equal employment opportunity regulations in Title 5 may constitute a violation of a minimum condition for receipt of state aid. In such a case, a complaint can be filed with the CCC Chancellor's Office, but the complainant will be required to demonstrate that he/she made previous reasonable, but unsuccessful, efforts to resolve the alleged violation at the District level using the process provided by section 53026. See *California Community Colleges (CCC) Chancellor's Office Guidelines for Minimum Conditions Complaints* at:

<http://www.cccco.edu/divisions/legal/guidelines/Guidelines%20for%20Minimum%20Conditions%20Complaints.htm>.

The district may return without action any complaints that are inadequate because they do not state a clear violation of the EEO regulation. All returned complaints must include a district statement of the reason for returning the complaint without action.

The complaint shall be filed with the Equal Employment Opportunity Officer. If the complaint involves the equal employment opportunity officer, the complaint may be filed with the chief executive officer of the district. To the extent practicable, a written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. The equal employment opportunity officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

In the event that a complaint filed under section 53026 alleges unlawful discrimination, it will be processed according to the requirements of section 59300 et seq.

Complaints Alleging Unlawful Discrimination or Harassment (Section 59300 et seq.): The District has adopted procedures for complaints alleging unlawful discrimination or harassment. The Chief Human Resources Officer is responsible for receiving such complaints and for coordinating their investigation in accordance with established policies. The Chief Human Resources Officer may designate may assign investigation responsibilities, as appropriate. The District's discrimination and sexual harassment complaint policies and procedures are stated in the following policies and regulations located at the District website: <http://www.boarddocs.com/ca/yccd/board.nsf/public>

AP 3410- Non-discrimination

AP 3430- Prohibition of Harassment

AP 3435- Discrimination and Harassment Investigations

Plan Component 7: Notification to District Employees

The commitment of the Governing Board and the Chief Executive Officer to equal employment opportunity is emphasized through the broad dissemination of its Equal Employment Opportunity Policy Statement and this Plan. The policy statement will be printed in College catalogs and class schedules. This Plan and subsequent revisions will be distributed to the District's Governing Board, the Chief Executive Officer, administrators, the academic senate leadership, union representatives and members of the District Equal Employment Opportunity Advisory Committee. This Plan will be available on the District's website, and when appropriate, may be distributed by e-mail. Each year, the District Office will provide all employees with a copy of the Governing Board's Equal Employment Opportunity Policy Statement (located in Plan Component 3 of this Plan) and written notice summarizing the provisions of the District's Equal Employment Opportunity Plan. The Human Resources Office will provide all new employees with a copy of the written notice described above when they commence their employment with the District. The annual notice will contain the following provisions:

1. The importance of the employee's participation and responsibility in ensuring this Plan's implementation.
2. Where complete copies of this Plan are available, including in each college/campus library, on the District and College websites, the Office of the Chief Executive Officer, the Office of Human Resources, each department office, and each college/campus Office of Equal Employment Opportunity.

Plan Component 8: Training for Screening/Selection Committees

Any organization or individual, serving as the Equal Employment Opportunity Representative, who is involved in the recruitment and screening/selection of personnel shall receive appropriate training on the requirements of the Title 5 regulations on equal employment opportunity (section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the District's Equal Employment Opportunity Plan; and the District's policies on nondiscrimination, recruitment, and hiring. Persons serving in the above capacities will be required to receive training within the twelve (12) months prior to service. This training is mandatory; individuals who have not received this training will not be allowed to serve on screening/selection committees as the

Equal Employment Opportunity Representative. The Equal Employment Opportunity Officer is responsible for providing the required training to any individual, whether or not an employee of the District acting on behalf of the District with regard to recruitment and screening of employees is subject to the equal employment opportunity requirements of Title 5 and the District's Equal Employment Opportunity Plan.

Plan Component 9: Annual Written Notice to Community Organizations

The Equal Employment Opportunity Officer will provide annual written notice to appropriate community-based and professional organizations concerning this Plan. The notice will inform these organizations that they may obtain a copy of this Plan, and shall solicit their assistance in identifying diverse qualified candidates. The notice will include a summary of this Plan. The notice will also include the website address where the District advertises its job openings and the names, departments and phone numbers of individuals to call in order to obtain employment information. A list of organizations, which will receive this notice, is attached to this Plan. This list may be revised from time to time as necessary.

Plan Component 10: Analysis of District Workforce and Applicant Pool

The categories listed in section 53004(a) are: 1) Executive/Administrative/Managerial; 2) Faculty and other Instructional Staff; 3) Professional Non-faculty; 4) Secretarial/Clerical; 5) Technical and Paraprofessional; 6) Skilled Crafts; 7) Service and Maintenance.

The Office of Human Resources will annually survey the District's workforce composition and shall monitor applicants for employment on an ongoing basis to evaluate the District's progress in implementing this Plan, to provide data needed for the reports required by this Plan and to determine whether any monitored group is underrepresented. Monitored groups are men, women, American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African-Americans, Hispanics/Latinos, Caucasians, and persons with disabilities².

For purposes of the survey and report each applicant or employee will be afforded the opportunity to voluntarily identify his/her gender, ethnic group identification and, if applicable, his/her disability. Persons may designate as many ethnicities as they identify with, but shall be counted in only one ethnic group for reporting purposes. This information will be kept confidential and will be separated from the applications that are forwarded to the screening/selection committee and hiring administrator(s). This survey will be done for each College in the District and the District Office. The District will annually report to the CCC Chancellor the results of its annual survey of employees. At least every three (3) years the Plan will be reviewed and, if necessary, revised based on an analysis of the ethnic group identification, gender, and disability composition of existing staff and of those who have applied for employment in each of the seven identified job categories listed above³.

² The Asian subgroup breakdown must be reported in the annual reports, but the breakdown by Asian subgroups is not necessary when addressing the issue of under representation in the Plan

³ Title 5 section 53004(a) does not require the Plan to break down the "Faculty and other Instructional Staff" category into discipline and part-time subcategories. However, since these are the categories the CCC Chancellor's Office will likely use when providing availability data, the District has chosen to use the same categories.

Templates to report the District's workforce and applicant pools for the District Office, Woodland Community College, and Yuba College are as follows:

9/18/14- FOLLOWING CHARTS PROVIDED TO MARIBEL/EVELYN FOR UPDATING

Workforce Analysis		
Annual Report Date: _____		
_____ District Office	_____ Woodland Community College	_____ Yuba College

	Total	Male (M)	Female (F)	American Indian M/F⁴	Black/African American M/F	Asian/Pacific Islander M/F	Hispanic M/F	White M/F	Other Unknown Race/Sex
Exec/Admin									
Professional Non-Faculty									
Secretarial/Clerical									
Technical and Paraprofessional									
Skilled Craft									
Service and Maintenance									
Faculty- Adult Education									
Faculty- Career Education									
Faculty-English									
Faculty- Health and P.E.									
Faculty- Humanities									
Faculty- Instructional and Support Services									
Faculty- Mathematics									
Faculty- Natural Sciences									
Faculty- Social Sciences									
Faculty-Part-Time									
Persons with Disabilities									

⁴ Title 5 does not require a gender breakdown within the ethnicity and disability groupings. It has been included on the reports to provide greater clarity.

Asian/Pacific Islander Subgroup Workforce Analysis

District Office
 Woodland Community College
 Yuba College

Annual Report Date: _____

	Total	Chinese	Japanese	Filipino	Korean	Vietnamese	Asian Indian	Hawaiian	Guamanian	Laotian	Cambodian	Samoan
Exec/Admin												
Professional Non-Faculty												
Secretarial/Clerical												
Technical and Paraprofessional												
Skilled Crafts												
Service and Maintenance												
Faculty-- Adult Education												
Faculty-- Career Education												
Faculty--English												
Faculty-- Health and P.E.												
Faculty--Humanities												
Faculty--Instructional and Support Services												
Faculty--Mathematics												
Faculty-- Natural Sciences												
Faculty-- Social Sciences												
Faculty--Part-Time												

Analysis of Applicant Pools

____ District Office ____ Woodland Community College ____ District Office

Annual Report Date: _____

	Total	Male (M)	Female (F)	American Indian/ Alaskan Native M/F	Black/ African- American M/F	Asian/ Pacific Islander M/F	Hispanic/ Latino M/F	White M/F	Other/ Unknown Race/Sex	Persons w/ Disabilities M/F
Exec/Admin										
Professional/ Non-Faculty										
Secretarial/Clerical										
Technical and Paraprofessional										
Skilled Crafts										
Service and Maintenance										
Faculty– Adult Education										
Faculty– Career Education										
Faculty–English										
Faculty– Health and P. E.										
Faculty– Humanities										
Faculty– Instructional and Support Services										
Faculty - Mathematics										
Faculty– Natural Sciences										
Faculty– Social Sciences										
Faculty–Part-Time										

Asian/Pacific Islander Subgroup Analysis of Applicant Pool

_____ District Office _____ Woodland Community College _____ Yuba College

Annual Report Date: _____

	Total	Chinese	Japanese	Filipino	Korean	Vietnamese	Asian Indian	Hawaiian	Guamanian	Laotian	Cambodian	Samoan
Exec/Admin												
Professional Non-Faculty												
Secretarial/Clerical												
Technical and Paraprofessional												
Skilled Crafts												
Service and Maintenance												
Faculty-Adult Education												
Faculty-Career Education												
Faculty-English												
Faculty-Health and P. E.												
Faculty-Humanities												
Faculty-Instructional and Support Services												
Faculty-Mathematics												
Faculty-Natural Sciences												
Faculty-Social Sciences												
Faculty-Part Time												

Plan Component 11: Analysis of Degree of Under Representation and Significant Under Representation

The EEO Advisory Committee will utilize data to analyze and determine the degree of under representation and significant under representation.

Plan Component 12: Methods to Address Under Representation

The equal employment opportunity provisions below are applicable to all full-time and part-time hiring, including any hiring meant to address the ratio of full-time to part-time faculty that may be required by Education Code section 87482. 6.

To address any identified under representation of monitored groups pursuant to Plan Component 11, the District will revise its recruitment and hiring procedures and policies in accordance with the following provisions. These provisions will be in place henceforth, whether or not under representation exists, because the provisions are also valuable in ensuring equal employment opportunity. The District's Recruitment and Hiring Procedures will be revised to include in its section on recruitment the following provisions:

Recruitment: The District will use recruitment sources that provide diverse pools of candidates. The District's Equal Employment Opportunity Advisory Committee is encouraged to utilize and notify the District of additional recruitment options that may enable the District to obtain a diverse pool of applicants. All job announcements will state that the District is an "Equal Employment Opportunity Employer." The District will include in the recruitment section of its Recruitment and Hiring Procedures the following provisions:

Recruitment for all open positions may include placement of job announcements in the following instruments:

- General circulation newspapers, general circulation publications, and general market radio and television stations, including electronic media.
- Local and regional community newspapers.
- Newspapers, publications, and radio and television stations that provide information in languages other than English and to low-income communities.
- Publications, including electronic media that are distributed to the general market and to newspapers, publications, and radio and television stations, whose primary audience is comprised of groups found to be under represented in the District's workforce.
- Recruitment booths at job fairs or conferences oriented to both, the general market and the economically disadvantaged as well as those events drawing significant participation by groups found to be under represented in the District's workforce.

Job Announcements: The District's Recruitment and Hiring Procedures section on "Job Announcements" will be revised to include the following provisions:

Job announcements will state clearly job specifications setting forth the knowledge, skills, and abilities necessary to job performance. For all positions, job requirements will include a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students. Job specifications, including any “required,” “desired,” or “preferred” qualifications beyond the state minimum qualifications which the District wishes to utilize, will be reviewed by the Equal Employment Opportunity Officer before the position is announced, to ensure conformity with equal employment opportunity regulations and state and federal nondiscrimination laws. All job announcements shall state that the District is an “Equal Employment Opportunity Employer.”

Review of Initial and Qualified Applicant Pools:

- The application for employment will provide each applicant an opportunity to voluntarily identify his/her gender, ethnic group identification and, if applicable, his/her disability. This information will be kept confidential and used only in research, validation, monitoring, evaluating the effectiveness of the District's equal employment opportunity program, or any other purpose specifically authorized by any applicable statute or regulation.
- After the application deadline has passed, the composition of the initial applicant pool will be analyzed to ensure that any failure to obtain projected representation for any monitored group is not due to discriminatory recruitment procedures. If necessary, the application deadline will be extended and additional recruitment will be conducted that eliminates discriminatory recruitment procedures and ensures that recruitment efforts provide a full and fair opportunity for participation to a wide diversity of potential applicants. When recruitment efforts have offered an opportunity for participation to a wide diversity of potential applicants or further recruitment efforts would be futile, applications will be screened to determine which candidates satisfy job specifications set forth in the job announcement.
- Before the selection process continues, the composition of the qualified applicant pool will be analyzed to ensure that no monitored group is adversely impacted. If adverse impact is found to exist, the Chief Executive Officer or his/her designee shall take effective steps to address the adverse impact before the selection process continues. Such steps may include, but are not limited to:
 1. Extending the deadline and undertaking inclusive outreach efforts to ensure that members of the adversely impacted group have equal opportunity to seek employment with the District;
 2. Including all applicants who were screened out on the basis of any locally established qualifications beyond state minimum qualifications which have not been specifically demonstrated to be job-related and consistent with business necessity through a process meeting the requirements of federal law or which are not among those which the Board of Governors has found to be job-related and consistent with business necessity throughout the community college system.

3. If adverse impact persists after taking steps required as outlined in this component of this Plan, the selection process may proceed only if:
 - The job announcement does not require qualifications beyond the statewide minimum qualifications; or
 - Locally established qualifications beyond state minimum qualifications, if any, are demonstrated to be job-related and consistent with business necessity through a process meeting the requirements of federal law and suitable alternative selection procedures to reduce the adverse impact were unavailable; or
 - The particular qualification beyond statewide minimum qualifications which are used in the job announcement are among those which the Board of Governors has found to be job-related and consistent with business necessity throughout the community college system.
4. The District will not advertise or utilize in future hiring processes for the same position or a substantially similar position any locally established qualifications beyond state minimum qualifications that the District was unable to verify, as outlined in this component of this Plan, unless such qualifications are so verified in advance of commencing any such future hiring process.

Recruitment/Selection Committee Procedures:

The District seeks to employ highly qualified persons with a broad range of backgrounds and abilities who have the knowledge and experience to work effectively in a diverse environment. The selection process is based on merit, and will extend to all candidates a fair, impartial examination of qualifications based on job-related criteria. The District's Recruitment and Hiring Procedures will include in its section on applicant screening by screening/selection committees the following provisions:

1. All screening or selection techniques, including the procedure for developing interview questions, and the selection process as a whole, will be:
 - Designed to ensure that, for faculty and administrative positions, meaningful consideration is given to the extent to which applicants demonstrate a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
 - Based solely on job-related criteria; and
 - Designed to avoid an adverse impact, and monitored by means consistent with this section to detect and address adverse impact which does occur for any monitored group.
2. **Before a person can serve on a screening/selection committee, he/she must receive equal employment opportunity and diversity training.**

3. If monitoring for adverse impact reveals that any selection technique or procedure has adversely impacted any monitored group, the Chief Executive Officer or his/her designee will do the following:
 - Suspend the selection process and take timely and effective steps to remedy the problem before the selection process resumes.
 - When appropriate, assist the screening/selection committee by discussing the overall composition of the applicant pool and the screening criteria or procedures, which have produced an adverse impact, provided that confidential information about individual candidates is not disclosed.
 - If adverse impact results from locally established qualifications beyond state minimum qualifications that have not been verified as job-related and consistent with business necessity, the use of such locally established qualifications will be immediately discontinued and any applicants eliminated on the basis of such qualifications will be placed back in the pool and continue to be considered during the hiring process.
 - Where necessary, the position may be reopened at any time and a new selection process initiated in a way designed to avoid adverse impact.
4. The District will not designate or set aside particular positions to be filled by members of any group defined in terms of ethnic group identification, race, color, ancestry, national origin, age, sex, religion, sexual orientation, marital status, disability, or medical condition, or engage in any other practice, which would result in discriminatory or preferential treatment prohibited by state or federal law. The District will not apply this Plan in a rigid manner that has the purpose or effect of so discriminating.
5. The District will review all of its current and future job specifications to ensure that seniority or length of service is taken into consideration only to the extent it is job-related, is not the sole criterion, and is included in the job announcement consistent with the requirements of Plan Component 12 (see Title 5, §§ 53022 and 53024(d)).

Service will be considered job-related for purposes of taking seniority or length of service into account only if it is closely related to the actual teaching or other faculty assignment. Service in the same department will not automatically be considered closely related unless the actual assignments within the department are similar. The use of seniority or length of service will be assessed for adverse impact in each selection process where it is taken into account. If adverse impact results from the use of seniority or length of service as a job-related factor, the process will continue only if applicants who were eliminated by the use of seniority or length of service considerations are placed back in the pool and continue to be considered during the hiring process.

6. Selection testing for employees will follow procedures as outlined in the Equal Employment Opportunity Commission's *Uniform Guidelines on Employee Selection Procedures*.

7. The Governing Board of Trustees or its designee shall make all final hiring decisions based upon careful review of the candidate or candidates recommended through the screening/selection committee. This includes the right to reject all candidates and to order further review or to reopen the position where necessary to achieve the objectives of the Plan or to ensure equal employment opportunity.
8. The District will review the pattern of its hiring decisions over time, and if it determines that those patterns do not meet the objectives of the Plan, the District will request the Equal Employment Opportunity Advisory Committee to recommend new methods to meet the Plan objectives, or if necessary, to modify the Plan itself to ensure equal employment opportunity.

Plan Component 13: Additional Steps to Remedy Significant Under Representation

In Component 11 of this Plan, the District identified particular monitored groups that are significantly underrepresented with respect to one or more job categories.

If the District determines that a particular monitored group is significantly underrepresented with respect to one or more job categories, the District will take additional steps consistent with Section 53006. At a minimum, the District will:

1. Review its recruitment procedures and identify and implement any additional measures which might reasonably be expected to attract candidates from the significantly underrepresented group;
2. Consider various other means of reducing the under representation which do not involve taking monitored group status into account, and implement any such techniques which are determined to be feasible and potentially effective;
3. Determine whether the group is still significantly underrepresented in the category or categories in question after the measures described in (1) and (2) have been in place a reasonable period of time; and;
4. If significant under representation persists, the staffing rate for the significantly underrepresented group in the specified job category or categories will be monitored on an ongoing basis until the projected representation has been achieved for that group in the category or categories in question.
5. If a reasonable period of time passes and significant under representation persists for a particular group in the job category in question, the District will:
 - Review each District established "required," "desired" or "preferred" qualification being used to screen applicants for positions in the job category to determine if it is job-related and consistent with business necessity through a process meeting the requirements of federal law or is among those qualifications which the Board of Governors has found to be job-related and consistent with business necessity throughout the community college system;

- Discontinue the use of any District established qualification that has not been found to satisfy the requirements set forth in paragraph (1) above; and
 - Continue using qualification standards meeting the requirements of paragraph (1) only where no alternative qualification standard is reasonably available which would select for the same characteristics, meet the requirements of paragraph (1) and be expected to have a less exclusionary effect.
6. For purposes of this section, "a reasonable period of time" means three (3) years, or such longer period as the CCC Chancellor may approve, upon the request of the Equal Employment Opportunity Advisory Committee and the Chief Executive Officer, where the District has not filled enough positions to appreciably affect its work force in the job category in question.
 7. Nothing in this section will be construed to prohibit the District from taking any other reasonable steps it concludes are necessary to ensure equal employment opportunity, such as focused recruitment, provided that such actions are consistent with the requirements of federal and state constitutional and statutory nondiscrimination law.

Plan Component 14: Other Measures Necessary to Further Equal Employment Opportunity

The District recognizes that multiple approaches are appropriate to fulfill its mission of ensuring equal employment opportunity and the creation of a diverse and inclusive workforce. Equal employment opportunity means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the district. Equal employment opportunity should exist at all levels and in all job categories. Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and is welcoming to men and women, persons with disabilities, and individuals from all ethnicities, races, and other groups protected from discrimination. The district may consider the following options, among others, to further equal employment opportunity:

1. Conduct campus climate studies to identify hidden barriers.
2. Include additional guest speakers from underrepresented groups who are in leadership positions and who may inspire students and employees alike.
3. Highlight the District's equal employment opportunity and diversity policies in job announcements and in its recruitment, marketing, and other publications. Include in job announcements language indicating that candidates are required to demonstrate that they can infuse diversity into their major job duties.
4. Conduct additional diversity dialogues, forums, and cross-cultural workshops.
5. Work with the College Curriculum Committee to assist in the development of a "Diversity Instructional Tool Kit" as a resource for faculty interested in infusing diversity and multiculturalism into their instruction or services to students.

6. Review and revise college/district publications and other marketing tools to reflect diversity in pictures, graphics, and text to project an inclusive image.
7. Continue to recognize and value staff and faculty who have promoted diversity and equal employment opportunity principles by awarding a yearly diversity recognition award.
8. Require a series of EEO/diversity workshops at all instructional improvement days (convocation week or flex week).
9. Establish an "Equal Employment Opportunity and Diversity" online presence by highlighting the district's diversity and equal employment opportunity, ADA, sexual harassment and nondiscrimination policies, procedures and programs on the district's website. The website will also list contact persons for further information on all of these topics.
10. Promote sabbaticals that will assist the district in achieving its equal employment opportunity and diversity objectives.
11. Promote additional cultural celebrations on campus.
12. Recognize multilingualism and knowledge of multiculturalism as a desired, and when appropriate, required skill and qualification for community college employees.
13. Have a formal diversity program on campus that is visible, valued and adequately funded.
14. Consider providing for alternative educational or experience requirements for nonacademic positions.
15. Develop leadership opportunities with current staff focusing on diversity.
16. Consider establishing a Community Outreach Advisory Council to involve community-based organizations in the recruitment and other equal employment opportunity efforts of the college. Recommended membership could include representatives from local business and industry as well as from diverse community groups such as NAACP, MALDEF, LaRaza, Chamber of Commerce, and City Council(s).
17. Ensure that top administrative staff support diversity objectives and that the diversity and/or equal employment opportunity officer position is maintained as a cabinet or other high-level administrative position.
18. Seek direct contact with student, professional, community and other organizations that represent the diverse community we serve. These organizations can serve as resources for referring potential candidates.

Plan Component 15: Persons with Disabilities: Accommodations and Goals for Hiring

1. The District will ensure that applicants and employees with disabilities receive reasonable accommodations consistent with the requirements of Government Code sections 11135 et seq. and 12940(m), section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. Subsequent to the interactive dialogue with applicants and/or employees, pursuant to District policy and procedures, accommodations may include, but are not limited to, job site modifications, job restructuring, part-time work schedules, flexible scheduling, reassignment to a reasonably equivalent vacant position, adaptive equipment, and auxiliary aids such as readers, interpreters, and note takers. Such accommodations may be paid for with funds provided pursuant to Section 53030, et seq.
2. Verify the District's goal for persons with disabilities prior to the effective date of Section 53025, and if significant under representation still exists, the District will update that goal, set a new target date for achieving projected representation in the category or categories in question, and concurrently comply with subsections (a)(1), (a)(2) and (b) of section 53006 with respect to persons with disabilities by:
 - Review District recruitment procedures and identify and implement any additional measures which might reasonably be expected to attract candidates from the significantly under represented group; and
 - Consider various other means of reducing the under representation which do not involve taking monitored group status into account, and implement any such techniques which are determined to be feasible and potentially effective;
3. Where persons with disabilities are found to be significantly under represented, these same measures will be implemented concurrently with setting a goal with a target date for achieving projected representation for persons with a disability in each job category where the under representation was found to exist. Goals shall remain in effect only until projected representation has been achieved for that group in the category or categories in question. Until the CCC Chancellor's Office provides data regarding the availability of persons with disabilities by job category, an aggregate labor force availability rate shall be utilized for setting goals for hiring persons with disabilities with respect to the total District work force. The District may also concurrently take other additional steps which take disability into account, so long as such measures are discontinued when projected representation is achieved for persons with disabilities in the category or categories in question.

Plan Component 16: Graduate Assumption Program of Loans for Education

In accordance with Education Code, 87106, the District shall take reasonable steps to inform their students about the opportunity to participate in the Graduate Assumption Program of Loans for Education (GAPLE) authorized by Education Code, section 69618 et seq. The GAPLE program is designed to encourage persons to complete their graduate education and serve as faculty at an accredited California college or university. The GAPLE program is administered by the California Student Aid Commission and is subject to funding priorities.

Compliance Checklist

The following compliance checklist is designed to assist the District in the review of their respective Equal Employment Opportunity Plan (Plan). The checklist ensures that the District's Plan includes provisions and components that are required under state law. California Code of Regulations, Title 5, section 53003 and Education Code, sections 87102 and 87106 list the specific components that must be included in the District's Plan. Unless otherwise indicated, all references to "sections" refer to the Title 5, California Code of Regulations.

A. Adoption of Plan [Title 5 Cal. Code Regs. § 53003(a)]

___ Does the Plan indicate when the District's Governing Board adopted this Plan?

B. Designation of Responsibility, Authority and Compliance [Title 5 Cal. Code Regs. §§ 53003(c)(1) and 53020]

___ Does the District describe the governing board's responsibility for proper implementation of this Plan and for making measurable progress?

___ Does the District designate an Equal Employment Opportunity Officer to oversee the day-to-day implementation of the equal employment opportunity requirements of Title 5?

___ Does the District describe the administrative structure created by any delegation of authority to the Equal Employment Opportunity Officer or others and is the District designed to ensure prompt and effective implementation of the EEO Title 5 requirements?

___ Does the District designate a single officer who will have authority to receive complaints under section 53026 and who will monitor selection procedures and applicant pools?

___ Does this Plan clearly state that anyone who is an agent of the District, with regard to recruitment and screening, is also subject to all the Title 5 equal employment opportunity requirements?

C. Procedures for Filing a Complaint Pursuant to Section 53026 [Title 5 Cal. Code Regs. §§ 53003(c)(2) and 53026]

___ Does the District provide the procedures for filing complaints that allege violation of the equal employment opportunity requirements of Title 5 and designate the person with whom such complaints are to be filed?

___ Does the District include or reference the procedures for filing complaints that allege unlawful discrimination and/or harassment and designate the person with whom such complaints are to be filed?

D. Notification to all District Employees of the Plan and Policy Statement [Title 5 Cal. Code Regs. §§ 53003(c)(3) and 53002]

_____ Does the District describe the District's process for notifying all District employees of the provisions of the Plan, and the policy statement required by section 53002?

E. Employee Training for Screening or Selection Committees [Title 5 Cal. Code Regs. § 53003(c)(4)]

_____ Does the District describe the District's process for ensuring that District employees participating on screening or selection committees receive appropriate training on Title 5 requirements relating to equal employment opportunity and state and federal nondiscrimination laws?

F. Annual Written Notice to Community-Based and Professional Organizations [Title 5 Cal. Code Regs. § 53003(c)(5)]

_____ Does the District describe the District's process for providing annual written notice to appropriate community-based and professional organizations regarding the District's Plan and the need for assistance from the community and such organizations in identifying qualified applicants?

G. Analysis of District Workforce and Applicant Pool [Title 5 Cal. Code Regs. §§ 53003(c)(6) and 53004]

_____ Does the District provide an analysis of the number of persons from monitored groups who are currently employed in the District's workforce for each of the job categories listed in section 53004(a)?

_____ Does the District provide an analysis of those who have applied for employment, in each of the job categories listed in section 53004(a)?

_____ Does the Plan state that the survey required by section 53004(a) will be done every year?

H. Analysis of the Degree of Under Representation and Significant Under Representation [Title 5 Cal. Code Regs. § 53003(c)(7)]

_____ Does the District provide an analysis of the degree to which monitored groups are underrepresented for each job category in comparison to the numbers of persons from such groups whom the CCC Chancellor's Office determines to be available and qualified to work?

_____ Does the District indicate whether the under representation for each group is "significant"?

I. Methods to Address any Under Representation [Title 5 Cal. Code Regs. § 53003(c)(8)]

_____ Does the District describe the methods it will use to address any under representation?

J. Additional Steps to Remedy Significant Under Representation [Title 5 Cal. Code Regs. §§ 53003(c)(9) and 53006]

_____ Does the District describe additional steps consistent with section 53006 to remedy any significant under representation?

_____ Does the District describe the steps to be taken, consistent with section 53006, if significant under representation persists after a reasonable period of time has passed?

_____ Does the District consider anything else they might do, that is permissible, to remedy any significant under representation?

K. Other Measures to Further Equal Employment Opportunity [Title 5 Cal. Code Regs. § 53003(10)]

_____ Does the District describe any other measures that the District undertakes to further equal employment opportunity?

L. Goals for Hiring Persons with Disabilities [Title 5 Cal. Code Regs. §§ 53003(d), 53025]

_____ Does the District describe the measures that will be taken, consistent with the requirements of section 53006(a)(1) and (2), if persons with disabilities are found to be significantly underrepresented?

_____ Does the District describe additional steps (beyond those required by section 53006(a)(1) and (2)) that may be taken to achieve projected representation for persons with disabilities if significant under representation is found to exist?

_____ Does the District describe the goals and target dates for achieving projected representation for persons with disabilities if significant under representation is found to exist?

_____ If the District established a goal for persons with disabilities prior to August 12, 2002, and if significant under representation still exists, does the District update the goal, set a new target date and comply with section 53006(a)(1)(2) and (b)?

M. Education Code Requirements [Education Code, §§ 87102(a) and 87482.6]

_____ Does the District describe how the District will make progress in achieving the ratio of full-time to part-time faculty hiring, as indicated in Education Code, section 87482.6, while still ensuring equal employment opportunity?

Education Code, §§ 87106(b)(4) and 69618

_____ Does the District describe the steps the District will take to inform students about the Graduate Assumption Program of Loans for Education program and/or other programs designed to encourage community college students to become community college employees?

Requirements and Legal Citations

Plan Component Number and Name	X = Indicates Minimum Plan Requirement	Legal Citation
Plan Component 1: Introduction		Not required to be in <i>Plan</i> . N/A
Plan Component 2: Definitions		Not required to be in <i>Plan</i> , however, Title 5 does provide basic definitions. Title 5 § 53001
Plan Component 3: Policy Statement		Not required to be in <i>Plan</i> , however, Title 5 does require the District to adopt an EEO policy statement. Title 5 § 53002
Plan Component 4: Delegation of Responsibility Authority and Compliance	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(1) Title 5 § 53020
Plan Component 5: Advisory Committee		Not required to be in <i>Plan</i> , however, Title 5 does require the District establish an EEO Advisory Committee. Title 5 § 53005
Plan Component 6: Complaints	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(2) Title 5 § 53026
Plan Component 7: Notification to District Employees	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(3)
Plan Component 8: Training for Screening/Selection Committees	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(4)
Plan Component 9: Annual Written Notice to Community Organizations	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(5)
Plan Component 10: Analysis of District Workforce and Applicant Pool	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(6) Title 5 § 53004
Plan Component 11: Analysis of Degree of Under Representation and Significant Under Representation	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(7)
Plan Component 12: Methods to Address any Under Representation	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(8)
Plan Component 13: Additional Steps to Remedy any Significant Under Representation	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(9) Title 5 § 53006
Plan Component 14: Other Measures Necessary to Further Equal Employment Opportunity	X	Required to be in <i>Plan</i> . Title 5 § 53003(c)(10)
Plan Component 15: Persons with Disabilities: Accommodations and Goals for Hiring	X	Goals for hiring persons with disabilities are required to be in <i>Plan</i> .- Language on accommodation is not required. Title 5 § 53003(d) Title 5 § 53025
Plan Component 16: Graduate Assumption Program	X	Required to be in <i>Plan</i> . Education Code § 87106(b)(4), § 69618 et seq.
Part of Plan 12 Progress in achieving ratio of full-time to part-time faculty hiring while ensuring EEO.	X	Required to be in <i>Plan</i> . Can be located anywhere in the <i>Plan</i> . Education Code § 87102(a) § 87482.6

PURPOSE STATEMENT 2014-2015

Standing Committee:

EQUAL EMPLOYMENT OPPORTUNITY

Sponsor: Jacques Whitfield

Committee Chair: Jacques Whitfield

Recorder:

Committee Purpose:

The Equal Employment Opportunity Committee is a District-wide committee whose purpose is to develop and implement the District's EEO Plan and to act as an advisory body to the District's EEO Officer.

Specifically, the EEO Committee serves the following purposes:

1. Advises on the review of the District-wide EEO Plan.
2. Attends appropriate training on the requirements of state and federal nondiscrimination laws.
3. Develops and Monitors the appropriate steps that will be taken within the District that ensure fair and legal hiring practices are followed.
4. Reviews and advises on recruitment efforts, job announcements, interview protocols, and other aspects of hiring, retention and promotion processes that impact the District's ability to attract and retain a diverse faculty and staff.
5. Advises on implementing the District's obligation to hire employees with a demonstrated sensitivity to, and understanding of, the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.
6. Assists with the promotion of communication with community groups and organizations for people with disabilities.
7. Advises the Chief Human Resources Officer regarding special training or staff development needs regarding EEO.
8. Reviews the District's EEO Plan and monitor its progress; recommend needed changes to the Plan.
9. Assists with developing and delivering the training module for staff to be EEO representatives to serve on hiring committees.

Special Guidelines:

1. The EEO Committee will include a diverse membership.
2. Agenda to be distributed three (3) days in advance of the meeting.
3. Minutes to be distributed five (5) days following each meeting.

Resources:

Human Resources Development and Personnel Services, Academic Senates

Chancellor's Office

Vice Chancellor's Office of Educational Planning and Services

Meeting Schedule:

Each semester as needed.

How Work Is Communicated:

1. Agendas and minutes posted to the YCCD Portal.
2. Regular reports to the College Councils and other groups as requested.

Recommendations Go To:

Chief Human Resources Officer

Finalized: 06/15/04

Updated: 08/08/07, 8/15/08, 04/14/09, 07/01/09, 09/09/10, 09/09/11, 10/16/2012

**Equal Employment Opportunity (EEO)
Membership**

Position	Term	Name
Faculty (3):	2014-2017	To Be Named
	2017-2020	To Be Named
	2020-2023	To Be Named
Classified Staff (3):	2014-2017	To Be Named
	2017-2020	To Be Named
	2020-2023	To Be Named
Management (3):	2014-2017	To Be Named
	2017-2020	To Be Named
	2020-2023	To Be Named

Updated: 9/2014

Finalized: 12/10/04

EEO/Title 5 Training Compliance

Title 5 requires that every community college employee (faculty, staff and/or administrator) who participates on a recruitment and selection committee be formally trained in EEO/Title 5 regulations. This training specifically consists of Title 5 regulations on equal employment opportunity, state and federal nondiscrimination laws, the district's EEO Plan requirements, and the district's policies on nondiscrimination, recruitment and hiring. While the district has been generally compliant with this Title 5 training requirement, beginning in January 2012, the district, through the concerted actions of the Chancellor and the Office of Human Resources, has significantly enhanced and strengthened its professional development platform which provides this EEO training.

In 2013, the district, through its affiliation with the Community College League of California (CCLC) and the California Community College (CCC) North 14, developed a collaborative working relationship with Liebert, Cassidy and Whitmore, general counsel to both CCLC and the district, offer bi-annual EEO/Title 5 compliance training throughout the district. This training is co-facilitated by staff from the Office of Human Resources and Liebert, Cassidy and Whitmore. This training is offered at each of the college campuses (Yuba College and Woodland Community College) and the Clear Lake Campus. The Office of Human Resources has embedded this training into its formal professional development platform for managers and supervisors, "Strengthening our CORE", which will be discussed further in Chapter 3, "Professional Development".

EEO/Title 5 Compliance Training Presentation:

The slide features a green header with the logos for LCW Liebert Cassidy Whitmore and YCCD Yuba Community College District. On the left, there are three images: a modern building, a courtyard, and a stone wall with 'Yuba College' written on it. The main title is centered in a white rounded rectangle. Below the title, a box lists the presenters. At the bottom, there is a row of four images: a city skyline, the Golden Gate Bridge, a lighthouse, and a city skyline at night.

LCW LIEBERT CASSIDY WHITMORE

YCCD Yuba Community College District

Hiring the Best While Developing Diversity in the Workforce: Legal Requirements and Best Practices for Screening Committees

Presented By:
Laura Schulkind, Partner - *Liebert Cassidy Whitmore*
Jacques S. Whitfield, Chief HR Officer - *Yuba CCD*

EEO/Title 5 Compliance Training Workbook: (Appendix ____)
“Diversity in Community College Employment: Effective and Lawful EEO Hiring and Succession Planning”

Chapter 2: Staffing Planning

Staffing Planning

This chapter in the Human Resources Master Plan addresses the colleges and district services plan for staffing needs. The colleges and the District have enjoyed a rich history of institutional planning. The institutional planning process for human resources operations and services became more complex and comprehensive after 2008 when the District transitioned from a single-College District to a multi-College District.

As a single-College District, the District maintained a human resources planning process that was driven primarily by program and enrollment growth and service needs and requirements at each location. These needs were outlined through the [Board of Trustees Strategic Directions for 2007-2011](#). However, as a Multi-College District, the District has to take into consideration decentralized services and resource allocation between the two Colleges, as well as changing program and service needs.

In the 2007-2008 academic year, the colleges and the District developed a [Five Year Fiscal Plan and Allocation Model](#) to specifically address staffing planning as a multi-college district. This plan identified how both the colleges and district services would address staffing needs over a five (5) year period as programs and student enrollment grew. While the [District Multi-College Plan](#) set the stage for a transition in human resources planning, unprecedented budget cuts over the next several years as a result of severe national and statewide economic conditions precluded the full implementation of that plan. This prevented the linkage of College and District services plans to resource allocation as originally intended and designed.

In the spring of 2013, the colleges and the District revisited the staffing planning processes and embarked on developing integrated planning processes. For its part, the Office of Human Resources created a Strategic Alignment Plan to guide how services will support institutional effectiveness and student success [2013-2016 Human Resources Strategic Alignment Plan](#). As a result of the new and enhanced institutional strategic planning protocol, the District and Colleges reassessed their independent planning processes and revised these processes to develop a single approach to human resources staffing planning. This structure now aligns the District's human resource needs and resource allocation with program prioritization and service needs for the Colleges and District services ([YCCD Human Resources Staffing Planning Process](#)). Furthermore, this protocol clarifies the relationship between the Colleges' and District services' human resource planning and the linkage to resource allocation and institutional effectiveness review.

This staffing planning approach gives the colleges and District clear direction in determining the appropriate staffing to meet the educational and programmatic missions and goal of the institution. Furthermore, the colleges and District will have clear guidelines on how staffing can be expanded and contracted based upon program needs and resource availability. The Plan will continue to hold the colleges and District accountable for their respective staffing allocations. The Plan will identify specific staffing allocations for the colleges and District for each academic year. The college and district leadership will be held accountable for appropriately managing their respective staffing allocations.

Local college planning will continue to drive the college staffing planning process. As previously stated, both colleges have a rich history of institutional planning, which includes staffing planning.

The Human Resources Plan identifies a staffing planning framework to be used by the colleges and district services.

This framework includes the following elements:

- Student Success—as evidenced through a number of factors including but not limited to enrollment (FTES), retention, persistence, degree completion
- College Mission as evidenced in the Educational Master Plan
- Program Priorities of the College(s)
- Financial Resources of the Institution
- Legal Compliance—as evidenced through a number of factors including 50% Law, FON, accreditation, collective bargaining agreements, Ed Code/Title 5
- Efficiency and Flexibility for the Colleges and District
- Value of Full-Time Employment and Building Strong Brand Identity for the Institution

The Plan creates greater efficiency in the operational aspects of the colleges and District personnel processes. The Plan streamlines the filling of vacancies by accelerating the personnel approval processes for all positions identified in the staffing allocations. Finally, the Plan fosters and promotes more effective communication and transparency in the personnel processes for the colleges and District.

The colleges and district services will have a three (3) year “horizon” for their respective staffing planning process. The years are identified as follows:

- Baseline Year 2013-2014
- Transitional Year 2014-2015
- Target Year 2015-2016

In the 2013-14 baseline year, the institution “leveled” off administrative staff between the colleges by eliminating and consolidating management positions at the District, as well as eliminating management positions at the colleges and reallocating some of those resources to create management positions at other colleges. Over the next three (3) years, the colleges and District have a framework for staffing which will allow them to achieve their programmatic objectives. At the baseline year, each college was given the following allocations:

- Allocation of full-time faculty
- Allocation of academic administrators
- Allocation of Classified managers
- Allocation of Classified support staff
- Allocation of categorical/grant-funded staff

The District was likewise given baseline staffing allocation, which includes the following:

- M&O/Facilities—Allocation of staff
- Police Department—Allocation of staff
- Information Technologies—Allocation of staff
- Central Administration (Chancellor’s Office, Human Resources, Fiscal Services, Educational Services)—Allocation of staff

Over the next three years, the District will use the strategic planning protocol to identify needed staffing in faculty, classified and management positions at the Colleges and District ([District Strategic Planning Protocol](#)). The Colleges will continue working with the District to update their individual staffing plans, developed through the Colleges’ integrated planning and assessment cycles, to reflect program and service priorities and available resources. Over the next three years, the District and colleges will continue to enhance their staffing planning systems as the Office of Human Resources augments its ability to provide the colleges and district with meaningful and relevant forecasting data of the district’s workforce in comparison to the regional workforce. As the Office of Human resources receives a staffing request from the colleges and/or district services, the Office of Human Resources works together with the Fiscal Services Office through the personnel justification requisition process ([Justification/Requisition Form](#)) to confirm that the staffing planning framework was properly followed and implemented. Once the verification process has been completed, and the positions have been confirmed, then the Office of Human Resources expeditiously moves to fill the newly vacant position through the recruitment and selection process, discussed in Chapter 4: Personnel and Employment Relations Services.

These staffing planning processes clearly demonstrate that the District is being responsive to the ACCJC recommendations by engaging in a human resources planning process that is logical, comprehensive and collaborative, which is involving all of the stakeholders, transparent, and responsive to the programmatic and staffing needs of the Colleges, as reflected in the College’s educational master plans. The District is confident that its continuous quality improvement process will yield planning processes that are responsive to the changing needs and priorities of the Colleges and accountable to the standards as set forth by the ACCJC. (III.A.1.a-b, III.A.6)

Chapter 3: Professional Development

Professional Development

This chapter in the Human Resources Master Plan addresses how the colleges and district services develop core competencies for faculty, staff and administration, so that the institution can effectively fulfill its mission of student success.

The ACCJC sets forth the standard for professional development as follows:

The institution provides all personnel with appropriate opportunities for continued professional development, consistent with the institutional mission and based upon identified teaching and learning needs.

- The institution plans professional development activities to meet the needs of its personal
- With the assistance of the participants, the institution systematically evaluates professional development programs and uses the results of the evaluations as the basis for improvement.

The colleges and district have enjoyed a long tradition of promoting and encouraging professional development. The faculty have always embraced professional development activities to assist them in “fine-tuning” their teaching capabilities to achieve the institution’s mission of effectively serving students. When the district experienced fiscal hardships as a result of severe national and state economic conditions, the district was forced to balance the budget through workload reductions and other cost-cutting measures that were as far away from the classroom as reasonably possible. The net effect was the wholesale elimination of district-funded discretionary professional development activities. The district continued to provide professional development in areas of mandated compliance, like EEO and sexual harassment prevention. Minimum professional development activities continued at the college level for faculty, but there was no comprehensive district effort to coordinate professional development activities. Beginning in the Spring of 2012, the district revisited and reviewed its efforts to reestablish itself as a professional development service provider. The Office of Human Resources reengaged the colleges in discussions and planning for professional development, in order to provide more comprehensive training opportunities for all faculty, staff and administration.

The results of this “reengagement” have been positive and comprehensive. Both colleges have engaged active staff development/professional development committees, which are strongly supported by both college presidents. At all levels of the institution—from the Office of the Vice Chancellor of Educational Planning and Services to Information Technologies to the Academic Senate(s) to the Office of Human Resources to the college councils—everyone is actively engaged in activities to enhance professional development activities for all faculty and staff.

The Office of Human Resources leveraged both internal capacity and external resources and relationships to launch a series of ambitious professional development programs for managers and supervisors. In response to the District’s Strategic Goal 3 to “Strengthen our CORE” (Communication, Organization, Responsibility and Evaluation), the Office of Human Resources significantly revised its onboarding training and launched a more comprehensive New Employee Orientation Program. The new format is a six (6) module training that occurs periodically throughout

the first year of employment. The modules cover a range of topics to introduce the new employee to all aspects of the district and college. Currently, the modules are “live” training. The Office of Human Resources is actively exploring developing an online solution to provide these trainings by July 1, 2015, the commencement of the new academic year.

Last year, the Office of Human Resources launched two of its “flagship” professional development programs for managers and supervisors, Strengthening Our CORE and ASPIRE. Strengthening our CORE (Communication, Organization, Responsibility and Evaluation) is a multiple-module training program for all district managers and supervisors that develop competencies in management and leadership skills for all district and college managers and supervisors. The platform was officially launched in February, 2014 at a District Management Council Meeting. To date, the CORE Program has provided training in a myriad of topics including, Sexual Harassment Prevention, Understanding the EEO Process, Performance Management, the Evaluation Process, Effective Communication Strategies and Understanding the Discipline Process for Academic Employees, Crisis Management and Overview of Employment Relationships and Understanding Agreement for Services.

While CORE was developed as a training resource for all managers and supervisors, the Chancellor wanted to focus on enhancing the core competencies of the confidential unit in the colleges and district services. It is undisputed that the confidential unit, which serves as the administrative support for the senior executive leadership of the colleges and district services, has unique needs and imperatives. As the unit which by and large comprises the institutional knowledge for the colleges and district services, the confidential unit needed specialized training to support their unique function.

Accordingly, in March, 2014, the district launched the ASPIRE Professional Development Program. ASPIRE (Accountability, Stewardship, Professionalism and Preparation, Initiative, Responsiveness, Effectiveness and Evaluation), like CORE, ASPIRE is a multiple module training program that seeks to cultivate and develop “hard” and “soft” skills needed to successfully serve as a member of the confidential unit who support the senior leadership of the colleges and district services. The confidential unit was “re-branded” by the Chancellor as “AST”, Administrative Support Team. AST completed three (3) training modules in 2014: Mastering Leadership Competencies, Understanding Political Acumen and How to Deal effectively with “Difficult People”. AST has a mission statement and has adopted norms and values, as well as a formal team professional development program.

The Office of Human Resources has leveraged its external professional relationships to provide greater training opportunities to all of our faculty, staff and administrators. The district has provided training opportunities through its existing relationships with Sacramento Area Human Resources Association (SAHRA), Society of Human Resource Management (SHRM), Association of Chief Human Resource Officers (ACHRO), Association of California Community College Administrators (ACCCA), Keenan SafeColleges, California Community College Northern 14 Human Resource Officers (North 14), California Community College Council for Staff and Organizational Development (4C/SD) and the National Institute for Staff and Organizational Development (NISOD). Since the beginning of 2013, the Office of Human Resources has facilitated approximately 47 professional development sessions and 1,200+ online sessions in partnership with Keenan SafeColleges.

As the Office of Human Resources continues to collaborate with the colleges, the district envisions even greater training opportunities for all faculty and staff.

Chapter 4: Personnel and Employment Relations Services

(Currently Being Revised by the Office of Human Resources)

Introduction

The strength of any organization is measured by its human capital - the individuals that it employs to fulfill its mission, vision and purpose. One of the most important decisions that a college president makes is the recommendation to hire faculty and staff. This chapter of the Master Plan sets forth the district's policies and procedures to recruit and hire highly qualified academic, classified and management employees so that the colleges and district services can effectively serve students. These processes and procedures are inextricably linked to student success. These processes and procedures are regularly reviewed and evaluated through the colleges and district services institutional planning and review protocols to insure continuous quality improvement of the district's human resources functions and services. The Office of Human Resources views itself as being just as integral to the student experience as the Office of Student Services and the Office of Educational Planning and Services. These recruitment and hiring processes and procedures reflect "emerging best practices" for highly performing educational institutions.

Employment

Section 1: Code of Ethics

This Code of Ethics establishes standards of professional conduct for employees of the District to include managers, faculty, staff and other individuals employed by the District and volunteers and representatives acting as agents of the District. No person shall represent themselves as speaking on behalf of the District without Authority.⁵

Our values are based on those inherent in the Yuba Community College District vision statement. The managers, faculty, staff and other representatives of the District believe in the values of academic freedom; respect for our students and colleagues; excellence in teaching and learning; scholarship and service; intellectual and personal honest, respect for our institution and high standards of integrity as role models for our students and community. In order to maintain these values, employees of the District will:

1. Respect principles of shared decision-making and accept mutual responsibility for the governance of the District.
2. Maintain the highest standards of honesty in professional matters.
3. Respect, support and defend the institutional values of the District.
4. Seek and share knowledge in our discipline.
5. Develop and improve our professional competency and conduct our work with integrity.
6. Treat colleagues and students fairly, with respect, civility and decency, without exploitation and without discrimination.
7. Allocate resources fairly and equitably, consistent with institutional goals and objectives.
8. Maintain confidentiality, objectivity, fairness and impartiality in all evaluative activities including students and colleagues.
9. Avoid conflicts of interest and conflicts of commitment.
10. Exercise good stewardship and responsibility of the District's resources and property.
11. Comply with District policies and state and federal laws and regulations related to our duties and responsibilities.

⁵ Authority is established according to Administrative/ Board Policy #XXXX and is written consent....

Section 2: Employment Policies

DRUG-FREE WORKPLACE POLICY

The District shall be free from all illicit drugs and from the unlawful possession, use, and distribution of illicit drugs and alcohol by students and employees.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.

DISTRICT SMOKING POLICY

The Board of Trustees in keeping with the general tenets of the California Indoor Clean Air Act of 1976, declares that tobacco smoke is a hazard to the health of the general public. As such the Board therefore establishes that smoking, and other uses of tobacco, are prohibited within Yuba College buildings, including restroom areas, dining areas, classrooms, laboratories, library, gymnasium, open air sports facilities, offices, and the Yuba College Theater, along with any other interior building areas, including quads. Smoking, and other uses of tobacco, is also prohibited in an outdoor area within 20 feet of a main exit, entrance, or operable window of said areas.

Smoking is not permitted within buildings or on the campus at Woodland Community College. Smoking is permitted on the other campuses in outside, open areas, and designated areas on each campus and site. Smokers are strongly encouraged to deposit cigarettes, ashes, and matches in receptacles to maintain refuse-free campuses.

All employees and students are expected to observe and enforce this policy with vigor.

The Board authorizes individual campuses, following Decision-making guidelines, may adopt administrative procedures that are more restrictive than this District-wide policy.

USE OF DISTRICT EQUIPMENT

Each member of the District staff shall be responsible for equipment under his or her control. Loss of equipment and unauthorized⁶ removal of equipment should be reported immediately to the appropriate⁷ administrator.

Equipment that is lost or stolen may be replaced upon submission of a request through the appropriate administrative office. The request must include an explanation about the loss or theft or the equipment and a justification that replacement is essential to the activity served.

District equipment shall not be loaned to persons not employed by or enrolled in the District.

Equipment shall only be removed from campus with proper authorization as defined in Board Policy or Administrative Procedure.⁸

⁶ For the use/removal to be authorize is must come from ...

⁷ The appropriate administrator is...

⁸ For such policy or procedure please refer to www.yuba.edu.....

DISTRICT ASSETS AND PROPERTY

District assets and property, including equipment, supplies, and facilities are to be used in a reasonable and prudent manner for conducting District business. Excessive, unnecessary or unauthorized use of District equipment, supplies or facilities is not permitted.

Use of District equipment and supplies for personal reasons should be avoided. Instances of personal use of District equipment should be rare, and employees are responsible for reimbursing the District for the costs of using District equipment or supplies in those cases.

Misuse or damage of District property because of recklessness or gross or negligent indifference on the part of the employee may subject the employee to personal liability for damage, loss or injuries to the person or property of third parties. It may also result in disciplinary action up to and including discharge.

CONFLICT OF INTEREST/COMMITMENT

It is the general practice of the Governing Board of Trustee that no employee, officer, or Board Member of the District shall engage in any activity for personal gain or financial enrichment which shall involve the use of District assets or would detract from the individual's normal duties.

FIREARMS/WEAPONS POLICY

Firearms or other weapons shall be prohibited on any college or District center or in any facility of the District except for activities conducted under the direction of District officials or as authorized by an official law enforcement agency.

WORKPLACE VIOLENCE POLICY

The Board is committed to providing a District work and learning environment that is free of violence and the threat of violence. The priority of the Board is the effective handling of critical workplace violence incidents, including those dealing with actual or potential violence.

POLITICAL ACTIVITIES

Employees shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Governing Board. This policy prohibits political activity during an employee's working hours, but shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during non-working time.

CONFIDENTIALITY OF STUDENT RECORDS (FERPA)

Family Educational Rights and Privacy Act, the federal law popularly known as "FERPA", is intended to ensure a student's right to inspect and review his/her educational records and to protect the student's right to privacy by limiting the transferability and disclosure of information in his/her records without prior consent. Disclosure of student information to any unauthorized

person could subject and employee to criminal and civil penalties imposed by the FERPA law. The education records policy of YCCD is intended to comply with the requirements of FERPA. All school officials are expected to manage student records in their custody in accordance with FERPA regulations.

WORKPLACE SAFETY AND SECURITY

Workplace Injury or Accident

Workplace safety is a priority for YCCD and the District will make all reasonable attempts to manage and mitigate risk for faculty, staff, students and visitors.

Management is charged with report all employee workplace injuries and accidents including injuries and accidents occurring upon self. Management employees shall complete the appropriate District provided for workplace injuries and accidents.⁹

EMPLOYMENT REFERENCES POLICY

All requests for employment and salary verification and for job references should be referred to the Office of Human Resources.

Requests for personal and payroll information are considered confidential and proprietary. Generally, without specific written authorization and release from an employee, only his/her job title, verification of employment dates and job duties will be released outside the District.

COLLECTIVE BARGAINING AGREEMENTS

A collective bargaining agreement is an agreement in writing or writings between an employer and bargaining unit (also known as a union). The writing(s) set forth the terms and conditions of employment for the unit. The writings often contain provisions regarding rates of pay, hours of work or other conditions of employment. The terms of the agreement are negotiated between elected Union representatives and representatives of the District for a specific term. Upon completion of the term, the representatives will begin negotiating new governing agreements.

⁹ Workplace Injuries are to be reported on FORM #XXXX.

Section 3: Hiring Practices

It is the district's policy to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subjected to discrimination in any program or activity of the district on the basis of **ethnic group identification, race, color, national origin, religion, age, sex, physical disability, mental disability, ancestry, sexual orientation**, language, accent, citizenship status, transgender status, parental status, marital status, economic status, veteran status, medical condition, **or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.**

The Fair Employment and Housing Act prohibits an employer from refusing to hire or employ a person on the grounds of any of the above characteristics.

To ensure compliance and equal opportunity for all, YCCD employs practices and techniques to ensure diversity of each applicant pool. The practices and techniques are outlined in Exhibit 6/7.

BOARD POLICY REGARDING HIRING PRACTICES

AP 7120 – RECRUITMENT AND SELECTION

Reference: Education Code Section 70901.2, 70902(b)(7) and (d), 87100 et seq.; Title 5, Section 53000, et seq.; 51023.5; Accreditation Standard III.1.A

The Chancellor shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.

An Equal Employment Opportunity Plan shall be implemented according to Title 5 and Board Policy 3420.

Academic employees shall meet or exceed the minimum qualifications prescribed for their positions by the Board of Governors and the local governing board.

The hiring process for new academic faculty employees (AP 7120) shall be developed and agreed upon jointly by representatives of the Board and the Academic Senates of the District, and approved by the governing Board.

The criteria and procedures for hiring classified employees shall be established after first affording the recognized classified bargaining unit an opportunity to participate in the decisions under the Board's policies regarding local decision making.

See Administrative Procedure 7120, 7125, and 7126.

Reviewed and revised: July 14, 2010

Revised: 01/08

Adopted: July 21, 2004

YCCD PHILOSOPHY OF HIRING

The Board of Trustees of the Yuba Community College District will consistently strive for a premium quality program of higher education. In implementing this goal, all personnel appointments will reflect the District's desire and ability to attract, retain, and provide for the growth and development of employees who will contribute to educational excellence at Yuba Community College District.

It will be the policy of the Board of Trustees to encourage participation of a broad segment of the college personnel in the advisement and consultation process.

It is the intent of the Board of Trustees of the YUBA COMMUNITY COLLEGE DISTRICT to:

1. Recruit and appoint personnel who demonstrate the potential to attain the goals and objectives of the District; and
2. Implement the Equal Employment Opportunity policies and procedures of the District in the recruitment and selection of personnel.

Whenever a staff position becomes vacant or a new staff position is created, the Board directs the Chancellor to conduct a comprehensive search for suitable candidates for recommendation to the Board.

The Chancellor is directed to develop appropriate procedures to implement this policy.

Code Reference: Title 5 Sections 551010, 53000-53005, 53020-53034

Last Board Review: & Adoption: February 28, 1996

EMPLOYMENT OF CHANCELLOR

Pending Data

AP 7122- EMPLOYMENT OF COLLEGE PRESIDENT

Reference: Eligibility Requirements (Adopted June 1995; Revised January 1996, January 2004; Edited June 2011); Accreditation Standard IV.B.1.j.

- 1.0 This Administrative Procedure shall apply to the selection of College President positions within the Yuba Community College District.
- 2.0 Equal Employment Opportunity (EEO): The hiring process for the College President positions shall comply with the Board adopted Equal Employment Opportunity plan and shall include an EEO Representative.
- 3.0 Diversity and Equity: Recruitment processes for the College President position are established to provide the District with highly qualified individuals who are experts in their areas of responsibility, who can foster overall college effectiveness, and who are sensitive to and

understand the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

- 4.0 Minimum Qualifications: College President positions shall meet the minimum qualifications required under the California Education Code.
- 5.0 Search Committee Composition: The committee composition will be at the discretion of the Chancellor, and shall include at least one representative from each of the following employee groups from the college: faculty, classified, and management. If representatives are from the entire faculty or classified staff, they will be selected by the Academic Senate or CSEA. Student representatives may also be included.
- 6.0 Job Announcement: A clear and complete job announcement shall be developed by the Chief Office of Human Resources in conjunction with the Search Committee under the direction of the Chancellor, prior to recruitment for the position.
- 7.0 Review for Minimum Qualifications: All applications shall be reviewed to ensure that all materials are complete and to determine if the minimum qualifications for the position are met by the applicants. All relevant information submitted by an applicant that meets minimum qualifications shall be forwarded to the committee.
- 8.0 Sufficient Pool: Upon the closing date of the position or at each screening date, Human Resources shall review the applicant pool to determine sufficient suitability. Human Resources will then notify the Chancellor of the sufficiency of the pool in accordance with EEO Guidelines. If the pool is insufficient, the recruitment shall be extended to ensure a sufficient and diverse pool.
- 9.0 Chair of the committee: The Chancellor will designate a committee chair. The Chair of the committee shall have current EEO training as provided to EEO representatives.
- 10.0 Evaluation of candidates: In general, the search committee shall evaluate candidates in regard to subject matter knowledge, knowledge of the area of responsibility, relevant experience, communication skills, commitment to professional growth and service, and sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of the district's students.
- 10.1 The committee shall have completed screening criteria and the interview questions prior to applications being forwarded to the committee for review. The screening criteria and questions shall be job related as documented in the job flier and position description.
- 11.0 Interview of candidates: The search committee shall conduct interviews and use a rating system to evaluate responses. Committee members must be present for each candidate interview and demonstration, if any, in order to participate in evaluation of candidates.
- 12.0 All evaluation procedures shall be reviewed by the EEO representative. The EEO representative shall confirm in writing that the District's EEO procedures have been followed correctly at each stage of the entire hiring process.

13.0 Selection of candidates.

13.1 The search committee shall discuss the qualifications of candidates relevant to those responsibilities identified in the job announcement and job description.

13.2 The search committee chair shall forward a list of final candidates in alpha order unranked to the Chancellor. Forums, campus tours, reference checks, and other appropriate executive search activities may be included by the Chancellor in consultation with the search committee.

Revised: October 1, 2013

Approved: November 28, 2011

EMPLOYMENT OF POA – create and insert

EMPLOYMENT OF ADMINISTRATIVE MANAGEMENT PERSONNEL – VPS

Pending Data – Not sure how different these procedures should be?

EMPLOYMENT OF ADMINISTRATIVE MANAGEMENT PERSONNEL

(Confidential, Classified Supervisors, Managers) – EXCEPTING VPS

1. When a position opening occurs, the President or his/her designee will meet with the appropriate supervisor and the appropriate Vice President to review the position requirements and develop a job description for the vacant position.
2. The job description may be distributed to the Academic Senate, Confidential, CSEA, ESA, and Associated Students for input if interested. The Chancellor will collect and forward all comments and suggestions to the Office of Human Resources for preparation into the job description and develop a job announcement for the vacant position.
3. The Office of Human Resources may request the Academic Senate, Confidential, CSEA, ESA and the Associated Students to submit at least one to two names of individuals who would have been appointed and/or willing to serve on a screening and/or interviewing committee who hold subject matter content and/or relatable experience.
4. The President or his/her designee will appoint one additional certificated manager to serve this committee.
5. The Office of Human Resources will appoint an Equal Employment Representative to serve on this hiring committee as a only non-voting member.
6. The Hiring Committee will complete paper screening and recommend candidates for interview. The Hiring Committee will conduct interviews and make a recommendation of one to three individuals in unranked order to the President or Chancellor or his/her designee.
7. The President, or his/her designee, and/or the Supervisor of the position will serve on the Hiring Committee.

8. The President or his/her designee(s) will conduct reference checks on the finalist(s) as appropriate.
9. The President or his/her designee will make a recommendation to the Board of Trustees for final approval and appointment.
10. The President or his/her designee will offer the position to the successful candidate. The President or his/her designee shall complete the Recommendation to Employ form and submit it to the Office of Human Resources.
11. Once the position is accepted, the Office of Human Resources will place the name of the successful candidate on the next available Board agenda

Hires are not final until the Board of Trustees confirms the hire at the next available Board meeting.

EMPLOYMENT OF ACADEMIC PERSONNEL – FACULTY HIRING MANUAL 2007

II. ESTABLISHMENT OF NEED AND PRIORITIZATION

A. Summary of Projected Needs

The present and future faculty needs of each department shall be analyzed by the faculty, deans, and supervisor of the requested position utilizing Academic Program Reviews, Student Services Reviews, the Educational Master Plan and other planning and Institutional Effectiveness documents. Any request for a position with a new title and/or new duties shall be made available to all faculty members and deans, college-wide.

B. Submission of Priorities and Creation of Final List

1. Each campus or division shall forward staffing requests for categorically- and non-categorically funded positions to the full time Faculty Staffing Committee, a subcommittee of the Academic Senate, no later than October 16 of each academic year.
 - a. Each faculty position request shall include vacancy information, which will be used by the Office of Human Resources to create the Recruitment Announcement. The vacancy information submitted with each request shall include 1) Description of Duties, 2) Desirable Qualifications, and 3) List of Supplemental Materials (see Sections IV.A.2 and V.A). Deans should rely on the advice of discipline faculty members when submitting each faculty request and its accompanying vacancy information. All other information on each job announcement shall comply with state and federal regulations and remain consistent in template form, as determined by the Director of Human Resources in consultation with the Academic Senate.

2. The Faculty Staffing Committee shall prioritize the requests for the hiring of full-time faculty and forward its recommendations as information to the President and to the appropriate councils and committees no later than November 15 of each academic year. Written rationale for the prioritization, along with quantitative and qualitative justification data shall be included.
3. The President shall review the faculty staffing list and, relying primarily upon the advice of the Faculty Staffing Committee, make recommendations to the Chancellor, who will then make recommendations to the governing board, preferably during the December board meeting. Categorically-funded positions may be hired before non-categorically-funded positions.
4. Each campus or division shall forward any additional requests that have resulted from late retirements and/or resignations via the Chief Instructional Officer/Chief Student Services Officer to the Faculty Staffing Committee no later than April 16 of each academic year.
 - a. Each additional request shall include vacancy information, which will be used by the Office of Human Resources to create the Recruitment Announcement. The vacancy information submitted with each request shall include 1) Description of Duties, 2) Desirable Qualifications, and 3) List of Supplemental Materials (see Sections IV.A.2 and V.A). Deans should rely on the advice of discipline faculty members when submitting each faculty request and its accompanying vacancy information. All other information on each job announcement shall comply with state and federal regulations and remain consistent in template form, as determined by the Director of Human Resources in consultation with the Academic Senate.
5. The Faculty Staffing Committee shall include any additional requests (see item 4 above) within the faculty staffing prioritization list. Although positions previously placed in the list will not be re-prioritized, they may be bumped down as the additional positions are added.
6. The Faculty Staffing Committee shall forward the modified list with rationale as described in II.B.2 (above) to the President and appropriate councils and committees no later than May 15 of each academic year.
7. The President shall, relying primarily on the advice of the Faculty Staffing Committee, make additional recommendations to the Chancellor, who will then make recommendations to the governing board by September for Spring Semester hires.

C. Inter-Campus Transfers

1. The District shall post a notice of “available positions for transfer” on the College bulletin boards for ten (10) days, as well as notify all District faculty within which time period a full-time faculty member may request in writing a voluntary transfer.
2. When only one faculty member requests a transfer to a position “available for transfer” that is within the YCFA Unit Member’s discipline, and the YCFA Unit Member regularly teaches a minimum of 40% in the discipline as part of regular load, and that YCFA Unit Member possesses the minimum qualifications for the position, no hiring committee is needed and the District shall transfer the Unit Member to the new assignment.

- a. If the position is not in the same discipline that the Member is currently teaching or if the YCFA Unit Member does not possess the minimum qualifications for the position, the Member will not be granted the transfer and the District shall change the “available position for transfer” to an “open” position.
3. When more than one YCFA Unit Member requests a transfer to the same position “available for transfer” that is within the YCFA Unit Members’ discipline, and the YCFA Unit Members regularly teach a minimum of 40% in the discipline as part of their regular loads, and the YCFA Unit Members meet the minimum qualifications for the position:
 - a. The District shall allow the Unit Members to have interviews with a faculty and administration interview committee at the transfer site.
 - b. The District shall follow the appropriate procedures to transfer the YCFA Unit Member selected by the interview committee to the new site location.

D. Critical Hires

The district is not precluded from hiring faculty on an emergency basis as permitted under California’s Education Code and Title 5 regulations.

The Recruitment Process

The recruitment is essential in the hiring practices of YCCD. In accordance with federal and state laws, regulations, Title V, ADA and collective bargain agreements, YCCD will promote practices that encourage diversity, ...

The Recruitment process conforms to the position and bargaining agreement. This section captures the recruitment and hiring practices that are global across the district.¹⁰

ANNOUNCEMENT OF OPENING—JOB POSTING

It is District practice to hire personnel through a process that reflects openness and integrity. Generally, openings for **administrative** positions will be publicized on campus by posting and circulation of a position announcement.

Announcements for open positions will be found online and the application will be available for internal and external candidates in compliance with the collective bargaining agreements.¹¹ Furthermore, to ensure full consideration, qualified candidates must submit a complete **Online** Application that includes the items listed in the announcement (extraneous materials will *not* be reviewed). References to résumés or other uploaded documents within the Online Application will be considered an "incomplete" application; please enter "N/A" if any section does not apply.

¹⁰ For processes specific to academic please refer to Exhibit 2. For classified refer to Exhibit 3. For management refer to exhibit 4. For Police Officers’ Association refer to Exhibit 5.

¹¹ For the current collective bargaining agreements please refer to yccd.edu...

1. Information on each job announcement shall comply with state and federal regulations and remain consistent in template form, as determined by the Director of Human Resources in consultation with the Academic Senate, with the exception of vacancy information submitted with each faculty position request, which includes the following: 1) Description of Duties, 2) Desirable Qualifications, and 3) List of Supplemental Materials (see Sections II.B and IV.A).
2. The Director of Human Resources shall review the job description for clarity of proposed assignment, appropriateness of educational requirements, and legal compliance.
3. Following Board approval, the Director of Human Resources, working from the vacancy information submitted with each approved faculty position request, shall submit a recruitment announcement and transfer notice to the appropriate discipline faculty and their supervisor (usually the Area Dean) for review, and approval by the dean. If there is a change, the discipline faculty and their supervisor will be notified. Once approved, the recruitment announcement and transfer notice will be posted immediately.

DISTRIBUTION OF ANNOUNCEMENT

1. Full-time, tenure-track faculty positions will be advertised for 40 to 60 days. This advertising time may be reduced by mutual agreement between the Academic Senate and the President if there is a clear need for this reduction.
2. Job announcements may be sent to:
 - a. Other campuses and outreach centers, etc.;
 - b. Yuba Community College District (YCCD) Board of Trustees;
 - c. YCCD faculty and staff;
 - d. Professional Publications (i.e. Chronicle of Higher Education, etc.);
 - e. President or designee of the exclusive bargaining units of the District for faculty (YCFA and YCAFT);
 - f. College and university placement departments throughout the state;
 - g. Local/regional news publications;
 - h. Local school districts;
 - j. Employment development agencies and similar employment agencies;
 - k. Appropriate professional organizations;
 - l. CIO's and CSSO's of CCC by E-mail or letter;
 - m. Appropriate professional journals and local and regional news media;
 - n. Approved electronic web sites (e.g. CCC Registry and YCCD Website);
 - o. Other recruitment sources as determined by the Chief Human Resources Officer.
3. To ensure that members of underrepresented groups are notified of available positions, the District may:
 - a. Advertise in journals and newspapers with underrepresented group leadership as well as in newspapers having wide general circulation;
 - b. Contact persons working in or attending predominantly minority or single gender colleges;

- c. Contact businesses, industries and organizations that serve underrepresented populations;
 - d. Use professional registries and data banks, specifically those whose listings include underrepresented group members;
 - e. Consult with local organizations and agencies serving underrepresented groups regarding recruiting efforts;
 - f. Attend and recruit at job fairs that serve underrepresented populations;
 - g. Contact designated organizations of underrepresented groups.
4. The District shall be identified as an Equal Opportunity Employer.
 5. Professional Recruitment
 - a. Faculty and managers are encouraged to use their professional networks to advertise open positions.
 - b. Faculty and management are especially encouraged to seek out qualified members of underrepresented groups and encourage them to apply for open positions.

Screening Process

REVIEW OF QUALIFICATIONS AND SUBMITTED APPLICATION MATERIALS

1. After the closing of all positions, the Office of Human Resources will process all submitted applications. The Office of Human Resources, or a designated individual, will determine that applications meet minimum qualifications as determined by the Board of Trustees.
2. Application packets must be submitted complete in order to move forward to the Hiring Committees.
3. A complete application packet consists of:
 - CLASSIFIED
 - YCCD Classified application
 - EEO statement
 - Conviction Disclosure Form
 - EEO tally (optional)

FACULTY

- YCCD application
- Personal resume
- Unofficial copies of college transcripts,
- Role Statement,
- EEO Statement,
- Cover letter/letter of interest, and
- Three (3) current letters of recommendation **(letters from members of the screening committee are allowed)**.
- An application may also include any supplemental materials allowed by the job announcement.

MANAGEMENT

(Including Confidential, Classified Supervisors, ESA, Vice President and President positions)

- YCCD Management application
- Resume
- Transcripts – Unofficial and/or Official
- EEO statement
- Cover letter
- Conviction Disclosure Form
- EEO tally (optional)

POLICE OFFICERS' ASSOCIATION

- YCCD Classified application
- EEO statement
- Copy of POST certificate, or recertification
- Conviction Disclosure form
- EEO tally (optional)

SUPPLEMENTAL MATERIALS

YCCD Policy regarding supplemental materials provides that applicants shall not submit supplemental materials other than those required on the job flyer. The Office of Human Resources will not forward any other material included in an application to the Hiring Committee for screening.

FACULTY: Optional addenda to an application *may* be specified in the vacancy information submitted with each faculty position request (see Section II.B), and be consistently *required* of each applicant. **Supplemental materials** requested of applicants may, but need not, include the following: (a) one current evaluation from a peer or supervisor, (b) one abstract of a publication, and/or (c) portfolio. No other supplemental material may be requested of applicants.

Application packets forward to each Hiring Committee will only include completed and qualified applications that include the Conviction Disclosure form. The EEO tally form will be removed prior to the screening of any application packets.

HIRING COMMITTEE OVERVIEW

Screening and Interview committees are selected in accordance with the associated Board Policies. All members of the various committees are required to attend all applicable committee meetings and must have completed **Hiring Committee Training**. All committees are comprised of a Chairperson, an EEO Representative, and various general members.

At no point shall a person be assigned to a committee to “replace” or “fill” a vacant seat on said committee without prior approval of the Chief Human Resources Officer.

CHAIRPERSON

Every committee will be assigned a Chairperson. The Chair coordinates the hiring process and directs committee members in how to carry out their responsibilities. The Chair answers questions posed by both committee members and candidates and works closely with the assigned Equal Employment Opportunity Representative and the Office of Human Resources in carrying out the recruitment process. The chairperson serves as a liaison with the Office of Human Resources. Chairs need to be good planners, organizers, and facilitators. The recruitment process is most efficient when timelines are set well in advance, schedules are communicated to members, and those schedules are followed.

EEO REPRESENTATIVE

The Equal Employment Opportunity Representative (EEO Rep) serves as an extension of the Equal Employment Opportunity Officer (EEO Officer) in monitoring the selection process for new employees. The task is both important and complex. **The role is appointed by the District’s EEO Officer and the Office of Human Resources and is a non-voting role.** It is important because the EEO Rep monitors the fairness of the process; complex because there are any number of ways that the process can slip into unfairness.

Although the EEO Representative has the responsibility for monitoring the conduct of the process, it is the Equal Employment Opportunity Officer who has the authority to intercede if the fellow committee members continue to operate outside of the rules. The Chairperson of the screening/interviewing committee should be the EEO Rep’s ally in this process. If something occurs that should not be allowed, allow the Chairperson a moment to correct it. If the correction does not come, suggest to the Chairperson that what is happening is not appropriate. **(should this section be here? This seems more training-oriented than informative and procedural)**

The EEO Rep and the Chair need to work in concert to make the selection process work efficiently. The EEO Representative needs to be present during every part of the process.

The EEO Representative has the following responsibilities:

- Monitor the hiring process to ensure that no candidate is unlawfully discriminated against
- Bring an awareness and education of EEO goals and objectives to the committee
- Ensure full participation of all committee members
- Ensure fair and equitable treatment for all applicants
- Provide information to the committee on acceptable and unacceptable inquiries

- Serve as liaison to District's EEO Officer
- Report all allegations of noncompliance to the EEO Officer
- Interview timekeeper
- Certification of the hiring process
- Ensure that confidentiality is being maintained
- EEO Representatives are permitted to participate on committees only after they have attended comprehensive EEO Training.

COMMITTEE MEMBERS

All Committee members have the following responsibilities:

- Support the mission, vision, and values of the District
- Participate in mandatory Hiring Committee training at least once every 12 months
- Fully participate in all committee meetings
- Demonstrate objectivity, fairness, and equality of treatment for all applicants
- Maintain strict confidentiality during and after the search
- Assist and contribute in the development of interview questions/topics
- Evaluate candidates with relation to minimum requirements/qualifications and desirable criteria
- Report any and all allegations of noncompliance to Committee Chairperson or EEO Officer

COMMITTEE TRAINING AND ORIENTATION

Committee members will be performing a critical function in **this process, and in the function of YCCD remaining a leader in providing higher education.** Based on information obtained from candidates, both in the screening and interview process, committee members will be evaluating the merit of the candidates. Evaluations will be based on the candidates' job-related skills and knowledge. A committee member's rating will be used as part of a candidate's final score, which will determine his/her rank on an eligibility list¹² and potential for employment.

All committee members are required to participate in Screening/Interview committee training. This training shall include the requirements of the Title 5 regulations on equal employment opportunity (section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the District's Equal Employment Opportunity Plan; the District's policies on nondiscrimination, recruitment, and hiring; principles of diversity, and the value of a diverse workforce. Persons serving in the above capacities will be required to receive training within the 12 months prior to service. This training is mandatory; individuals who have not received this training will not be allowed to serve on Screening/Interview committees. The Equal Employment Opportunity Office is responsible for providing the required training.

All committee members are required to attend an orientation prior to the start of the first interview. Rating standards, methods used in rating, equal employment concepts, and the interview questions will be discussed.

¹² Can we outline the terms of an "eligibility list?" - how long can one remain on an eligibility list? How are candidates ranked? What positions actually have an established eligibility list for which committees can pull from?

In accordance with the training and orientation, committee members should rate candidates based solely on his/her presentation of possessed skills, knowledge, abilities, relevant educational and professional background, and overall suitability for the position, in comparison with specifications written in the job announcement.

The **recruitment/hiring process** is a highly sensitive and confidential process. It is critical that all **screening/interview** committee members, and those associated with this activity, maintain the highest degree of confidentiality in order to preserve the integrity of the process.

Failure to maintain confidentiality may result in personnel action taken against you.

INITIAL COMMITTEE REVIEW

1. If the number of applications submitted is deemed adequate as determined by the co-chairs of the Hiring Committee, in consultation with the Director of Human Resources, the Office of Human Resources shall prepare a list of all qualified applicants. The list, along with the applications, shall be available in the Office of Human Resources when the applications are ready to be screened.
2. If the number of qualified applicants submitted is not adequate as determined by the co-chairs of the Hiring Committee in consultation with the Human Resources Director, the position may be re-advertised.
3. The Office of Human Resources requires 48-72 hours advance notice of initial committee meetings in order to coordinate application materials, EEO Representatives, and other management duties.

COMMITTEE REVIEW OF APPLICATIONS

The development of screening criteria represents a “test” under the law. Therefore, the criteria used in paper screening and interviews, including the questions themselves, must be job-related and predictive of future job success.

The task in paper screening is to make certain that only job-related elements are considered or evaluated. Screening criteria must be predictive of future job success. The simple test is whether or not the criteria is in the position announcement/job flier. The position announcement/job flier captures the important elements, knowledge, skills, abilities, aptitudes or behaviors related to the job. If the college is looking for a Custodian, it is not appropriate to screen candidates as to the length of their military service. If there was validating statistical evidence that military service was an indicator of success in doing custodial work, then using that criteria would be permissible. There is no such evidence and therefore it isn't listed on the job flier.

In developing these criteria it is important to involve all members of the screening committee. Encourage opinions of what is job-related, what is important, and what will help ensure job success. Again, these criteria should flow from the position announcement. If the committee does not

¹³ See Exhibit # for the mandatory Confidentiality Agreement to be signed by committee members.

understand the relationship of a criterion to the job, they should ask the proposer to explain how it relates. If that is a difficult task for the proposer, the criterion probably should not be used.

All applications that meet minimum qualifications are forwarded to the screening committee for consideration. The screening committee's job is to review the contents of these applications against pre-established, job-related criteria and assign a value/score. The development of this job-related screening criteria is facilitated by the Chair.

The **Selection** Committee will be notified that applications meeting minimum qualifications are available for review. Selection Committee members will visit the Office of Human Resources to screen applications or be provided information on how to review the applications from the District portal site.

ONLINE ACCESS TO APPLICATIONS

1. Log into the District web site and your personal portal page.
2. Go to website: [https:// mycampus.yccd.edu/staff/Pages/default.aspx](https://mycampus.yccd.edu/staff/Pages/default.aspx)
3. Under my Team Sites on the right hand side, click on the team site name of the appropriate Hiring Committee
4. Under the Shared Documents tab, click on the screening criteria that was uploaded in a fillable format. The qualified applications and alphabetical list will be uploaded under the same section.
5. Review the applications, then click on the fillable screening criteria and complete one for each applicant.
6. The day of the hiring committee meeting to select candidates, please ensure you have read all applications and completed the screening criteria for each applicant. Please ensure that the Office of Human Resources obtains a copy of each criteria form after the meeting.

SCREENING GUIDELINES

The purpose of having the committee write guidelines for screening is to develop consensus among the screeners as to the priorities for the position and to develop a high degree of consistency and inter-rater reliability.

It is important to have all members of the committee agree to the criteria and to evaluate information consistently. In addition to defining the actual rating criteria, committees may also want to develop an overview and statement of priorities.

Each committee would be responsible for determining what criteria are appropriate for each of the following broad guidelines and for defining what constitutes a "superior," "well qualified," "qualified" or "unacceptable" score for each guideline.

SCREENING CRITERIA

1. Screening criteria and interview questions are to be developed by the Hiring Committee prior to review of applications.
2. Screening criteria are to be based on the job announcement.

SCREENING PROCESS

1. Screening criteria and rating sheets shall be prepared by the committee chairpersons prior to reviewing applications. Applications will be available to the committee co-chairs five working days after the position closes.
2. Expeditious screening of applications is highly desirable in order to ensure that talented candidates are still available for interviews.

RATING OF CANDIDATES

1. The members of the Hiring Committee shall meet at the time determined by the committee chairpersons with completed ratings of all candidates.
2. The chairpersons and the EEO representative shall tabulate the committee members' individual ratings of the candidates to establish the ratings of the candidates. This rating shall be posted in such a manner that all committee members can view the rating.
3. The committee shall then discuss the strengths and weaknesses of the top candidates and other candidates chosen by the committee members.
4. The committee will determine the number of candidates to be interviewed, and the co-chairs shall forward the names of those selected for interview to the Office of Human Resources and coordinate with that office the dates for interviewing.

FACULTY

-Indication of Teaching Skills and Abilities

(Methodology, innovation, creativity, organization, accuracy, leadership ability)

In evaluating each candidate for each of the following criteria be sure to consider not only their application and resume, but also evaluate the quality of their answers to the supplemental questions and any additional information gleaned from their cover letter.

In determining whether or not the candidates possess the required KSA try to ascertain the level of responsibility and judgment required in the jobs previously held, as well as the variety of students the candidate worked with. Keep in mind the diverse nature of community college students. (Broad experience is probably more valuable than experience with a narrow group of students.)

-Related Experience - Paid and Unpaid

(Internships, teaching experience, additional experience likely to have prepared a candidate for this position)

In evaluating candidates' experience, length and quality of experience should both be considered. The quality of the experience, and particularly the variety and level of responsibility may be more important than the length of experience.

Candidates, for example, who have worked with community college students doing this exact job for a short time may still be more highly valued than someone with lengthy experience with a single type of student at, for example, a University of California. Someone who has had several related jobs at several different types of schools (high school, adult ed., and a CSU campus for example) might also be highly valued.

-Educational Training and Background

(Degrees, course work, workshops, memberships)

In evaluating the applicants' training and education a committee may want to look at level of degree, relatedness of major and/or additional course work and recency of training. Evidence of continuing education through workshops, seminars and conferences related to teaching techniques or recent developments in the body of knowledge of the subject area should also be considered. A Doctorate (academic areas) granted fifteen years ago, for example, may not be as valuable as a Master's Degree with continuing education courses completed within the last two years.

In a vocational area (non-Masters) a committee may want to consider formal education at an institution of higher education as well as industry-sponsored training, apprenticeships, etc.
Notification of Candidates.

1. Once the list of names of those selected for interview has been submitted, the Office of Human Resources will notify within ten days the candidates who were not selected for an interview.
2. The Office of Human Resources will notify within two days those who have been selected and schedule them for an interview.
3. Sufficient time shall be allowed between notification and the interview to permit candidates to make travel arrangements. A minimum of one week's notice will be provided. Two weeks time is preferable for those requiring extensive air travel.

The Interview

The Chair is responsible for (1) facilitating the interviews, (2) for calling those internal candidates who were not selected and (3) for scheduling 2nd interviews if applicable.

The Office of Human Resources will coordinate locations for the initial review of questions, a location to conduct written assignments/skills testing, and a room for the oral interview.

- If you are requiring a writing assignment or other skills test, the Office of Human Resources highly recommends scheduling it to follow the review of question, but prior to the oral interview; this allows use of the same room for both the preview and the writing assignment/ skills test.

The interview date(s) must take into consideration the time needed to contact candidates. The Office of Human Resources will notify each candidate of the interview date and time. To do this the interview date can be no sooner than 5-10 working days from the date you request the Office of Human Resources to begin notifying candidates.

DEVELOPING INTERVIEW QUESTIONS

Similar to the application process and review, an interview represents a test under the law. Therefore, the criteria used in the interview, including the questions themselves, must be job-related and predictive of future job success.¹⁴

In developing questions, the committee must be able to distinguish an applicant's ability to do the job from their ability to get the job.

It is important to establish job-related criteria for interview questions before the questions are written. Again, these criteria should flow from the position announcement. If a committee member does not understand the relationship of a criterion to the job, ask the proposer to explain how it relates to the position announcement, duties, and roles. If that is a difficult task for the proposer, usually signified by an ambiguous or vague response, the criterion probably should not be used.

Shift the focus from experience to results:

- Job performance in a former position, accomplishments and productivity.
- Be less concerned with years of experience and more concerned with *what they have done*.
- Past performance is the best predictor of future performance.

Interview questions should be behavioral based. Create questions that make the candidate tell the committee about specific work experience and their professional accomplishments.

All interviews must contain at least one question that explores the candidate's knowledge of and sensitivity to diversity. This type of question is best posed as a "how would you" question. For example, "Yuba Community College District serves an increasingly diverse student and staff population. Describe any experience and/or training which have prepared you to work with and support individuals from diverse backgrounds. Please provide specific examples."

This type of examination tests an applicant's knowledge of subject matter determined relevant to the position for which the applicants applied. The exam is structured, which essentially means it is like a written essay test, given orally. Each applicant will be asked to answer the same set of questions. Follow-up questions are only permitted to clarify the candidate's answer to a previous question. Otherwise, every candidate is asked exactly the same question in exactly the same manner as all other candidates.

INTERVIEW PROCEDURE

To ensure consistency and fairness, each interview is structured the same way. In addition, each candidate is notified:

- To review position announcement as the flier provides a clear picture of the requirements and duties of the position. In addition, the filer outlines the subjects to be tested.

¹⁴ Is there an Educational Code or Labor Code to which we would like to reference this requirement.

- If they have a physical or mental condition which requires us to make a reasonable accommodation for the testing process, they are to contact the Office of Human Resources immediately. It is the applicant's responsibility to notify us in a reasonable timeframe if such assistance is needed. If the committee is asked to make an accommodation in the interview, the candidate has failed to reasonably notify us and we are not, therefore, required to make any accommodation. However, the best course of action is to halt the interview and call in someone from the Office of Human Resources to make that decision.
- They will be given 15/30/45 minutes to preview the interview questions that will be asked during the oral interview.

At the time of the interview:

- A committee member shall escort the candidate into the room at the time of the interview and introduce the candidate to the committee members, prior to commencement of the interview;
- The candidate shall be informed the committee members will be making notes as he/she speaks, therefore there will often be absence of eye contact.
- The committee members then ask a series of job-related questions developed prior to the interview.¹⁵
- Before each interview ends, the candidates *may* be given an opportunity to ask questions or add any information that he/she feels would be helpful to the committee in making an evaluation of his/her skills and knowledge.

Objectives of an effective interview include, but are not limited to:

- The gathering of information which reasonably might predict the ability of a candidate to perform in the position.
- Providing each candidate with a realistic picture of the job for which they have applied.
- Assuring each candidate that he/she has received an unbiased, thorough and unhurried opportunity to present his/her qualifications for the position under consideration.
- Provide all candidates with a positive image of Yuba Community College District – creating a desire to accept the job to the candidate initially offered the position.

• ¹⁵ As previously stated, Committee members are permitted to ask follow-up questions, but only to seek clarification of something mentioned by the candidate, not to elicit responses or lead the candidate into the right answer.

SECOND INTERVIEWS

If the Chairperson of the hiring committee decides to hold second interviews, then:

1. The Office of Human Resources and/or the Hiring Committee chair shall contact and schedule selected candidates for a second interview.
2. The Hiring Chair will determine who will sit on the second interview committee. **The EEO Representative assigned to the hiring committee shall be present at the second interview, unless otherwise unavailable; at which point, an alternative EEO Representative must be selective to fill the vacancy.**
3. Let the candidates know when/where they need to go for their second interview.
4. The Hiring Committee Chair shall contact those NOT going forward (sample script is **Exhibit 8/9**).
5. The Office of Human Resources will provide copies of the second interview candidate applications to the second hiring committee.
6. The Office of Human Resources will prepare the interview materials and/or if the second interview will be handled in a less formal manner, the Hiring Chair will forward a copy of the proposed interview questions.
7. Interviews will be held, candidates for references checks will be determined.
8. The Hiring Chair will offer the position, and complete the Recommendation to employ form for placement on the next available Board agenda.
9. Return to Human Resources:
 - a. Applications of those not going forward to 2nd interview.
 - b. All interview folders

If there Chairperson decides to not hold second interviews, then:

1. All interview folders must be returned to the Office of Human Resources
2. Forward to the hiring manager:
 - a. The instructions and questions (How to contact references) included in this packet.
 - b. The hiring manager should conduct reference checks.
3. After receiving positive responses from the reference contacts, the committee chair should extend the offer of employment to the candidate. Once the position has been accepted, the committee chair, will complete the Recommendation to Employ form to the Office of Human Resources
4. The hiring manager calls the finalist and offers position (script included). Let him/her know that HR will be sending an offer letter.

5. After the finalist has accepted:
 - a. Call the candidates who were not selected (script Exhibit 8/9).

SELECTION

- If, at any time, the President or designee has reservations regarding the recommendations of the Hiring Committee, the President or designee will meet with the committee and explain the rationale for his/her concern. If there were additional candidates who the committee judged to be well qualified, the Hiring Committee may elect by a majority vote to have next ranked candidate(s) considered.
- Once a candidate has accepted a position, the Office of Human Resources shall include the candidate's name in the next Board of Trustees' agenda for approval.
 - The supervising Dean or Vice President will notify the final candidate of his/her selection prior to forwarding the appropriate forms to the Office of Human Resources. The candidate will be informed that this offer of employment has been made pending Board approval and fingerprint clearance. The Office of Human Resources will review salary and contract information with the final candidate and obtain signatures.
 - The Administrative Co-chair shall notify the committee after the selection is made.
- The Office of Human Resources will place the name of the selected person on the next regular Board meeting agenda and will process all employment forms.
- The Office of Human Resources will notify in writing those candidates who were interviewed and were not selected for the position.
- Following Board approval and fingerprint clearance, the final candidate will be given formal notice of the appointment by the Director of Human Resources.

DATE OF HIRE

An employee's initial hire date in a permanent status is to be used in establishing length of service and benefit eligibility for the District.

EMPLOYMENT CONTRACTS/ AGREEMENTS

Academic administrators are issued employment agreements. Generally, such contracts/ agreements will be issued annually on a fiscal-year basis. The term of employment agreements may be for periods of time beyond one year by authorization of the Board of Trustees, consistent with the Education.¹⁶

¹⁶ Please refer to California Education Code Section...

Classified managers are employed in accordance with Education Code Section 88000, et. Seq. Conditions of employment are consistent with the Education Code and benefits generally parallel programs of similar categories for certified managers.

NEPOTISM

The District does not prohibit the employment of relatives or domestic partners, as defined by Family Code Section 297 et seq., in the same department or division, with the exception that they shall not be assigned to a regular position within the department or division if the immediate family member is in a position to recommend or influence personnel decisions.

1. Immediate family means spouse, parents, grandparents, siblings, children, grandchildren and in-laws or any other relative living in the employee's home. The District retains the right to identify further relationships as being governed by this policy.
2. Personnel decisions include appointment, retention, evaluation, tenure, assignment of work, promotion, demotion, or salary determination of the relative or domestic partner as defined by Family Code Section 297 et seq.
3. The District will make reasonable efforts to assign job duties to minimize the potential for causing an adverse impact with regard to employee supervision, safety, security or morale, or for creating other potential conflicts of interest.

Notwithstanding the aforementioned, the District retains the right where such placement has the potential for causing an adverse impact to refuse to place spouses in the same department or division. The District retains the right to reassign or transfer any person to eliminate the potential for creating an adverse impact.

Section 4: Employment Changes in Status

RETREAT RIGHTS

Academic Employees

Educational Supervisors: In accordance with Education Code Sections 87355, 87454, 87458, and 87459, an educational supervisor employed on or before June 30, 1990 retains status as a tenured faculty member.

Tenured academic employees assigned to an educational supervisor position retain the status as a tenured academic employee.

If employed as an educational supervisor prior to July 1, 1990, and not a tenured academic employee, the employee may be granted status as an academic employee if the educational supervisor position is terminated and following conditions are met:

1. The employee has served two or more years as an academic employee, educational supervisor, or a combination of the two in the District.
2. The termination of the administrative assignment is for other than dismissal for cause.
3. The Board of Trustees determines that the individual meets the minimum qualifications or equivalency as outlined in District policy.
4. The Board of Trustees provides written notification to the administrator of the decision on or before March 15.

If the educational supervisor is employed on or after July 1, 1991, and is not a tenured academic employee, the employee has the right to become a first year probationary academic employee if the following conditions are met:

1. The employee has served for two or more years as an academic employee, educational supervisor, or a combination of two in District.
2. The termination of the administrative assignment is for other than dismissal for cause.
3. The Board of Trustees determines that the individual meets the minimum qualifications or equivalency as outlined in District policy.
4. The Board of Trustees considers Academic Senate's determination of qualifications in deciding whether to employ the educational supervisor as an academic employee.
5. The Board of Trustees provides written notification to the administrator of the decision on or before March 15.

Classified Managers

In accordance with E.C. Section 88127, are provided with the same rights and privileges as classified employees represented by Union insofar as seniority and bumping rights are concerned.

BREAKS IN SERVICE

Board authorized leave(s) will not be considered a break in service. All other forms of leave, including resignation and/or retirement, will be considered a break in service.

SECTION 5: TERMS AND CONDITIONS OF EMPLOYMENT

PRE-EMPLOYMENT REQUIREMENTS

Fingerprinting Clearance:

The District, prior to employment, shall require each person to be employed in, a position to complete fingerprint clearance through the Department of Justice. It is required that all management employees submit for fingerprint clearance as a condition of employment. Failure to meet this condition will result in release from employment with the District.

The cost of Fingerprinting is incurred by the successful candidate selected to fill the position.

Tuberculosis Testing

All newly hired academic employees shall have on file a medical certificate indicating freedom from communicable diseases, including tuberculosis. No academic employee shall commence services until such medical certificate has been provided by the District.

All newly hired employees must show that they have been examined within the past 60 days to determine that they are free from active tuberculosis.

All employees shall be required to undergo an examination within four years of employment and every four years thereafter, to determine if they are free from tuberculosis.

The cost Tuberculosis Testing is incurred by the successful candidate selected to fill the position.

EMPLOYMENT REQUIREMENTS

Work Year/ Work Week

The work year begins July 1 and ends June 30. The exact number of worked days in the work year is determined by the District calendar as adopted by the Board of Trustees.

The normal work week is generally Monday through Friday and is forty hours, but may vary according to demands of the position. Individual daily and weekly work schedules may also vary according to the demands of the position and will reflect concern for the diligent performance of the job.

The work day at YCCD begins at 8:00 a.m. and ends at 5:00 p.m. Generally administrators are expected to work these hours.

Continued Staff Development Training

The strength of any organization is measured by its human capital - the individuals that it employs to fulfill its mission, vision and purpose. The district seeks to continuously employ highly qualified academic, classified and management employees so that the colleges and district services can effectively serve students. As such, staff will be strongly encouraged to participate in continuous staff development training in order to progress in providing services for students and the community.

Pay Categories

All employees are classified in one of two pay categories: exempt or non-exempt. The Office of Human Resources is responsible for applying the definitions and criteria of the Federal Fair Labor Standards Act in determining exempt or non-exempt status.

The terms "exempt" and "non-exempt" are classifications derived from the duties performed by an employee, not from the title assigned to a position.

- Non-exempt Employees: employees covered by the provisions in the Act for minimum wage and entitled to accrue overtime pay for hours worked beyond forty (40) hours in the work week. Non-exempt employees are paid weekly for hours worked.
- Exempt Employees¹⁷: employees who are legally exempt from the overtime provisions of the Act. Exempt employees are paid monthly and on a salary basis. The salary of exempt employees cannot be reduced because of variations in the quality or quantity of work.

Personnel Files

The Office of Human Resources maintains files that contain a copy of employment documents as well as paperwork relating to employee benefits. It is the employee's responsibility to advise the Office of Human Resources on changes in name, address, telephone number, marital status, dependents, beneficiaries or insurance benefits, persons to notify in case of emergency, etc.

All information in personnel files is confidential and used only for employment-related purposes. The District maintains employee records in accordance with applicable state and federal requirements.¹⁸ Employees may review their personnel files (during business hours) by notifying the Office of Human Resources.

With regard to information in personnel files, the Human Resource Office intends to respect the privacy of all employees. Requests for personal and payroll information are considered confidential and proprietary and handled appropriately. Generally, without specific written authorization and release from an employee, only his/her job title, verification of employment dates and job duties will be released outside the District.

- Emergency Notification
All employees shall keep a current emergency notification card on file with the Office of Human Resources. The appropriate form will be provided by Human Resources.
- Change of Address
All employees shall keep current their actual/ mailing address with the Office of Human Resources. Upon change of an address, the employee shall notify the Office of Human Resources.

WORKPLACE SECURITY

All keys issued to employees must be returned to the Physical Plant office on or before the employee's last day of work. Keys are District property and must be returned upon termination. Keys issued to an employee are not to be loaned to other employees or non-employees. If another employee needs access to a building for which he/she does not have a key, Campus Security should be contacted.

Loss or theft of District keys must be reported immediately to the Campus Police office. Depending on the circumstances, employees may be charged for the replacement of a key.

¹⁷ All management positions authorized by the Board of Trustees are exempt employees.

¹⁸ Refer to ... For such guidelines. Also available online at...

Section 6: The Role of Management at YCCD

DEFINITION

District management employees are responsible for having authority in the interest of the District to hire, transfer, suspend, lay off, recall, promote, discharge, assign or discipline employees of the District. District Managers have the responsibility to assign work, direct and evaluate employees, address grievances or effectively recommend the action to be taken when a grievance is filed.

Management employees are those individuals collectively responsible for promoting educational leadership, formulating and recommending District policies and procedures, administering District programs, and supervising District employees. Management employees include those Confidential, Educational Administrators, Classified Supervisors and Managers as defined in Board Policy and authorized annually by the Board of Trustees.

MANAGEMENT OBLIGATIONS

In furtherance of management duties, managers are responsible for the overall leadership of the District. They are obligated to certain responsibilities such as attending required management meetings, maintain sound fiscal management of their respective departments and the District; following fair and legal hiring practice; abiding by all agreements entered into by the District, such as collective Bargaining agreements; and adhering to other sound management practices.

Duties and responsibilities of management employees are outlined in this document, Board Policy and Administrative Procedures, the organizational chart and individual job descriptions. Changes to any and all such documents are subject to review as appropriate or required by Board Policies.¹⁹

MANDATORY STAFF DEVELOPMENT AND TRAINING

District managers are required to attend regular staff development trainings to stay in line with District ideals, Board policies and Administrative Procedures. In addition, they are required to be trained in best practices regarding Sexual Harassment Prevention....²⁰

PERFORMANCE PLANNING AND EVALUATION

The District's process for the Performance Planning and Evaluation for Managers is based on written job descriptions and statements of objectives for each manager (Exhibit 1). The evaluations are generally conducted annually by the employee's immediate supervisor and may include feedback from other members of the campus community. Evaluations may be conducted more or less frequently, dependent upon performance. The completed evaluation form is to be shared and discussed thoroughly with the management employee and then becomes part of the employee's personnel file. The primary purpose of the evaluation process is to develop management employees

¹⁹ Such guiding policies and procedures, chart, and job descriptions can be found at: yccd.edu or

²⁰ For a complete list of mandatory trainings and guidelines as applied to district management please see....

and to assist them in carrying out job responsibilities. The process also may be used as the basis for personnel actions.

Exhibit # reflects the Evaluation Form, Guidelines and Procedures for Management Staff. Should a manager receive an unfavorable or unsatisfactory evaluation, the manager will be placed on a performance plan in order to align their performance with the job duties and expectations of the governing administration.

Appropriate Appearance/Attire

The District's commitment to excellence and to maintaining a high profile in the community require standards of personal appearance from staff that are consistent with departmental needs and with the expectations of those whom the department serves. Some areas of the District in which staff members have limited contact with persons outside the department may be flexible in terms of dress standards. Departments may set reasonable standards that reflect departmental needs, including the wearing of standardized uniforms provided by the District at no expense to the staff member.

In addition to appropriate attire, good personal hygiene is expected of all employees. If a supervisor believes an employee is not dressing appropriately and/or practicing good personal hygiene, his or her decision regarding either of these issues will prevail, and the employee is expected to cooperate in making the necessary changes to meet expectations.

Occasionally, the situation arises in which an employee has an allergic reaction to the fragrance another employee is wearing. In these instances, it is expected that the employee wearing the fragrance will discontinue doing so in the interest of other co-worker's comfort and health.

SALARY SCHEDULE AND MANAGEMENT POSITIONS²¹

Management employees are paid according to the salary schedule as adopted annually by the Governing Board of Trustees. They shall perform duties specified in their respective job descriptions. Management employees may be required to do other duties as assigned that are related to the primary assignment.

Stipends, Steps/Longevity, Degree Stipends

Steps

Step increments are awarded each July 1 for permanent management employees who have been in paid status for more than six months in the preceding fiscal year (hired prior to January 1).

Longevity

Longevity is provided to management employees after 3 years of being placed at step 9. In no case will longevity be awarded until 3 years of service at step 9 has been achieved.²²

²¹ Further details regarding compensation are outlined in Section 7: Compensation

²² Administrative Policy XXXX, Board Policy XXX ?

Additional Degree Stipend

Management employees who earn or possess a degree from an accredited educational institution that is above the degree required for their particular position receive an annual stipend as documented on the salary schedule approved annually by the Governing Board of Trustees.

Doctoral Degree Stipend

Management employees who have earned a doctoral degree from an accredited²³ educational institution receive an annual stipend as documented on the salary schedule approved annually by the Governing Board of Trustees.

Salary Schedule Placement**Initial Salary Schedule Placement**

Initial placement on management salary schedule for staff new to District is the range authorized by the Board of Trustees for the position. Credit may be given for previous managerial experience. In no case may a new management employee of the District be placed higher than step 5 in the respective range of the position, without approval of the Chancellor.

²³ An accredited educational institution is a college or university that has been accredited by an agency approved by the U. S. Department of Education.

Section 7: Compensation

It is the goal of the YCCD District to provide competitive and fair compensation to all employees. Compensation guidelines of the District are based on collective bargaining.²⁴

Salary Schedule and Management Positions

Management employees are paid according to the salary schedule as adopted annually by the Governing Board of Trustees. They shall perform duties specified in their respective job descriptions. Management employees may be required to do other duties as assigned that are related to their primary assignment.

Stipends, Steps/Longevity, Degree Stipends

Steps

Step increments are awarded each July 1 for permanent management employees who have been in paid status for more than six months in the preceding fiscal year (hired prior to January 1).

Longevity

Longevity is provided to management employees after 3 years of being placed at step 9. In no case will longevity be awarded until 3 years of service at step 9 has been achieved.

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Salary Schedule Placement

Initial Salary Schedule Placement

Initial placement on management salary schedule for staff new to District is the range authorized by the Board of Trustees for the position. Credit may be given for previous managerial experience. In no case may a new management employee of the District be placed higher than step 5 in the respective range of the position, without approval of the Chancellor.

Pay Period—Salary Payments

Salary is paid monthly in 12 equal payments on the last business day of each month.

Payroll Deductions

²⁴ Collective bargain agreements can be located at YCCD.edu.

Every payday an employee receives a statement of earnings. This statement provides current and year-to-date earnings and withholdings.

Compulsory deductions are those withholdings that YCCD is required by law to make from an employee's earnings. Compulsory deductions include Social Security and Medicare, Federal Income Tax, and State Income Tax.

Voluntary deductions are those deductions YCCD is authorized by the employee to make from his or her pay. **Requests for voluntary deduction requests** must be made in writing.

In January of each year, all employees will receive a Wage and Tax Statement, Form W-2.

Assignment of Wages and Wage Garnishments

State and federal authorities may cause a legal summons to be served at an employee's work location to garnish the employee's salary to satisfy payment of taxes, delinquencies from creditors, or child support enforcement. The District shall make the appropriate deductions and arrange for payment to the garnishing agency until the garnishment is satisfied.

Section 8: Employee Benefits

HEALTH AND WELFARE BENEFITS

The District has established a variety of employee benefit plans. The following is a brief summary of those plans. Complete descriptions of the programs are contained in the Tri-County Schools Insurance Group (TCSIG) plan documents and summary plan description booklets, copies of which are maintained by the Human Resource Office or on the Human Resources website <http://www.yccd.edu/hr/benefits.html>. In the event of any contradiction between the information appearing in this handbook or on the website and the information that appears in the TCSIG plan documents, the TCSIG plan documents shall govern in all cases.

The District reserves the right to amend or terminate any of these programs or to require or to increase employee premium contributions toward any benefits at its discretion and for whatever reasons it considers appropriate.

In most instances, benefits will cease upon termination of employment for any reason, except where mandated by state and federal laws. Any benefits described in this handbook apply only so long as the handbook is current. They do not provide vested rights.

BENEFIT ELIGIBILITY

Each management position will be enrolled in health, dental, vision, and life insurance. The various base and optional health plans referenced are offered by the Tri-County Schools Insurance Group, hereinafter referred to as TCSIG. Should the vendor change or should any TCSIG plan(s) terminate,

the District will implement other similar coverage. Health and Welfare benefits coverage is limited by plan conditions, time requirements, open enrollment periods, and other restrictions identified by TCSIG or the vendor utilized by the District.

Employees who are employed a minimum of .60 FTE (1,248 hours per year) on a continuing basis are eligible to receive full benefits, including medical, dental, vision, retirement, disability, life insurance, vacation and sick leave.

Individuals hired on a temporary basis or as independent contractors are not eligible for employee benefits.

MEDICAL

For management employees hired before July 1, 2002, the District will provide paid premiums/contributions to the TCSIG Premier Plus plan. The management employee will have the option to purchase other available plans at a cost equal to the premium difference, if any, between the base Premier Plus plan and the plan selected.

For management employees hired on or after July 1, 2002, the District will provide paid premiums/contributions to the TCSIG Premier plan. The management employee will have the option to purchase other available plans at a cost equal to the premium difference, if any, between the base Premier plan and the plan selected.

The District also provides a Flexible Benefits Option for all management employees. This option will allow management employees to select from all of the available TCSIG plans, including all "High Deductible" plans that qualify for Health Savings Accounts.

The District will provide each management employee a return of 75% of the savings from the difference in premiums if the management employee voluntarily opts into a lower plan than what he/she otherwise qualifies for. The premium savings will only be provided to the management employee via a District sponsored 403 (b) plan or qualified Health Savings Account. The options include voluntarily opting from one of the TCSIG regular plans identified as Premier Plus, Premier, Standard, and Basic to a lower regular plan OR voluntarily opting from one of the regular plans to a High Deductible Plan eligible for a Health Savings Account.

In the event that a management employee opts from the regular plan for which they qualify for, into a lower regular PPO plan, the management employee will receive 75% of the savings from the premium placed into a District sponsored 403 (b) plan.

In the event that a management employee opts from the regular plan for which they qualify into a High Deductible Plan, the management employee will receive 75% of the savings from the premium placed into a District sponsored Health Savings Account up to the maximum allowable contribution. Any remaining premium savings will then be placed into a District sponsored 403 (b) plan. The District will utilize the Health Savings Account vendor provided through TCSIG, and management employees must meet all legal mandates for participation in a Health Savings Account.

For example: If employee...

All management employees with a spouse who is a current permanent employee covered under the District's benefits plans with TCSIG shall be placed in TCSIG Standard Plan for the duration of the period that they are "dual-covered." Should a management employee have a change in circumstances such that he/she **is no longer dual-covered under TCSIG** plans, the management employee will be allowed to return to the plan that he/she otherwise qualifies for under the terms of this agreement. Management employees shall return to the plan that they qualify for by documenting a qualifying event and by submitting a letter of support from the District to the vendor documenting the qualifying event. Dual covered management employees described in this paragraph will not receive any portion of their premium savings to be utilized in the District-provided 403(b) or Health Savings Account.

Should a married management employee die prior to retirement, the surviving spouse may continue the benefit programs at the expense of the spouse.

DENTAL

The District provides all management employees and their eligible dependents with fully paid premiums for a dental plan.

VISION BENEFITS

The District provides all management employees and their eligible dependents with fully paid premiums for a vision plan.

Group Life Insurance

The District will provide life insurance consistent with the life insurance programs in place for the District.

SUPPLEMENTAL HEALTH AND WELFARE BENEFITS

EMPLOYEE ASSISTANCE PROGRAM

The District offers the services of an Employee Assistance Program (EAP) to all (*permanent*) benefit eligible employees and their dependents. An Employee Assistance Program provides free professional counseling services for employees and their family members **when problems or stressful situations interfere with day-to-day activities and in preventing personal or work-related problems.**

FLEXIBLE SPENDING ACCOUNT

As part of its benefit package, The District offers an Internal Revenue Code (IRC) Section 125 Flexible Spending Account. Section 125 allows employees to pay for certain health related and/or dependent care expenses with pre-tax dollars. These expenses include health, dental and vision premiums, non-reimbursed medical costs and child care expenses.

Retirement Health and Welfare Benefits

Retirement benefits and Health and Welfare Benefits are provided by the District for all management employees. Over the course of time, and with Board authorization, these benefits have been subject to change. Vested or guaranteed benefits will remain in place for management employees with such vested or promised benefits earned prior to January 1, 2009. Vesting for post-employment retirement benefits is determined by initial hire date (See 3.2). Nothing in this document shall supersede guaranteed benefits vested prior to adoption of this document. A summary of the criteria for vested benefits for various management employees is included in this document (Exhibit 3).

All management employees hired after June 30, 2002, including Confidential, Educational Administrators, and Classified Supervisors and Managers, receive no post-employment health benefits paid by District. Employee may purchase benefits through District at own expense.

The following criteria will apply to all management employees regardless of hire date:

For purposes of eligibility for post-retirement medical benefits, a management employee who was formerly a permanent employee within the District in another employee group, the initial hire date with the District will be used.

Management employees eligible for retirement benefits must participate in Medicare Part A and B upon reaching the qualified age.

Management employees that qualify for post-retirement medical benefits may participate in the dental and vision programs as well, at their own expense.

In the event a management employee eligible for retirement benefits should die, the surviving spouse may continue the insurance program at the expense of the spouse.

Post-employment health and welfare benefits are limited by plan conditions, time requirements, open enrollment periods, and other restrictions identified by the TCSIG or the vendor utilized by the District.

Upon retirement, management employees are not eligible to participate in District provided life insurance programs.

Post-Retirement Employment

Subject to District policy and at the discretion and authorization of the Board of Trustees, eligible retirees may be considered for post-retirement employment opportunities. Such post-retirement employment opportunity will be consistent with retiree's abilities, skills, and recent experience and with the needs of the District and subject to maximum supplemental earnings laws and regulations of Social Security, PERS, or STRS.

YCAFT

LEAVES WITH PAY

Sick Leave

Unit members shall earn sick leave credit at the rate of one (1) hour for each eighteen (18) hours of paid service during the academic year. Sick leave credit will not be earned for any fraction of eighteen (18) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.

Reporting and Verification

Any unit member using sick leave benefits under provisions of this Article shall provide the employee's Immediate Supervisor with a signed REPORT OF ABSENCE form upon return to duty.

Notification of Absence

Unit members shall notify the immediate supervisor and/or the Division Secretary as soon as practically possible so that arrangements can be made for cancellation of class or obtaining a substitute. If the unit member becomes ill or another emergency arises during the day, he/she shall notify the immediate supervisor and/or the Division Secretary of the absence.

Personal Necessity Leave

Unit members may not use more than four (4) days of accumulated Sick Leave credit in an academic year for Personal Necessity Leave.

A unit member shall submit notification for Personal Necessity to his/her supervising dean at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible.

Such leave may be used at the discretion of the unit member.

Upon return to work, the Report of Absence form shall be filed with the unit member's supervising dean.

Bereavement Leave

Unit members of the bargaining unit may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) consecutive calendar days within one (1) week, or five (5) working days within one (1) week if travel of more than 300 miles is required, per occurrence on account of death of any member of the member's immediate family.

"Member of the immediate family," as used in this section means the mother, father, stepmother, stepfather, grandmother, grandfather, or grandchild of unit member or unit member's spouse, and spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother,

sister, registered domestic partner or any immediate relative living in immediate household of unit member.

An extension of bereavement leave may be requested under personal necessity leave.

Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit member's immediate supervisor. The unit member shall provide verification satisfactory to the District.

Industrial Accident and Illness Leave

For an accident or illness which is job-incurred, and upon the written request of the employee, unit members shall be provided leave benefits as stipulated by law not to exceed sixty (60) days.

Periodic medical reports may be required during extended absence of a unit member. A unit member returning to work from industrial accident or illness leave shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions.

Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit member's immediate supervisor.

Jury Duty

When regularly called for jury duty in the manner provided by law, members of the bargaining unit shall be granted a leave of absence without loss of pay for the time the unit member is required to perform jury duty during the unit member's regularly assigned working hours.

Request for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.

A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit member's immediate supervisor.

Section 9: Vacation, Holidays, Sick Leave and Leaves of Absence

Management employees of the Yuba Community College District are provided a generous leave package that includes the following: Vacation, Holiday, Sick Leave and Leaves of Absence. All leaves provided are consistent with those leaves identified and prescribed by Education Code and Board Policy/Administrative Procedure.

Vacation leave for management employees shall not accumulate beyond two years of paid leave. Employees shall be permitted to take vacation in a timely manner to avoid accumulation of excess vacation.

The Board retains the power to grant leaves with or without pay for other purposes or for other periods of time.

Upon using authorized leave, it is the responsibility of the management employee to document all leaves on the District Absence Report Form <http://www.yccd.edu/hr/viewform.php?id=19>.

VACATION

1. Full-time employees are entitled to 22 days of annual vacation.
2. Vacation entitlement is established per District policy.
3. Vacation entitlement is established on the first of month, if employed between 1st and 15th day, or the 1st of the following month if employed on or after 16th day. In order to count the last month of service for vacation allowance, the employee must have worked beyond the 15th day of month.

ACCRUAL

An employee may not accumulate more than **two (2) years vacation, forty-four (44) days**. If in jeopardy of exceeding the maximum accrual at fiscal year end, the District will, after consultation with the employee, schedule vacation at time mutually agreeable to both parties. Management employees are responsible for use of their vacation time. Failure of a management employee to use vacation as authorized by the Governing Board of Trustees will result in the loss of leave accumulation above the maximum of two (2) years accumulation (44 days). I don't understand...two years and forty-four days OR two years vacation amounts to 44 days? – that actually equals 352 hours or 8.8 weeks assuming a 40 hour work week.

Holidays

Members of the unit shall be entitled to the following holidays with pay:

Martin Luther King Jr. Day
Lincoln's Birthday Observance
Washington's Birthday Observance
Caesar Chavez Day Observance
Spring Thursday

Spring Friday
Memorial Day
Independence Day
Labor Day
Veterans Day Observance
Day Prior to Thanksgiving
Thanksgiving Day
Day Following Thanksgiving
Winter Closure

The last seven (7) working days prior to January 2, except when January 1 falls on a Sunday, then the seven (7) working days shall include January 2.

CLASSIFIED

LEAVES

Absences and Conditions Regulating Absences

A unit member may be absent from work during required periods of service, providing the applicable policies and procedures have been properly implemented. Absence for any other reason shall constitute an “unauthorized absence” and may subject the unit member to disciplinary action.

An “unauthorized absence” is any absence that is not a paid leave as defined in this agreement or not an unpaid leave authorized by the Board of Trustees.

Information relative to absences and leaves shall be made a matter of record included in the unit member’s personnel file. Violation of such absences and leave provisions shall be considered cause for suspension and/or dismissal.

Except when there is an emergency, notification of unit member’s absence shall be reported in advance by the unit member to the immediate supervisor or, if not available, the Human Resources Development and Personnel Services Office or Campus Police Department. When advance notification is impossible, the unit member shall submit notice as early as possible. The reasons and the amount of time to be involved shall be reported.

Before the end of the work day on the first day the unit member returns to service the unit member shall complete the Leave Request/Report of Absence form stating the reason for absence. Documentation supporting the unit member’s need for absence may be required. Misrepresentation by a unit member of the reason for an absence shall cause such absence to be classified as an “unauthorized absence.”

A unit member shall not be allowed to undertake any gainful employment while on leave of absence or sick leave unless specifically authorized by the Board. The unit member may be required to certify that he/she was not gainfully employed.

Unit members shall not be entitled to salary compensation during periods of “unauthorized absence” from work during required periods of service.

Upon expiration of authorized leave of absence, the unit member will be placed in an existing position in the same job classification in which the unit member previously worked.

Unit members in unpaid status will be ineligible for continuance of District benefits unless the unit member elects to make advance payment to the District for such benefits.

Periods of authorized leave of absence, paid or unpaid, shall not be considered to be a break in service.

Bereavement Leave

Unit members may be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five (5) working days if out-of-state or in excess of two hundred (200) miles one-way is required) at the time of death of a member of the unit member’s immediate family. Such absence will not be deducted from authorized absences or leaves.

“Member of the immediate family,” (either by birth or through marriage including “step” relations) as used in this section means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member’s spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, registered domestic partner, or any immediate relative living in the immediate household of the unit member.

The Director of Human Resources Development and Personnel Services may request verification satisfactory to the District of bereavement leave immediately upon returning to work.

Jury Duty

When regularly called for jury duty in the manner provided by law, unit members shall be granted a leave of absence without loss of pay for the time the unit member is required to perform jury duty during the unit member’s regularly assigned working hours.

Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member’s immediate supervisor and to the District Human Resources Development and Personnel Services Office through regular administrative channels.

Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.

A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

When jury service is not required during the unit member’s regular assigned working hours, the unit member is required to return to work.

Any day during which a unit member, whose regular assigned shift commences at 6:00 PM or after and who has served all day on jury duty, that unit member shall be relieved from work without loss of pay.

The District may require verification of jury duty prior to, or subsequent to, providing compensation.

Personal Necessity Leave

A unit member may be granted a maximum of seven (7) days leave of absence in any school year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the unit member's accumulated sick leave when approved by the Director of Human Resources Development and Personnel Services or direct supervisor upon employees' return to work.

Personal necessities are limited to:

- Serious illness of a member of the immediate family, as defined in 8.2.2;
- An accident involving his/her person or property, or the person or property of a member of his/her immediate family;
- Death of a member of the immediate family, as defined in 8.2.2;
- Appearance in court as a litigant or witness.

This leave specifically does not include any recreational use, nor any use related to the present or prospective employment, union activity or paid employment outside the District. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the unit member's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

Industrial Accident or Illness Leave

Any unit member, upon attaining permanent status, shall receive sixty (60) working days leave with pay in any one fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the unit member becomes ill or is injured while he/she is serving the District and the accident or illness is reported to the Workers' Compensation insurance carrier in accordance with their regulations, and the Workers' Compensation insurance carrier accepts responsibility for the treatment of the unit member.

Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year, in which the injury or illness occurred, for the same illness or injury.

Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving Workers' Compensation he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time off, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage or salary.

Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.

When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

A unit member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

The Board shall require certification by the attending physician that the unit member is medically able to return to and perform the duties of his/her position.

Any unit member receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside of state.

Sick Leave

Unit members employed five (5) days a week shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the start of each fiscal year (July 1) to full-time unit members. Fractional assignment shall receive proportionate leave entitlement.

Unit members employed five (5) days a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

Unit members employed less than five (5) days per week shall be entitled, for fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

Pay for any day for such absence shall be the same as the pay, which would have been received, had the unit member served during the day.

Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year. New unit members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.

Utilization of sick leave shall be calculated in increments of thirty (30) minutes.

If the unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Unused cumulative sick leave will be canceled when employment with the District is terminated and will not be compensated for in terminal pay.

Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiropodists, chiropractors, psychiatrists, psychologists, or physical therapists, for the unit member or the unit members' immediate family as defined in 8.2.2. Such leave shall be scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.

“So as not to interfere” means, as much as possible, appointments will be scheduled at the beginning or end of the day, and/or will require return to work upon completion of appointments.

All sick leave absence shall be reported in writing through the immediate supervisor. The District reserves the right to require medical verification of illness for any absence; however, such right shall not be exercised in an arbitrary or capricious manner. In addition, any absence of five (5) days or more requires medical certification.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.

Unit members must be in active employment a minimum of eleven (11) days in order to earn one (1) day sick leave for that month. Unit members on paid leave status are eligible to earn or use sick leave. Sick leave may be applied only on those days when the unit member is required to report for duty but cannot do so because of illness or injury. The operation of this provision shall not be deemed to nullify Section 8.8.9 below.

“Active employment” means in a paid, working status, paid leave status or in a Board authorized unpaid leave status. “Unauthorized leave” is not active employment.

While “difference pay” is active employment, unit members will not accrue additional sick leave and vacation while on “difference pay”.

When a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days leave as the number of months in the fiscal year he/she was employed bears to twelve (12).

Sick leave entitlement shall be reduced by one (1) day for each month a unit member is on leave without pay.

Unit members may convert unused sick leave to retirement credit in accordance with the then-existing law, rules and regulations of P.E.R.S. when filing a request for retirement.

Holiday Leave

Members of the unit shall be entitled to the following holidays with pay:

- Martin Luther King Jr. Day
- Lincoln’s Birthday Observance
- Washington’s Birthday Observance
- Caesar Chavez Day Observance
- Spring Thursday
- Spring Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day Observance
- Day Prior to Thanksgiving
- Thanksgiving Day
- Day Following Thanksgiving
- Winter Closure

When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

Should a holiday or any other day designated by the Board as a public holiday occur while a unit member is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from other paid leave of absence.

Unit members shall be entitled to the same number of holidays, regardless of whether they work Monday through Friday or some other shift.

Unit members other than an employee designated by the District as exempt, required by his/her supervisor to work on a holiday shall receive time-and-a half pay in addition to his/her regular day’s

pay for work on the holiday. If the unit member does work and is paid overtime for working on a holiday, he/she shall not receive an additional day off.

When a holiday falls on a non-work day for a unit member working other than Monday through Friday and the holiday is one of those outlined in Section 8.7.1, the unit member is entitled to an additional day off with pay.

Vacation Leave

Unit members are entitled to vacation allowance with regular pay. Unit members working forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows based on their anniversary date:

1 year -	11 days (7.33 hrs. per month)
2 thru 5 years -	12 days (8.0 hrs. per month)
6 thru 10 years -	17 days (11.33 hrs. per month)
11 thru 15 years -	18 days (12.0 hrs. per month)
16 or more years -	22 days (14.67 hrs. per month)

Unit members working less than forty (40) hours per week or less than twelve (12) months per year shall earn vacation at the same ratio as their work schedule bears to the regular work hours per day, days per week, weeks per month, or months per year.

Entitlement to vacation shall be credited at the start of each fiscal year or the beginning of employment for bargaining unit members. If a unit member terminates employment with the District and has been granted vacation leave which was not yet earned at the time of termination of employment, the District shall deduct from the unit member's last check the full amount of salary which was paid for such unearned days of vacation leave taken.

Vacation entitlement shall be established as the first (1st) of the month of employment if employed between the first (1st) and fifteenth (15th) calendar date of that month or the first (1st) of the following month if employed on or after the sixteenth (16th) calendar date of the month. In order to count the last month of service for vacation allowance, the unit member must have worked beyond the fifteenth (15th) day of the month.

Upon separation from service with the District, the unit member shall be entitled to lump sum compensation for all earned and unused vacation to a maximum of two (2) years annual leave allowance.

Unit members who have not completed six (6) months of employment in regular status shall not be entitled to compensation for vacation.

If, during the first six (6) months of employment, the unit member has used vacation, such vacation used shall be deducted from their final pay warrant.

A unit member shall not accrue vacation leave until having worked in a paid, active status, as defined in 8.6.11.1.

No unit member may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least six (6) months in advance, and/or with approval of the Board. Leaves approved under this section shall be deemed priority vacations over subsequent vacation requests.

Accrued vacation leave will be used to extend sick leave when necessary.

Any paid holiday to which a unit member is entitled shall not be charged as a day of vacation.

A permanent unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the employee supplies notice, where possible, and supplies supporting documentation, such as a doctor's certificate, if applicable, of illness, regarding the basis for such interruption or termination.

A unit member must work a minimum of eleven (11) days during the month or be on paid leave of absence in order to earn full vacation for that month.

Vacation schedules shall be developed within each department. Insofar as possible, vacation shall be scheduled at times requested by the bargaining unit member; however, the District shall have the right to insure the vacation schedules do not impede the required operations of the department.

No employee may accumulate more than two (2) years vacation benefits as of 30 June. Employees who, by 1 March, appear to possibly accrue more than the limit of two (2) years by 30 June will be so notified.

Thereafter, the District will schedule the employee for vacation in the amount of the accumulated excess. In doing so, the District will attempt to schedule such vacation at a time mutually agreed upon.

If the District does not allow the employee to take vacation, the employee will be paid a lump sum for the excess accumulated days.

Parental Leave

An employee is entitled up to five (5) days paid leave each year, to be deducted from accumulated sick leave, for the purposes of childcare after birth or adoption, for processing an adoption, or for pregnancy-related illness.

Personal Business

Annually, each unit member shall be entitled to five (5) days of paid leave, which shall be deducted from accrued sick leave, for the purpose of conducting personal business. These days may be taken in thirty (30) minute increments. Whenever possible one day notice shall be submitted prior to taking such leave.

General Leave

When no other leaves are available, a leave of absence of not more than one (1) year may be granted to a permanent employee on an unpaid basis upon unit member request and approval by the Board of Trustees. Authorization of leaves under this section shall not be deemed as a precedent for future requests.

Leaves, except Military Leave, may not be used for other employment without the express permission of the District.

Military Leave

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Leave of Absence for Retraining and Study

An employee may request a leave of absence for up to one (1) year for study or retraining purposes and upon approval of the Board of Trustees shall be granted such leave. Such leave may be granted not more than once every three (3) years for retraining nor more than once every seven (7) years for study.

An employee may request a leave of absence for study upon the completion of seven (7) consecutive years of service with the District.

An employee requesting such leave shall submit to the appropriate supervisors, in writing, a detailed description of the study program identifying particularly those areas that will improve his/her ability to carry out the duties and function of his/her job, to keep abreast of the latest technological changes, and/or benefit the operation of the District.

A retraining program may be mutually agreed to upon the employee's completion of three (3) consecutive years of service.

The maximum number of employees on such leave at any one time may not exceed five percent (5%) of employees in the Classified service.

While on such leave, the employee will receive "difference pay." Difference pay is defined as the residual of the employee's pay after deducting the cost of what is paid or the cost of what would have been paid a substitute during the period of the leave.

Employees must return to two (2) years employment in the District after such leave.

Employees will receive their difference pay in two equal, annual, installments, one (1) during the first (1st) year and one (1) during the second (2nd) year after returning from such leave.

Any leave of absence granted under this policy shall not be deemed a break in service for any purpose with the sole exception being that if the employee does not maintain her/his insurance benefits during the leave, some insurance benefits may be, thereby, modified.

Such leave shall not be counted in computing the period, which must elapse before the granting of another, leave for retraining or study purposes.

Upon returning from a leave of absence, the employee shall assume the duties of his/her absented position with seniority as of the date of beginning the leave.

Family Care and Medical Leave

The District shall abide by the state and federal Family Care and Medical Leave Act.

The purpose of Family Care and Medical Leave is to provide a unit member with the ability to take time off from work for the birth, adoption, or placement of a child or for the serious health condition of the unit member, her/his child, parent, or spouse without jeopardizing employment status.

Eligibility

A unit member who has been employed by the District for at least twelve (12) months and who is otherwise eligible for benefits.

Reasons For Family Care And Medical Leave:

- Because of the birth of the unit member's child and in order to care for such child.
- Because of the placement of a child with the unit member for adoption or foster care.
- In order to care for the spouse, a child, or a parent who has a serious health condition.
- Because of a serious health condition that renders the unit member unable to perform the functions of his/her position.

Leave Parameters

A unit member may take a total of twelve (12) weeks of leave during any twelve (12) month period. In general, leave shall not be taken by the unit member intermittently or on a reduced leave schedule unless medically necessary. The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the unit member is entitled pursuant to this Article.

MAINTENANCE OF INSURANCE BENEFITS

Coverage - During any period that a unit member takes family and medical care leave, the District shall continue to provide the fully paid District group health and welfare life insurance benefits for the duration of the leave at the level and under the conditions coverage would have been provided if the unit member had continued in employment continuously for the duration of such leave.

Failure to Return From Leave

The District may recover the premium that it paid for maintaining coverage for the unit member under the group health and welfare benefits plan during any period of unpaid Family and Medical Care Leave if the unit member fails to return from leave after the period to which the employee is entitled has expired; and the employee fails to return to work for a reason other than:

- The continuation, recurrence, or onset of a serious health condition that entitled the employee to leave or other circumstances beyond the control of the employee.
- Reinstatement Rights upon return from an approved family or medical care leave, the unit member shall return to the same bargaining unit position unless mutually agreed upon otherwise.
- Family Care and Medical Leave shall not be considered a break in service for longevity or seniority.

Notice by Unit Member

If the unit member's need for a leave pursuant to this Section is foreseeable, the unit member shall provide the Director of Human Resources Development and Personnel Services with reasonable notice of the need for the leave.

If the unit member's need for leave pursuant to this Section is foreseeable due to a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the leave to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring care.

The District may require that the unit member's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care.

The District may require that the unit member's request for leave because of the unit member's own serious health condition be supported by a certification issued by his/her own health care provider.

Catastrophic Leave

The District shall create a Catastrophic Leave Program as follows:

- Any classified employee may donate up to sixteen (16) hours of Sick Leave per year to the "Catastrophic Leave Pool."
- Requests for Catastrophic leave donations shall be made by the Director of Human Resources Development and Personnel Services through a District-wide notice to all Permanent Classified Employees.
- Any employee who receives eligible sick leave credits under this provision shall first exhaust all paid leave he/she has accrued.
- The eligible employee may "withdraw" leave from the pool in no less than eight (8) hour increments.

- All requests for Catastrophic Leave must be made by or on behalf of the employee to the Director of Human Resources Development and Personnel Services and be accompanied by a physician's verification of medical need and duration of recovery.
- The Director of Human Resources Development and Personnel Services, three (3) unit members selected by the Association and one (1) Classified Supervisor appointed by the Director of Human Resources Development and Personnel Services shall form an Ad Hoc Catastrophic Leave Committee whose responsibility will be to grant or deny the request for Catastrophic Leave.
- The Catastrophic Leave Committee may allow a permanent employee to withdraw up to fifty percent (50%) of the available hours in the Catastrophic Leave Pool for each illness, injury, accident, etc. The Committee may consider extensions of this limit on a case by case basis.
- In the event that any donated Catastrophic Leave time remains unused, that time shall remain in the Catastrophic Leave Pool and shall be available to other qualified employees pursuant to the terms of this Article.
- Catastrophic leave provisions shall apply to all permanent classified employees.

CLASSIFIED FRINGE BENEFITS

INSURANCE PROGRAMS

Effective July 1, 2008, for Classified Unit Members hired before January 1, 2003, Yuba Community College District will provide health benefits with one hundred percent (100%) District paid premiums, to a maximum of \$1225 per month, to include Health (Premier Plus Plan), dental, vision and life insurance for unit members and their eligible dependents for the period July 1, 2011 through June 30, 2014. The unit member shall have the option to purchase a more costly plan at the expense of the unit member, should the cost of the plan selected by the unit member have higher premiums than that which the unit member qualifies for.

For the period July 1, 2011 to June 30, 2014:

- Health Insurance: TCSIG Medical Premier Plus Plan up to \$1225 per month.
- District and unit members will share equally the cost of the portion of the premium in excess of \$1225 per month.
- Dental Insurance: TCSIG Delta Dental Plan D-3, \$2,000 yearly limit
- Vision Insurance: TCSIG Vision Plan C, \$5 Co-pay
- Life Insurance: Transamerica Life \$50,000 Straight Term

All unit members with a spouse or domestic partner that is "dual covered" under the Districts benefits plans with TCSIG and/or any other employer that is a member of TCSIG, shall be placed in TCSIG Standard Plan for the duration of the period that they are "dual covered". Should it occur that a unit member's circumstances change such that they are not dual covered under TCSIG plans, the unit member will be allowed to return to the plan that they otherwise qualify for under the terms of this agreement. Unit members shall return to the plan that they qualify for by documenting a qualifying event and by the District submitting a letter of support to the vendor documenting the qualifying event.

In the event that the TCSIG Standard Plan changes such that dual covered unit members are not provided one hundred percent (100%) coverage for all circumstances, each unit member shall be moved to the next highest plan that provides one hundred percent (100%) coverage for dual covered unit members. (IE, Standard Plan changes such that out of pocket expenses are not fully covered in the same manner that dual covered individuals would enjoy as dual covered under Premier Plus or Premier Plans).

The District will implement a flexible benefits option for all unit members. This option will allow unit members to select from all of the available TCSIG plans, including all "High Deductible" plans that qualify for Health Savings Accounts.

The District will provide to each unit member a return of seventy-five percent (75%) of the savings from the difference in premiums if the unit member voluntarily opts into a lower plan than what the unit member qualifies for as outlined in Sections 9.1 and 9.2. The premium savings will only be provided to the unit member via a District sponsored 403(b) plan or qualified Health Savings Account.

Unit members may utilize this option based on savings between the cap of \$1225 per month and the cost of the premium for the lower plan. (IE. \$1225 – voluntary option rate = 403b District contribution or H.S.A. contribution). Options for dispersal are as outlined in Exhibit 7. The options include voluntarily opting from one of TCSIG regular plans, identified as Premier Plus, Premier, Standard and Basic to a lower regular plan OR voluntarily opting from the regular plans to a High Deductible Plan eligible for a Health Savings Account.

In the event that a unit member opts from the regular plan for which the unit member is qualified into a lower regular plan, they will receive 75% of the savings from the premium placed into a District sponsored 403(b) plan.

In the event that a unit member opts from the regular plan for which the unit member is qualified for, they will receive seventy-five percent (75%) of the savings from the premium placed in a District sponsored Health Savings Account up to the maximum allowable contribution by law. Any remaining premium savings will then be placed into a District sponsored 403(b) plan.

The District will utilize the Health Savings Account vendor provided through TCSIG and unit members must meet all legal mandates for qualification to participate in Health Savings Account.

In the event a successor agreement has not been reached by the expiration of this agreement, and the District and the Association are not actively involved in negotiations, the District and the Association agree to share equally the increased cost (starting July 1, 2014) to health benefit [Premier Plan, (new employees hired after January 1, 2003) or Premier Plus Plan, (employees hired before January 1, 2003)], dental, vision and life insurance beyond the cost of benefits for 2013-14.

This article is limited by plan conditions, time requirements, open enrollment periods, and other restrictions identified by the Tri-County Schools Insurance Group for benefits.

Unit members working .6 FTE or more will receive District-paid health and welfare benefits. Unit members working less than .6 FTE shall not receive any District-paid health and welfare benefits.

For those unit members whose assignment is less than twelve (12) months, the District will pay the premiums for the insurance programs described in Sections 9.1, 9.2, 9.3, and 9.4 above. Should the unit member fail to return to his/her position, he/she shall reimburse the District for the amount of premiums paid by the District during the period of non-employment.

New employees will receive coverage effective the first (1st) of the month following employment. For the purposes of qualification for health benefits, date of hire for any permanent position will be used for determining the plan that a unit member is eligible for.

Unit members on paid leave status are considered to be continuous employees and no interruption to the insurance program shall be imposed upon unit members on paid leave. Unit members on an unpaid leave shall have their insurance program terminated for the remaining duration of the leave unless the unit member wishes to continue coverage by paying the full premium(s) each month in advance.

Should the District change the Group Health Insurance provider, the District will provide a health plan that provides materially equal benefits, subject to rules, regulations and or bylaws as required by the provider. In the event that there is not materially equal benefit plans commercially available, the District will negotiate plan changes with the Association upon changing providers.

FACULTY

LEAVES

Absences and Conditions Regulating Absences - General Provisions

- A Unit Member may be absent from work during required periods of service, providing the applicable policies and procedures as stated in this article have been properly implemented.
 - 4.1.2 Absence for any other reason shall constitute an "unauthorized absence." Unit Members shall not be entitled to salary compensation during periods of unauthorized absence from work during required periods of service.
 - 4.1.2.1 Unit Members on "unauthorized absence" for a period longer than 30 days shall be responsible for reimbursing the District for health benefits expense for the month(s) of the unauthorized absence.
 - 4.1.3 Except in an emergency (such as injury or illness in one's immediate family or serious damage to one's property), the Unit Member must notify his/her immediate supervisor in advance of the intent to be absent so that students can be notified.
 - 4.1.4 Injury and illness involving Unit Members (or absence from class for any reason): A Unit Member who is unable to report for duty is required to notify his/her immediate supervisor each day by 8 a.m. if possible. If a Unit Member becomes ill or an emergency arises during the day, he/she should notify the immediate supervisor if it becomes necessary to leave campus.
 - 4.1.5 Upon return to duty, the Unit Member shall complete and file with the immediate supervisor a "Report of Absence" for all contract days, or portions of contract days missed. The immediate supervisor will sign and forward the form to the Human Resources Office.

Sabbatical Leaves

- 4.2.1 Annually, sabbatical leaves shall be granted to eligible Unit Members (refer to Article 27.4) for the purpose of carrying out an approved program of study or travel which will enable the Unit Member to provide improved service to the District and its students. Consideration will be given to programs which involve one or more of the following categories:
 - Advanced academic study;
 - A professional study project or travel itinerary which constitutes an organized program with clear objectives;
 - Study through work experiences which enable professors to respond to changing educational conditions and student needs.
- 4.2.1.1 Unit Members not excluded by Article 27.4 who have satisfactorily completed at least six (6) consecutive years of full-time service in this District will be eligible to apply for a sabbatical leave. Normally, sabbatical leaves will be completed within one academic year. However, Unit Members may take the leave in two separate semester periods with prior approval from the Leave Approval Committee provided the total leave is completed within a three-year period. Any period of service between the separate semesters shall comprise a part of the service required for a subsequent sabbatical leave. An approved leave, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility. The applicant may apply during the sixth (6th) or later consecutive year of service. No sabbatical will be granted within two (2) years of completing an unpaid leave of absence of 26 percent or more of the required days of attendance.
- 4.2.1.2 The District shall allocate funds in the District Budget each fiscal year for financing of sabbatical leaves totaling four (4) FTEF (For example, two [2] full-year sabbaticals and four [4] one-semester sabbaticals or any combination thereof).
- 4.2.1.3 Leaves granted will be distributed among the various divisions/sites of the District so as not to impair the instructional or student services programs.
- 4.2.1.4 All applications shall be formally submitted to the Leave Approval Committee through the Vice Chancellor of Educational Planning and Services Office not later than December 1, or two (2) weeks after the Sabbatical Leave Workshop, whichever date is later, of the previous academic year.
- 4.2.1.5 The Leave Approval Committees shall be composed of the Vice Chancellor of Educational Planning and Services, two (2) Unit Members appointed by the Academic Senate(s), two (2) Unit Members appointed by the Association, and college presidents. Immediate supervisors shall be utilized as non-voting resource people.
- 4.2.1.6 The Leave Approval Committees shall provide the Chancellor with the recommended leave applications for approval.
- 4.2.1.7 Criteria used for ranking sabbatical leave applications and evaluation procedures shall be developed by the Academic Senate(s) and the Leave Approval Committee as named in 4.2.1.5.
- 4.2.1.8 By the end of the semester immediately following the sabbatical, the Unit Member who has completed a sabbatical leave will submit to the Leave Approval Committee a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, shall be forwarded through the District Chancellor's office to the Board. The individual shall also make an oral report to the faculty and to the Board if requested by the Leave Committee.

- 4.2.1.9 Pursuant to Ed Code 87770 the applicant will agree to serve the District immediately following completion of the sabbatical for at least twice the time of the leave granted.
- 4.2.1.10 Compensation while on sabbatical leave shall be 95 percent of the Unit Member's range and step computed in accordance with the salary schedule in effect during the period of leave with 5 percent of sabbatical compensation (i.e., 5 percent of the 95 percent) held pending 4.2.1.10.1. A sabbatical leave will be counted as service and experience on the salary schedule and time toward retirement.
- 4.2.1.10.1 Upon Leave Approval Committee acceptance/approval of the written report within the required timeline (4.2.1.8), the 5 percent will be returned to the Unit Member by the next pay period.
- 4.2.1.10.2 In accordance with Education Code 87775, the District shall be freed from any and all liability for the payment of compensation or damages for the death or injury of a Unit Member occurring while the Unit Member is on sabbatical.
- 4.2.1.10.3 In the event of death, serious injury, illness, or disability that precludes completion of the sabbatical plan and/or post-sabbatical commitments, the District shall remit the 5 percent of sabbatical compensation (the 5 percent of the 95 percent) held to the Unit Member or to his/her estate.
- 4.2.1.10.4 Unit Members may elect to receive full CalSTRS service credit for a sabbatical leave by paying their own contribution for the difference between the 95 percent service credit and the 100 percent service credit. It is recommended that three months prior to returning from sabbatical, the Unit Member contact CalSTRS and request a Redeposit Form (i.e., buyback). The Unit Member may pay his/her portion of the service credit only upon completion of the sabbatical; and by requesting the form ahead of time, the Unit Member will be able to pay less interest.
- 4.2.1.11 Change of Sabbatical Program
- 4.2.1.11.1 Once the sabbatical leave request has been approved, it is understood that the applicant will, as a minimum, fulfill the approved program within the agreed upon time lines.
- 4.2.1.11.2 Any deletion or modification of items in the approved program shall be made only after an amended plan has been submitted and approved, using the same procedure as applies to the original leave request.
- 4.2.1.11.3 Any variation from this, without written permission, will be considered an abrogation of the sabbatical agreement and may render the time void for service credit and experience on the salary schedule and for the accrual of sick leave and will cause the salary withheld to be forfeited to the District and placed in the Retiree Benefit Fund. Such decision shall be determined by the Leave Approval Committee.
- 4.2.1.11.4 Should the Unit Member fail to complete an approved report (4.2.1.8) and required post-sabbatical service to the District (4.2.1.9), the District has the right to recover a prorata portion of the Unit Member's sabbatical compensation and any related legal fees pursuant to Education Code Section 87771.

Sick Leave

- 4.3.1 At the beginning of each academic year, every full-time Unit Member shall be credited with ten (10) days of sick leave annually, which shall accrue from year to year without limit. Sick leaves for Unit Member illness or injury (only) shall be earned at the rate of one (1) day per month: A 10-month Unit Member will earn 10 days; an 11-month Unit Member will earn 11 days; and a Unit Member hired for less than 10 months will have sick leave prorated at the rate of one (1) day per month of the term of service.

- 4.3.1.1 By August 31 of each academic year, the District shall provide each Unit Member with a full accounting of accrued sick leave.
- 4.3.2 Credit for sick leave need not be accrued prior to taking sick leave by the Unit Member; such leave may be taken any time during the fiscal year, not to exceed the balance of the Unit Member's sick leave entitlement through June 30 of that academic year.
- 4.3.2.1 In the event that a Unit Member has exhausted his/her sick leave, the District shall grant the Unit Member up to ten (10) days of sick leave in addition to that accrued in anticipation of the Unit Member's accruing such leave after he/she returns to duty.
- 4.3.2.1.1 Should the Unit Member fail to return to duty after having been granted the additional days as provided for in 4.3.2.1, the Unit Member shall reimburse the District for the days advanced. The reimbursement amount will be calculated as a day being equal to 1/176th of the Unit Member's regular annual salary; i.e., the reimbursement shall be at the prorata rate.
- 4.3.2.2 The District shall allow Unit Members to donate a total of two (2) days of sick leave each academic year to another Unit Member or Members who have exhausted all accumulated sick leave.
- 4.3.2.2.1 Unit Members shall be allowed to receive donated leave with medical verification outlining the term of the leave.
- A Unit Member is eligible to receive donated leave up to a maximum of 110 days
- 4.3.2.2.2.1 Upon exhaustion of donated leave, the District will provide an additional 10 days of catastrophic leave to be utilized by Unit Members.
 - 4.3.2.2.3 Once a Unit Member has returned from a medical leave during which donated leave was utilized, the Unit Member is not eligible to accumulate additional donated leave for a term of 6 months.
- 4.3.3 Any Unit Member who is on paid status while on sick leave, sabbatical, or other paid leave shall continue to earn all employee leave benefits to which entitled. A Unit Member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.
- 4.3.4 If absence because of illness or injury extends beyond the foregoing allowance, the employee may be eligible for "five month law" benefits (Ed. Code 87780). If the employee provides the District with an acceptable medical verification, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee hired to fill the Unit Member's position during the absence or, if no temporary employee is hired, the amount which would have been paid to the temporary employee had one been hired and paid from the Exhibit B-2 Extra Pay (EP) Salary Schedule at the Class II Step 1 level. The benefit provided in this article shall not be cumulative from year to year nor shall an employee be credited with more than one (1) entitlement of the "five month law" benefit for a single illness or injury. This benefit is available to the employee whether or not he/she is placed on long-term personal leave for health reasons by the Board. Long-term temporary employees are not eligible for this benefit.
- 4.3.5 Sick leave credit received by transfer from a previous school district of a new Unit Member shall be accepted pursuant to the provisions and limitations provided in the Education Code.
- 4.3.6 All sick leave rights or accumulations shall be canceled when a full-time Unit Member severs all official connection with the District as an employee, except that

accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions and limitations of the Education Code.

- 4.3.7 Any Unit Member shall have the right to utilize sick leave necessitated by pregnancy, adoption, miscarriage, childbirth, or recovery there from. In order to minimize disruption of the educational process, the Unit Member shall notify his/her appropriate Dean as soon as practical to facilitate scheduling.
- 4.3.8 Unit Members shall be provided with an accounting of accumulated sick leave annually.
- 4.3.9 Any Unit Member using sick leave benefits under provisions of this Article shall provide the supervising Dean with a signed "Report of Absence" form upon return to duty.
 - 4.3.9.1 The District may require a statement from a physician verifying the necessity of such absence.
 - 4.3.9.2 Periodical medical reports may be required during extended absence of a Unit Member, if so requested by the District.
 - 4.3.9.3 Unit Members returning to work from illness absence may be required to present a physician's release verifying medical permission to return to work, including restrictions, if any.
 - 4.3.10 The Unit Member shall notify the supervising Dean as soon as practically possible so that arrangements can be made for cancellation of class or obtaining a substitute. If the Unit Member becomes ill or another emergency arises during the day, he/she shall notify the supervising Dean of the absence (refer to Articles 4.1.3 and 4.1.4).
 - 4.3.11 Sick leave may be utilized by any person placed under quarantine on the same basis as though the person had been ill.
 - 4.3.12 The District may at its expense require an examination by a physician mutually agreed upon by the District and the Association to corroborate a Unit Member's ability to return to work or his/her ability to work because of injury or illness (refer to Article 4.1.5).

Sick Leave for Extra-Pay Teaching, Counseling, and Librarian Assignments

- 4.4.1 Unit Members whose employment is designated as EP assignment(s) employed on an hourly basis (other than Summer Session), shall earn sick leave credit at the rate of one (1) hour for each eighteen (18) hours of paid service. Sick leave credit will not be earned for any fraction of eighteen (18) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.
 - 4.4.1.1 By August 31 of each academic year, the District shall provide each Unit Member with a full accounting of accrued EP sick leave hours.
- 4.4.2 Reporting and verification will be in accordance with Article 4.3.9 above.
- 4.4.3 Notification of absence will be in accordance with Article 4.3.10 above.

Bereavement Leave

- 4.5.1 Unit Members shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, or five (5) working days if travel of more than 300 miles is required, per occurrence on account of death of any member of the Unit Member's immediate family.
- 4.5.2 "Member of the immediate family," as used in this section means the mother, father, grandmother, grandfather, or grandchild of the Unit Member or of the Unit Member's spouse,

and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, domestic partner or any immediate relative living in the household of the Unit Member.

- 4.5.3 An extension of bereavement leave may be requested under personal necessity leave.
- 4.5.4 Upon return to duty, the "Report of Absence" form shall be filed with the Unit Member's supervising Dean. The Unit Member shall provide verification satisfactory to the District.

Long-Term Disability Leave

- 4.6.1 Consistent with Education Code §87789, the District will grant a long-term leave of absence for any academic employee who has applied for and been certified/qualified by CalSTRS for a disability allowance.
- 4.6.2 Academic employees utilizing such leave as qualified by CalSTRS shall have the leave extended for the term of the disability, not to exceed 39 months from the time that the academic employee was determined to be eligible by CalSTRS.

Industrial Injury And Illness Leave

- 4.7.1 For an injury or illness which is job-incurred, and upon the written request of the Unit Member, he/she shall be provided leave benefits under the following provisions:
 - 4.7.1.1 Allowable leave shall be sixty (60) days during which the colleges of the District are required to be in session or when the Unit Member would otherwise have been performing work for the District in any one academic year for the same injury.
 - 4.7.1.1.1 Industrial injury or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
 - 4.7.1.2 Allowable leave shall not be accumulated from year to year.
 - 4.7.1.3 Industrial injury or illness leave shall commence on the first (1st) day of absence.
 - 4.7.1.4 When a Unit Member is absent from his/her duties on account of an industrial injury or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurred and, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
 - 4.7.1.5 The phrase, "full salary," as used in this Article shall be computed so that it shall not be less than the Unit Member's "average weekly earnings" as that phrase is used in Section 4453 of the Labor Code. For purposes of this Article, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
 - 4.7.1.6 When an industrial injury or illness leave overlaps into the next fiscal year, the Unit Member shall be entitled to only the amount of unused industrial injury or illness leave due him/her for the same illness or injury.
 - 4.7.1.7 Upon termination of the industrial injury or illness leave, the Unit Member shall be entitled to the benefits provided in Education Code Sections 87781 and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial injury or illness leave, provided that if the Unit Member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability, will result in a payment to him/her of not more than his/her full salary.

- 4.7.1.8 During any paid leave of absence, the Unit Member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial injury or illness. The District, in turn, shall issue the Unit Member appropriate salary warrants for payment of the Unit Member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the Unit Member for periods covered by such salary warrants.
- 4.7.1.9 Any Unit Member receiving benefits as a result of this Article shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.
- 4.7.2 Periodic medical reports may be required during extended absence of a Unit Member. Unit Members returning to work from industrial injury or illness leave shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions.
- 4.7.3 Upon return to duty, the "Report of Absence" form shall be filed with the Unit Member's supervising Dean.

Jury Duty

- 4.8.1 When regularly called for jury duty in the manner provided by law, members of the Association shall be granted a leave of absence without loss of pay for the time the Unit Member is required to perform jury duty during the Unit Member's regularly assigned working hours.
- 4.8.2 Request for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the Unit Member's supervising Dean.
- 4.8.3 Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the Unit Member.
- 4.8.4 A Unit Member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- 4.8.5 Upon return to duty, the "Report of Absence" form shall be filed with the Unit Member's supervising Dean. Unit Members will be required to attach jury notice and or proof of service to "Report of Absence" form.

Military Leave

- 4.9.1 Upon written request, members of the Association shall be granted military leave if required by the provisions of the State of California Education Code and of the Military and Veterans Code.
- 4.9.2 Upon return to duty, the "Report of Absence" form, along with verification of military leave, shall be filed with the Unit Member's supervising Dean.

Personal Necessity Leave

- 4.10.1 A Unit Member may use, at his/her election, not more than six (6) days of accumulated sick leave credit in a school year for personal necessity leave.

- 4.10.2 Consistent with Education Code §87784, a Unit Member shall submit notification for personal necessity leave to his/her supervising Dean at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Such leave may be used at the election of the Unit Member who shall not be required to explain the reason.
- 4.10.2.1 This leave excludes use for recreation, prospective or actual employment, and union activity.
- 4.10.3 Upon return to duty, the “Report of Absence” form shall be filed with the Unit Member’s supervising Dean.

Other Leaves Of Absence; Other Conditions

- 4.11.1 A Unit Member may be granted a leave of absence without pay by the Board upon recommendation of the Chancellor for a period not to exceed one (1) year.
- 4.11.2 Such leaves of absence without pay will terminate at the end of the academic year, June 30 but may be extended or renewed with the approval of the Board.
- 4.11.3 A member of the Association on unpaid leave of absence for 26% or more of the required days of attendance shall be ineligible for step advancement on the salary schedule.
- 4.11.4 The Board may, on the request of the Unit Member and upon the recommendation of the Chancellor, grant a partial paid leave if the District deems it to be in the best interest of the District and the Unit Member.
- 4.11.5 Unit Members who have been on approved paid or unpaid leave shall return to an academic bargaining unit position unless mutually agreed otherwise. Salary for those on paid leaves shall include any increments and be subject to the salary schedule in effect upon date of return.
- 4.11.6 Members of the Association who are on approved leaves of absence shall be eligible to participate in the District health and welfare benefit program provided that the Unit Member pays the full cost of participation, including the District contribution and the Unit Member contribution to the premium for self and family members, if applicable.
- 4.11.6.1 To remain eligible for participation, the Unit Member shall remit the full premium cost to the District not later than the last working day of the month preceding the benefit coverage.
- 4.11.6.2 Unit Members who fail to remit premiums as provided above shall be deemed to be ineligible for further participation in the benefit program for the remainder of the unpaid leave. However, the Unit Member shall be reinstated in the District health and welfare benefit program upon full payment of premiums due, subject to Tri-County Schools Insurance Group (TCSIG) provisions.

Family Care and Medical Leave

- 4.12.1 The purpose of Family Care and Medical Leave is to provide a Unit Member with the ability to take leave without pay for the birth, adoption, or placement of a child or for the serious health condition of the Unit Member, his/her child, dependent grandchild, parent, spouse, or domestic partner without jeopardizing employment status.

- 4.12.2 Eligibility: A Unit Member who has been employed by the District for at least twelve (12) months and who is otherwise eligible for benefits.
- 4.12.3 Reasons for Family Care and Medical Leave
 - 4.12.3.1 The birth of the Unit Member's child and in order to care for such child.
 - 4.12.3.2 The placement of a child with the Unit Member for adoption or foster care.
 - 4.12.3.3 To care for the spouse, domestic partner, a child, a dependent grandchild, or a parent who has a serious health condition.
 - 4.12.3.4 A serious health condition that renders the Unit Member unable to perform the functions of his/her position.
- 4.12.4 Leave Parameters
 - 4.12.4.1 A Unit Member may take a total of twelve (12) weeks of leave during any twelve (12) month period.
 - 4.12.4.2 In general, leave shall not be taken by the Unit Member intermittently or on a reduced leave schedule unless medically necessary. However, the taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the Unit Member is entitled pursuant to this Article.
 - 4.12.4.3 A pregnant Unit Member may utilize the provisions of the Pregnancy Disability Leave Law (PDLL) concurrently with FMLA and subsequently with the California Family Rights Act (CFRA) for the purposes of bonding with the new child.
- 4.12.5 Maintenance of Insurance Benefits
 - 4.12.5.1 Coverage - During any period that a Unit Member takes Family and Medical Care Leave, the District shall continue to provide the fully paid District group health and welfare life insurance benefits for the duration of the leave at the level and under the conditions coverage would have been provided if the Unit Member had continued in employment continuously for the duration of such leave.
 - 4.12.5.2 Failure to Return from Leave - The District may recover the premium that it paid for maintaining coverage for the Unit Member under the group health and welfare benefits plan during any period of unpaid Family and Medical Care Leave if the Unit Member fails to return from leave after the period to which the Unit Member is entitled has expired, and the Unit Member fails to return to work for a reason other than
 - 4.12.5.2.1 The continuation, recurrence, or onset of a serious health condition that entitled the Unit Member to leave or
 - 4.12.5.2.2 Other circumstances beyond the control of the Unit Member.
- 4.12.6 Reinstatement Rights
 - 4.12.6.1 Upon return from an approved family or medical care leave, the Unit Member shall return to the same bargaining unit position unless mutually agreed upon otherwise.
 - 4.12.6.2 Family Care and Medical Leave shall not be considered a break in service for longevity or seniority.
- 4.12.7 Notice by Unit Member
 - 4.12.7.1 If the Unit Member's need for a leave pursuant to this section is foreseeable, the Unit Member shall provide notice in writing to the appropriate College Vice President or the Clear Lake /Executive Dean, with copies to the supervising Dean and to the Chief Human Resources Officer with reasonable notice of the need for the leave.
 - 4.12.7.2 If the Unit Member's need for leave pursuant to this section is foreseeable due to a planned medical treatment or supervision, the Unit Member shall make a reasonable effort to

schedule the leave to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring care.

- 4.12.7.3 The District may require that the Unit Member's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care.
- 4.12.7.4 The District may require that the Unit Member's request for leave because of the Unit Member's own serious health condition be supported by a certification issued by his/her own health care provider.

Retraining Leave

Retraining Leave is a reassignment of a Unit Member for the purpose of the Unit Member gaining skills in a new area or improving skills in an existing area or when the program has been discontinued or reduced such that the Unit Member would not have a load. The length and percentage of the reassignment may vary according to the specific needs of the Unit Member to reach minimum qualifications and the needs of the District.

- 4.13.1 The District may assign a Unit Member to a Retraining Leave to prepare for a new teaching, counseling, or librarian assignment.
- 4.13.2 Retraining Leave also provides opportunity for study in order to update and upgrade skills for assignments as determined by District needs.
- 4.13.3 Program review may be one of the considerations in determining whether a Unit Member will be participating in a Retraining Leave.
- 4.13.4 The recommendations of the College Vice President or the Clear Lake Executive Dean may indicate areas where the training is needed.
- 4.13.5 Retraining Request
- 4.13.5.1 A Unit Member shall request retraining in writing. The written request must identify the area of interest for the Unit Member's retraining. Additionally, a Unit Member must identify the rationale for the need for retraining along with a proposed timeline and budget for retraining.
- 4.13.6 Retraining Plan
- 4.13.6.1 A contract and retraining plan shall be jointly defined by the Unit Member, the respective Dean, and the appropriate College Vice President. At Clear Lake the plan shall be jointly defined by the Unit Member and the Executive Dean. These documents shall include but not be limited to an indication of the length and schedule of assignment; reimbursement to the Unit Member of costs, such as tuition, mileage, books, and supplies; and any service agreement following the retraining leave. The jointly agreed to final retraining plan submitted shall be approved by the appropriate College Vice President or Clear Lake Executive Dean. In the event that the Unit Member, Dean, and the appropriate College Vice President or Clear Lake Executive Dean cannot reach a jointly developed agreement, the Unit Member may appeal to the appropriate College President. The appropriate President shall render a decision within ten (10) days of the appeal date.
- 4.13.6.2 While on retraining leave, the Unit Member shall receive salary and benefits as if fully employed and shall receive service credit for salary advancement and retirement.
- 4.13.6.3 A Unit Member must complete the retraining plan, as outlined in 4.13.5.1 within 24 months of beginning the plan. This plan may be extended at the discretion of the District based on the need for retraining.

- 4.13.6.4 A Unit Member, after completing the retraining plan, shall contract to serve the District for a period equal to the length of leave. Failure to render the service contract will require that the Unit Member repay the District for the cost of the retraining leave.
- 4.13.7 A Unit Member may request participation in retraining but is not required to do so. In the event that a Unit Member does not choose to participate in retraining, he/she may pursue other opportunities, such as retirement or resignation. CalSTRS reduced workload may also be pursued, contingent upon District approval.

Load Banking Leave

- 4.14.1 Eligibility for Leave - Tenured Unit Members who teach overloads without additional compensation may accrue up to a maximum of thirty (30) equivalent load banking units which may be applied towards a Load Banking Leave.
- 4.14.1.1 Load banking units may not be taken in excess of the EP limit of 12 units. By way of example, a Unit Member may teach up to 12 units of EP in any academic year and elect to bank all 12 units; however, no additional units beyond the limit may be taught.
- 4.14.1.2 Every twenty (20) earned EP units is equivalent to 15 load banking units.
 - Twenty (20) Earned Semester Units = 15 Load Banking Units = 1 Semester Leave.
 - Forty (40) Earned Semester Units = 30 Load Banking Units = 2 Semesters Leave.
- 4.14.1.3 A new agreement with the scheduling Dean and the appropriate College Vice President or Clear Lake Executive Dean must be signed prior to the start of the semester or contract year in which the load-banked EP assignment occurs. The Unit Member must complete a Load Bank Agreement form from the Human Resources Office prior to the Load Bank assignment.
- 4.14.1.4 A minimum of fifteen (15) load banked units must be accrued prior to taking the leave.
- 4.14.1.5 A Unit Member may bank intersession classes but not summer session classes.
- 4.14.1.6 Any hours earned in excess of thirty (30) hours by the end of the semester/contract year, shall be paid to Unit Members in the semester when earned. Payment shall be based upon the appropriate EP salary schedule and step of the tenured Unit Member.
- 4.14.1.7 Unit Members are required to follow conditions of Article 13.0 Consideration for filling EP, intersession and summer teaching, counseling, librarian, and nursing assignments, pursuant to this section.
- 4.14.2 Duration and Timing of Leaves
- 4.14.2.1 Load Banking Leaves must be taken in one (1) semester or two (2) semester increments.
- 4.14.2.2 The semester or year selected must be mutually agreeable to the Unit Member and appropriate scheduling Dean, based on the educational program and staffing needs of the college. If no mutual agreement can be reached, the Unit Member may choose from the following options:
 - Be paid for the earned semester units taught, such payment to be based upon the EP salary schedule in effect at the time of payment. By way of example, a Unit Member who has thirty (30) load banking units shall be paid for the full forty (40) units actually taught.
 - Retain the banked load units for later use. The Unit Member may only retain up to the maximum of thirty (30) load banked units for later use.

- 4.14.2.3 Any flex obligations must be completed during the semester a tenured Unit Member is load banking the EP units. Therefore, no flex obligation will be required when the Unit Member takes load banking leave.
- 4.14.2.4 Tenured Unit Members may not load bank while on any paid or unpaid leave. An exception may be made for sabbatical or retraining leaves.
- 4.14.2.5 Should Load Banking Leave no longer be a contractual right, the Unit Member retains the same options as delineated in Article 4.14.2.2.
- 4.14.3 Application for Leave
- 4.14.3.1 A request to take Load Banking Leave must be submitted one (1) academic year prior to taking the leave.
- 4.14.3.2 The tenured Unit Member shall apply for a Load Banking Leave by submitting a written request to his/her supervisor.
- 4.14.3.3 The approved request shall be reviewed by the appropriate College Vice President or Clear Lake Executive Dean and forwarded to the Chief Human Resources Officer.
- 4.14.4 Salary and Benefits
- Salary while on a Load Banking Leave shall be at the Unit Member's appropriate step on the full-time salary schedule. Health and welfare benefits will be continued. A Unit Member on Load Banking Leave shall receive service credit for salary advancement and retirement.
- 4.14.4.1 Except as described in Article 4.14.2.2, tenured Unit Members are not entitled to payment for any accumulated leave within the thirty (30) hour maximum unless separated from the District due to retirement, termination, or death.
- 4.14.4.2 A Unit Member may use his/her banked leave in conjunction with the Reduced Workload Program.
- 4.14.4.3 A Unit Member may use his/her banked leave in conjunction with the member's final year prior to retirement from the District.

FACULTY FRINGE BENEFITS

Benefits For Fiscal Years Beginning 2013-2014

- Every Unit Member will participate in health, dental, vision, and life insurance. The various base and optional health plans referenced in this article are plans offered by the Tri-County Schools Insurance Group, hereinafter referred to as TCSIG. Should the vendor change or should any TCSIG plan(s) terminate, the District shall substitute substantially equal or better plan(s). This article is limited by plan conditions, time requirements, open enrollment periods, and other restrictions identified by the Tri-County Schools Insurance Group for benefits.
- 16.1.1 Life Insurance – The District shall provide all Unit Members with fully paid life insurance policies, one policy to be the existing Standard Life decreasing term policy and the other policy to be the existing Prudential \$50,000 constant face value policy.
- 16.1.2 Dental Insurance – The District shall provide all Unit Members and their eligible dependents with a fully paid dental plan providing \$2,250 annual coverage for each Unit Member and eligible dependents. The carrier of the plan shall be Delta Dental, and the specific coverage shall be Plan D-4.
- 16.1.3 Vision Insurance – The District shall provide all Unit Members and their eligible dependents with a fully paid vision care plan. The carrier of the plan shall be Vision Service Plan, and the specific coverage shall be Plan C.

- 16.1.4 Health Benefits
- 16.1.4.1 For Unit Members hired before July 1, 2002 – The District shall provide all such Unit Members and their eligible dependents with fully paid premiums to a maximum of \$1,225 per month for a health insurance plan minimally containing all the benefits found in the TCSIG Plan Premier Plus and an annual routine physical examination benefit for the Unit Member and spouse. The District and the Unit Member will share equally the cost of the premium in excess of \$1,225 per month. The Unit Member shall have the option to purchase other available plans at a cost equal to the premium difference between the base Premier Plus Plan and the plan selected, if any.
- 16.1.4.2 For Unit Members hired on or after July 1, 2002 – The District shall provide all such Unit Members and their eligible dependents with fully paid premiums to a maximum of \$1,225 per month for a health insurance plan minimally containing all the benefits found in the TCSIG Plan Premier and an annual routine physical examination benefit for the Unit Member and spouse. The District and the Unit Member will share equally the cost of the premium in excess of \$1,225 per month. The Unit Member shall have the option to purchase other available plans at a cost equal to the premium difference between the base Premier Plan and the plan selected, if any.
- 16.1.4.3 The District will implement a Flexible Benefits Option for all Unit Members. This option will allow Unit Members to select from all of the available TCSIG plans, including all “High Deductible” plans that qualify for Health Savings Accounts.
- 16.1.4.4 The District will provide to each Unit Member a return of 75% of the savings from the difference in premiums if the Unit Member voluntarily opts into a lower plan than what the Unit Member qualifies for as outlined in 16.1.4.1 and 16.1.4.2. The premium savings will only be provided to the Unit Member via a District sponsored 403 (b) plan or qualified Health Savings Account.
- 16.1.4.5 Options for dispersal are as outlined in Exhibit C. The options include voluntarily opting from one of the TCSIG regular plans identified as Premier Plus, Premier, Standard, and Basic to a lower regular plan OR voluntarily opting from one of the regular plans to a High Deductible Plan eligible for a Health Savings Account.
- 16.1.4.5.1 In the event that a Unit Member opts from the regular plan for which the Unit Member is qualified into a lower regular plan, the Unit Member will receive 75% of the savings from the premium placed into a District sponsored 403 (b) plan.
- 16.1.4.5.2 In the event that a Unit Member opts from the regular plan for which the Unit Member is qualified into a High Deductible Plan, the Unit Member will receive 75% of the savings from the premium placed into a District sponsored Health Savings Account up to the maximum allowable contribution. Any remaining premium savings will then be placed into a District sponsored 403 (b) plan.
- 16.1.4.6 The District will utilize the Health Savings Account vendor provided through TCSIG, and Unit Members must meet all legal mandates for qualification to participate in a Health Savings Account.
- 16.1.5 All Unit Members with a spouse who is a current permanent employee covered under the District’s benefits plans with TCSIG shall be placed in TCSIG Standard Plan for the duration of the period that they are “dual-covered.” Should a Unit Member have a change in circumstances such that he/she is no longer dual-covered under TCSIG plans, the Unit Member will be allowed to return to the plan that he/she otherwise qualifies for under the terms of this Agreement. Unit Members shall return to the plan that they qualify for by documenting a qualifying event and by letter of support from the District to the vendor documenting the

qualifying event. All Unit Members described in this section will not receive any portion of their premium savings to be utilized in the District-provided 403(b) or Health Savings Account.

- 16.1.6 Should a married Unit Member die prior to retirement, the District shall continue the benefit programs for a period of six (6) months, after which time the surviving spouse may continue the benefit programs at the expense of the spouse.
- 16.1.7 Retirement - Definition: Retirement is the act of terminating full-time employment with the District after meeting the eligibility and notification requirements stated in Article 16.1.7.1, combined with one of the following:
 - Accepting service retirement with the State Teachers' Retirement System (CalSTRS), or
 - Accepting disability retirement benefits with CalSTRS, or
 - Delaying the service retirement benefit from CalSTRS with the intent of receiving CalSTRS retirement benefits as provided in Education Code §24204 at some future date.
- 16.1.7.1 Eligibility
 - 16.1.7.1.1 The Unit Member must be a current member of the Association, have completed the required number of uninterrupted years of full-time service with the District in an academic capacity and have attained the age of fifty-five (55) years on the effective date of retirement/separation from the District. Sabbatical and other approved leaves of absence shall not constitute a break in service period.
 - 16.1.7.1.2 Unless a shorter notification period is mutually agreed upon between the Association and the District, notice to the District of intent to retire must be submitted to the District no later than September 1 for retirement after the spring semester of the next calendar year; not later than March 1 of one calendar year for retirement after the fall semester of the that same calendar year. Unit Members will receive \$500 payable on the full-time salary schedule for submitting notification on or prior to the above dates.
 - 16.1.7.2 Health and Welfare Benefits upon Retirement for all Unit Members hired prior to April 1, 1986
 - 16.1.7.2.1 Upon retirement, eligible (see Article 16.1.7.1) Unit Members with at least ten (10) years of uninterrupted full-time service shall continue to receive fully paid District contributions for both the Unit Member and dependent family members in TCSIG Plan Premier Plus and fully paid District contributions in the same dental and vision plans provided to all active Unit Members. The retired Unit Members shall be provided with fully paid life insurance policies from the same providers or similarly matched plans through other providers.
 - 16.1.7.2.2 Upon reaching the qualified Medicare age for both the retiree and any covered dependents, the retiree must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan with fully paid District contributions. However, any eligible Unit Member or dependent who cannot qualify for Medicare Plans A and B shall continue to receive the TCSIG plan provided for in 16.1.7.2.1
 - 16.1.7.2.3 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.
 - 16.1.7.3 Health and Welfare Benefits upon Retirement for those hired after April 1, 1986, but before July 1, 2002
 - 16.1.7.3.1 Upon retirement, eligible (see Article 16.1.7.1) Unit Members may choose one of the following two options:
 - Those with at least ten (10) years of uninterrupted full-time service shall be eligible to receive a continuing District contribution of 1/3 of the premium for TCSIG Plan Premier Plus and 1/3 of the premium for the same dental and vision plans provided to all active Unit Members for both the retiring Unit Member and

his/her dependent family members. The retired Unit Members shall be provided with 1/3 paid life insurance policies from the same providers or similarly matched plans through other providers.

○ OR

- Those with at least twenty (20) years of uninterrupted full-time service shall be eligible to receive a continuing District contribution of 100% of the premium for TCSIG Plan Premier Plus and 100% of the premium in the same dental and vision plans provided to all active Unit Members for themselves only. The retired Unit Members shall be provided with fully paid life insurance policies from the same providers or similarly matched plans through other providers.
- 16.1.7.3.2 Upon reaching the qualified Medicare age for both the retiree and any covered dependents, the retirees must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan. However, any eligible Unit Member or dependent who cannot qualify for Medicare Plans A and B shall continue to be provided with the TCSIG Premier Plus Plan paid for by the District as described in 16.1.7.3.1A or B.
- 16.1.7.3.3 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.
- 16.1.7.4 Health and Welfare Benefits upon Retirement for those hired on or after July 1, 2002, but before July 1, 2009
 - 16.1.7.4.1 Upon retirement, eligible (see Article 16.1.7.1) Unit Members with at least twenty (20) years of uninterrupted full-time service shall receive a continuing District contribution of 100% of the premium for TCSIG Premier Plan for themselves only.
 - 16.1.7.4.1.1 Qualified dependents may participate in the plan at the expense of the dependent(s).
 - 16.1.7.4.2 Upon reaching the qualified Medicare age for both the retiree and any qualified dependents, the retirees must participate in Medicare Plans A and B. However, any eligible Unit Member who cannot qualify for Medicare Plans A and B shall continue to be provided with the TCSIG Premier Plan paid for by the District.
 - 16.1.7.4.3 Retirees and their qualified dependents may participate in District-sponsored dental and/or vision plans at their own expense.
 - 16.1.7.4.4 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.
 - 16.1.7.5 Health and Welfare Benefits upon Retirement for those hired on or after July 1, 2009
 - 16.1.7.5.1 Upon retirement, eligible (see Article 16.1.7.1) Unit Members with at least twenty (20) years of uninterrupted full-time service shall receive a continuing District contribution of 100% of the premium for TCSIG Premier Plan for themselves only.
 - 16.1.7.5.1.1 Qualified dependents may participate in the plan at the expense of the dependent(s).
 - 16.1.7.5.2 Upon reaching the qualified Medicare age for both the retiree and any qualified dependents, the retirees must participate in Medicare Plans A and B. However, any eligible Unit Member who cannot qualify for Medicare Plans A and B may continue with the TCSIG Premier Plan paid at the expense of the Unit Member.
 - 16.1.7.5.3 Retirees and their eligible dependents may participate in District-sponsored dental and/or vision plans at their own expense.

- 16.1.7.5.4 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.
- 16.1.8 Reduced Workload Program - Unit Members may participate in the Reduced Workload Program as set forth in this Article.
- The Reduced Workload Program allows a full-time faculty member of CalSTRS to reduce his/her workload from full-time to part-time duties and receive the service credit the Unit Member would have received if the Unit Member were employed on a full-time basis and have his/her retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. It is the intent of the parties that this program be carried out in compliance with Education Code Section 87483.
- 16.1.8.1 In order to participate in this program, Unit Members may apply for partial employment for no more than one (1) year immediately preceding final retirement and meet the following requirements:
 - 16.1.8.1.1 The Unit Member must have been a full-time faculty member of the District for at least nine (9) years of which the immediately preceding five (5) years were full-time employment without a break in service as defined by the State Teachers Retirement System (CalSTRS). Sabbatical and other approved leaves of absence shall not constitute a break in service period. Time spent on sabbatical or other approved leaves of absence shall not be used in computing the five (5) year full-time service requirement pursuant to Education Code §87483.
 - 16.1.8.1.2 The Unit Member must be at least 55 years of age when beginning the program.
 - 16.1.8.1.3 At the time of electing to be partially employed, the Unit Member must submit a letter requesting his/her full retirement and agreeing to terminate services with the District at the conclusion of the pre-retirement program. This Agreement of full retirement and termination shall be non-revocable except at the discretion of the Board.
 - 16.1.8.1.4 The minimum assignment shall be one-half the number of days of service required by the Unit Member's yearly contract for the last year of full-time employment.
 - 16.1.8.1.5 The Unit Member shall be paid a salary which is the prorata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment.
 - 16.1.8.1.6 Unit Members participating in the program may be assigned, in consultation with the Dean, any schedule that results in the Unit Member working, at the option of the Unit Member, a minimum of 50 percent of the number of days of service for that academic year. For example, in the case of a Unit Member working 50 percent of the number of days
 - 100 percent one semester and 0 percent the second semester;
 - 50 percent each semester; or
 - any assignment which will average 50 percent for two semesters in any academic year.
 - 16.1.8.1.7 By September 1 the Unit Member shall notify the scheduling Dean the percent of workload the Member desires for the subsequent academic year.
 - 16.1.8.1.8 The Reduced Workload Program shall not exceed one (1) year. A letter of intent must be submitted to the appropriate Dean by September 1 of the academic year preceding the academic year in which the Unit Member's participation in the Reduced Workload Program shall begin. Unit Members will receive \$1,000 payable on the full-time salary schedule beginning July 1 of the reduced workload year.

ARTICLE 7—SALARIES/BENEFITS

7.1 Beginning Fall Semester 2001 through the term of the agreement, the Salary Schedule shall be adjusted by the State provided COLA less the salary-driven mandated benefits of 8.175%; however, if any State provided COLA is less than the cost of the salary-driven mandated benefits, there shall be no reduction in the Salary Schedule (Exhibit B).

7.2 The District and YC-AFT agree to endeavor to reach the agreed upon “Parity” definition dependent upon the funding allocation provided for Part-Time Faculty Compensation.

7.3 Effective January 1, 2015, initial placement on the Salary Schedule will be based on the experience of the unit member. Prior experience will be determined by full-time equivalent experience (30 units per step) . Subsequent movement will occur when an adjunct faculty member successfully completes 15 load units of teaching within the District, including summer session or the equivalent of fifteen (15) load units for non-teaching adjunct faculty.

7.3.1 Former full-time faculty who are currently employed by the District in an adjunct faculty bargaining unit position and are being paid according to an appropriate Full-Time Extra Pay Schedule shall continue at their current rate of pay, not receiving increases as the Extra Pay Schedule rises, until the top step of the Adjunct Salary Schedule exceeds their frozen hourly rate. At that time the employee shall be transferred to the top step of the Adjunct Salary Schedule and shall participate fully in all future increases of that schedule.

7.3.2 Former full-time academic employees who are subsequently hired by the District (August 1, 2002) in an Adjunct Faculty bargaining unit position within two (2) years of their retirement or otherwise leaving their full-time employment with the District shall be placed on the appropriate step of the Adjunct Faculty salary schedule. Placement shall be determined according to the number of load units they have had credited with the District. They shall be raised one step for every fifteen (15) load units credited.

7.3.3 Academic Managers hired by the District to teach as adjunct professors will be placed at the appropriate adjunct salary schedule step except for those academic managers hired prior to July 1, 2000. Academic managers hired prior to that date will be placed on the EP schedule for full-time faculty.

7.3.4 A longevity step will be provided on the salary schedule as an additional step. An adjunct will receive this longevity step after successful completion of 75 semester units, after reaching step seven (7).

Committee Service

7.4.1 Adjunct Faculty members elected or appointed to the Academic Senate, College Council, District Coordination and Communication Council (DC3), District Distance Learning Committee, District IT Committee, District Calendar Committee, Budget Summit Committee, College SLO

Committee, College Flex Committee, and College Basic Skills Initiative will be compensated as follows:

Academic Senate: maximum of two unit members, stipend to be paid at end of each semester. The unit member(s) assigned to Academic Senates will earn a stipend of \$825 per semester per unit member.

College Council: maximum of one unit member per college, stipend to be paid at end of each semester at \$825 per semester per unit member.

DC3: maximum of two unit members, stipend to be paid at end of each semester at \$825 per semester per unit member.

District Distance Learning Committee: maximum of four unit members, stipend to be paid at end of each semester at \$425 per semester per unit member.

District IT Committee: maximum of two unit members, stipend to be paid at end of each semester at \$425 per semester per unit member.

District Calendar Committee: maximum of one unit member, stipend to be paid at end of each semester at \$425 per semester per unit member.

District Budget Summit Committee: maximum of one unit member per college, stipend to be paid at end of each semester at \$825 per semester per unit member.

College SLO Committee: maximum of one unit member per college, stipend to be paid at end of each semester at \$425 per semester per unit member.

College Flex Committee: maximum of one unit member per college, stipend to be paid at end of each semester at \$425 per semester per unit member.

College Basic Skills Initiative Committee: maximum of one unit member per college, stipend to be paid at end of each semester at \$425 per semester per unit member.

***notation of future need/committees and/or updates

7.4.2 Unit members may divide the assignment between multiple members for each semester assignment, as allowed by the committee, and will be compensated at the end of the semester only for the semester that they are active in the committee. The selected unit member shall attend a minimum of 80% of the meetings in order to be compensated.

7.5 Unit members who participate in the development of Student Learning Outcomes (SLOs) shall be, as directed by the college administration, entitled to receive additional compensation in the following manner:

1. Where the Unit member independently develops SLOs in academic departments where there is no full-time faculty shall receive a flat rate stipend in the amount of \$500 per course.
2. Where the Unit member develops SLOs in academic departments where there are full-time faculty shall receive a flat rate stipend in the amount of \$300 per course.
3. Upon a credible demonstration by a Unit member that he/she has developed SLOs during the 2011-2012, 2012-2013 and 2013-2014 academic years, the Unit member shall receive a flat rate stipend in the amount of \$500 per course. The evidence of credible demonstration shall include any of the following:
 - a. Course syllabus and/or course outline
 - b. Student Learning Outcome submitted to the college dean and/or full-time faculty members
4. The District and Unit acknowledge and understand this stipend structure is also applicable to circumstances in which the Unit member has been requested to develop the assessment instrument for the SLO. In this instance, when the college administration requests that the Unit member develop the assessment instrument for the SLO, and the Unit member agrees, then the Unit member will be compensated for the development of the SLO assessment instrument as set forth in paragraphs (subsection) 1 and 2.
5. This stipend structure shall also apply to Unit members who participate in the development of program review including program and services vitality, curriculum development/review, including course outline review and/or development.

Holistic Scoring

7.6.1 Unit members in the Language Arts Department who participate in the holistic scoring process shall be entitled to compensation for up to three (3) hours per class for which the holistic scoring system is utilized.

7.6.2 Compensation will be at the unit member's lecture hourly rate of pay.

7.6.3 Unit members are required to submit written documentation showing their time spent in holistic scoring.

Retirement

7.7.1 All YC-AFT unit members will be included in an appropriate retirement plan in accordance with contract language, regulations or law as follows:

7.7.1.1 All newly employed unit members who are required by regulation or law to be in the STRS Defined Benefit Plan shall be placed in that Plan.

7.7.1.2 All newly employed unit members who are eligible for either the STRS Defined Benefit or STRS Cash Balance Plan shall make their election within thirty (30) days of employment. If newly employed unit members fail to make an election, they will be placed in the STRS Cash Balance Plan.

7.7.1.3 All unit members not eligible to be members of the STRS Defined Benefit Plan shall be placed in the STRS Cash Balance Plan, except for those unit members currently in Social Security with the District.

7.7.1.4 Any unit member that is retired from STRS Defined Benefit Plan, shall not participate in either STRS Defined Benefit or Cash Balance plans.

7.7.1.5 All continuing unit members who are currently in Social Security with the District shall remain in Social Security until either they elect or are required by regulation or law to transfer to an appropriate STRS plan.

7.7.1.6 All unit members who are eligible for STRS Defined Benefit Plan may elect to be placed in that Plan at any time.

7.7.2 Participation in a retirement plan is based on eligibility at the time of hire.

7.7.3 CalSTRS Service Credit

A full-time assignment, for part-time academic instructors, for the purpose of Education Code Section 22138.5 is 1080 hours per day.

A full-time assignment, for part-time academic counselors, librarians, and LD specialists, for the purposes of Education Code Section 22138.5 is 1442 hours per year.

A full-time assignment, for part-time work experience instructors for the purposes of Education Code Section 22138.5 is 1080 hours per year.

7.8 Section 125 Plan:

7.8.1 Unit members may participate in a Section 125 Benefit Plan offered to all employees of the District and approved by the District.

EDUCATIONAL SUPERVISORS ASSOCIATION (ESA)

VACATION AND HOLIDAYS

7.1 Vacation

Full-time Unit Members are entitled to 22 days of annual vacation.

Vacation entitlement is established per District policy.

Vacation entitlement is established on the first of month, if employed between 1st and 15th day, or the 1st of the following month if employed on or after 16th day. In order to count the last month of service for vacation allowance, the Unit Member must have worked beyond the 15th day of month.

Vacation Accrual

A Unit Member may not accumulate more than two (2) years vacation. Unit Members are responsible for use of their vacation time. Failure of a Unit Member to use vacation as authorized by the Board will result in the loss of leave accumulation above the maximum of two (2) years accumulation (44 days).

Holidays

The District recognizes holidays as specified below. Unit Members shall be entitled to the following holidays with pay:

- Martin Luther King Jr. Day
- Lincoln's Birthday Observance
- Washington's Birthday Observance
- Caesar Chavez Day Observance
- Spring Thursday
- Spring Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day Observance
- Floating Holiday (additional day for previous day before Thanksgiving)
- Thanksgiving Day
- Day Following Thanksgiving
- Winter Closure

Winter Closure is identified as the last seven (7) working days prior to January 2, except when January 1 falls on a Sunday, then the seven (7) working days shall include January 2.

7.4 Administrative, Non-Duty and Floating Holiday Leave

Unit members are granted eight (8) additional leave days per year. These leave days are available as follows:

- Three (3) Administrative Days
- Three (3) Non-Duty Days
- Two (2) Floating Holidays

These days must be utilized in the academic year they are provided, and shall not accrue from year to year. In the event the Unit Member does not utilize these additional leave days, the result will be the loss of these days.

Sick Leave

Sick leaves for only illness or injury are granted for a maximum of twelve (12) days annually as of the first day of employment at the rate of one (1) day per month of service computed on contractual basis. Should employment be less than twelve (12) months, sick leave is prorated at the rate of one (1) day per month of term of service.

Earned sick leave not used may be accumulated indefinitely from one year to next and may be used as required during such subsequent continuous years of service.

Credit for sick leave need not be accrued prior to taking; leave may be taken any time during fiscal year, not to exceed balance of sick leave entitlement through June 30 of that fiscal year.

A Unit Member on paid status while on sick leave, sabbatical, or other paid leave continues to earn all leave benefits to which entitled. A Unit Member on other leaves of absence without pay retains all accumulated sick leave benefits but does not accrue any additional sick leave benefits during such periods of absence.

A new Unit Member must start work on or before the 15th for that month to be counted in computing sick leave. To count last month of service for sick leave, the Unit Member must have worked beyond the 15th day.

When absent from work because of illness or accident for period of five (5) academic months or less, whether or not absence arises out of or in the course of employment, the amount deducted from salary due from any month in which absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill the Unit Member's position during absence or, if no temporary employee is employed, the amount which would have been paid to the temporary employee had one been employed.

Sick leave credit received by transfer from a previous school district of the new Unit Member is accepted pursuant to provisions and limitations provided in Ed Code.

All sick leave rights or accumulations are canceled when the Unit Member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to provisions and limitations of Education Code.

Personal Necessity Leave

A Unit Member may use, at his/her election, not more than six (6) days of accumulated sick leave credit in the academic year for any of the following:

- Death or serious illness of a Unit Member's immediate family when additional leave is required beyond that provided by Bereavement Leave.
- Accident involving Unit Member's person or property, or person or property of Unit Member's immediate family.

- Appearance in court as litigant, or as witness under an official court order.
- Other purposes as approved in advance by immediate supervisor and Director, Human Resources Development and Personnel Services which are of great personal importance and cannot be accomplished except during regular working hours.
- Immediate family as defined under Article 9.1.
- Upon return to duty, Unit Member verifies, by filing Report of Absence with immediate supervisor, that he/she has taken leave for one of reasons listed.

Industrial Leave

Unit Members are eligible for an industrial leave of absence in accordance with Ed Code Section 87787.

Use of Sick Leave

When a Unit Member qualifies for more than one form of leave at a time, as outlined in this Article, the leave periods will run concurrently.

ESA – FRINGE BENEFITS

Health And Welfare Benefits

Every Unit Member will participate in health, dental, vision and life insurance. The various base and optional health plans referenced in this Article are plans offered by the Tri-County Schools Insurance Group, hereinafter referred to as TCSIG. Should the vendor change or should any TCSIG plan(s) terminate, the District shall substitute substantially equal or better plan(s). This Article is limited by plan conditions, time requirements, open enrollment periods, and other restrictions identified by the TCSIG benefits.

Effective July 1, 2012, the District and Unit members shall begin sharing the cost of the health insurance premium. All increase in health insurance premiums shall be shared by the District and Unit member on a 50/50 basis.

Group Life Insurance

11.1.1 The District will provide life insurance consistent with the life insurance programs in place for the District.

Dental Insurance

11.2.1 The District shall provide all Unit Members and their eligible dependents with a dental plan providing \$2,000 annual coverage for each Unit Member and eligible dependents. The carrier of the plan shall be Delta Dental, and the specific coverage shall be Plan D2.

Vision Insurance

11.3.1 The District shall provide all Unit Members and their eligible dependents with vision plan. The carrier of the plan shall be Vision Service Plan, and the specific coverage shall be Plan C5.

Health Benefits

11.4.1 For Unit Members hired before July 1, 2002, the District will provide the TCSIG Premier Plus plan. The Unit Member will have the option to purchase other available plans at a cost equal to the premium difference, if any, between the base Premier Plus plan and the plan selected.

11.4.2 For Unit Members hired on or after July 1, 2002, the District will provide the TCSIG Premier plan. The Unit Member will have the option to purchase other available plans at a cost equal to the premium difference, if any, between the base Premier plan and the plan selected.

Flexible Benefits Option

11.5.1 The District agrees to provide a Flexible Benefits Option for all Unit Members. This option will allow Unit Members to select from all available TCSIG plans, including "High Deductible" plans that qualify for Health Savings Accounts. The Flexible Benefits Option is outlined in Exhibit B.

11.5.2 The District will provide each Unit Member a return of 75% of the savings from the difference in premiums if the Unit Member voluntarily opts into a lower plan than what he/she otherwise qualifies for. The premium savings will only be provided to the Unit Member via a District sponsored 403 (b) plan or qualified Health Savings Account.

11.5.3 Options for dispersal are outlined in Exhibit B. The options include voluntarily opting from one of the TCSIG regular plans identified as Premier Plus, Premier, Standard, and Basic to a lower regular plan OR voluntarily opting from one of the regular plans to a High Deductible Plan eligible for a Health Savings Account.

11.5.3.1 In the event that a Unit Member opts from the regular plan for which they qualify for, into a lower regular PPO plan, the Unit Member will receive 75% of the savings from the premium placed into a District sponsored 403 (b) plan.

11.5.3.2 In the event that a Unit Member opts from the regular plan for which they qualify into a High Deductible Plan, the Unit Member will receive 75% of the savings from the premium placed into a District sponsored Health Savings Account up to the maximum allowable contribution. Any remaining premium savings will then be placed into a District sponsored 403 (b) plan.

11.5.3.3 The District will utilize the Health Savings Account vendor provided through TCSIG, and Unit Members must meet all legal mandates for participation in a Health Savings Account.

11.5.4 All Unit Members with a spouse who is a current permanent employee covered under the District's benefits plans with TCSIG shall be placed in TCSIG Standard Plan for the duration of the period that they are "dual-covered." Should a Unit Member have a change in circumstances such that he/she is no longer dual-covered under TCSIG plans, the Unit Member will be allowed to return to the plan that he/she otherwise qualifies for under the terms of this Agreement. Unit Members shall return to the plan that they qualify for by documenting a qualifying event and by submitting a letter of support

from the District to the vendor documenting the qualifying event. Dual covered Unit Members described in this paragraph will not receive any portion of their premium savings to be utilized in the District-provided 403(b) or Health Savings Account.

11.5.5 Should a married Unit Member die prior to retirement, the surviving spouse may continue the benefit programs at the expense of the spouse.

Flexible Spending Account

11.6.1 As part of its benefit package, the District offers an Internal Revenue Code (IRC) Section 125 Flexible Spending Account. Section 125 allows Unit Members to pay for certain health related and/or dependent care expenses with pre-tax dollars. These expenses include health, dental and vision premiums, non-reimbursed medical costs and child care expenses.

POLICE OFFICERS ASSOCIATION

LEAVES

Absences and Conditions Regulating Absences

20.1.1 A unit member may be absent from work during required periods of service, providing the applicable policies and procedures have been properly implemented. Absence for any other reason shall constitute an “unauthorized absence” and may subject the unit member to disciplinary action.

20.1.2 Information relative to absences and leaves shall be made a matter of record included in the unit member’s personnel file. Violation of such absences and leave provisions shall be considered cause for suspension and/or dismissal.

20.1.3 Except when there is an emergency, notification of unit member’s absence shall be reported in advance by the unit member to the immediate supervisor or, if not available, the on duty Police Officer. When advance notification is impossible, the unit member shall submit notice as early as possible. The reasons and the amount of time to be involved shall be reported.

20.1.4 A unit member shall complete the report of absence form stating the reason for absence. Documentation supporting the unit member’s need for absence may be required. Misrepresentation by a unit member of the reason for an absence shall cause such absence to be classified as an “unauthorized absence.”

20.1.5 Unit members shall not be entitled to salary compensation during periods of “unauthorized absence” from work during required periods of service.

20.1.6 Upon expiration of authorized leave of absence, the unit member will be placed in an existing position in the same job classification in which the unit member previously worked.

20.1.7 Unit members in unpaid status will be ineligible for continuance of District benefits unless unit member elects to make advance payment to the District for such benefits.

20.1.8 Periods of authorized leave of absence, paid or unpaid, shall not be considered to be a break in service.

Bereavement Leave

20.2.1 Unit members may be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five working days if out-of-state or in excess of two hundred (200) miles one-way is required) at the time of death of a member of the unit member's immediate family. Such absence will not be deducted from authorized absences or leaves.

20.2.2 "Member of the immediate family," (either by birth or through marriage including "step" relations) as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the unit member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any immediate relative living in the immediate household of the unit member.

20.2.3 The Chief Human Resources Officer may request verification satisfactory to the District of bereavement leave immediately upon returning to work.

Jury Duty

20.3.1 When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the member is required to perform jury duty during the member's regularly assigned working hours.

20.3.2 Request for jury duty should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District Human Resources Office through regular administrative channels.

20.3.3 Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.

20.3.4 A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

20.3.5 When jury service is not required during the unit member's regular assigned working hours, the unit member is required to return to work.

20.3.6 Any day during which a unit member, whose regular assigned shift commences at 6:00 p.m. or after and who has served all day on jury duty, that unit member shall be relieved from work without loss of pay.

20.3.7 The District may require verification of jury duty prior to, or subsequent to, providing compensation.

Personal Necessity Leave

20.4.1 A unit member may be granted a maximum of seven (7) days leave of absence in any school year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the unit member's accumulated sick leave when approved by the Chief Human Resources Officer upon unit members' return to work.

Personal necessities are limited to:

- 20.4.2.1 Serious illness of a member of the immediate family;
- 20.4.2.2 An accident involving employee, employee's property, or his/her immediate family;
- 20.4.2.3 Death of a member of the immediate family;
- 20.4.2.4 Appearance in court as a litigant or witness.

20.4.3 This leave specifically does not include any recreational use, nor any use related to the present or prospective employment or union activity. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the unit member's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

Industrial Accident or Illness Leave

20.5.1 Any unit member, upon attaining permanent status, shall receive sixty (60) working days leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the unit member becomes ill or is injured while he/she is serving the District and the accident or illness is reported to the Workers' Compensation insurance carrier in accordance with their regulations, and the Workers' Compensation insurance carrier accepts responsibility for the treatment of the unit member.

20.5.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

20.5.3 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

20.5.4 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 of the State Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if a unit member is receiving Workers' Compensation he/she shall

be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensating time off, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage or salary.

20.5.5 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

20.5.6 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn, shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

20.5.7 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months.

20.5.7.1 When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

20.5.7.2 A unit member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

20.5.8 The Board shall require certification by the attending physician that the member is medically able to return to and perform the duties of his/her position.

20.5.9 Any unit member receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside of state.

Sick Leave

20.6.1 Unit members employed five (5) days a week and/or 40 hours a week shall be entitled to twelve (12) days leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the start of each fiscal year (July 1) to full-time unit members. Fractional assignment shall receive proportionate leave entitlement.

20.6.2 Unit members employed five (5) days a week and/or 40 hours a week for less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

20.6.3 Unit members employed less than five (5) days per week and/or 40 hours a week shall be entitled, for fiscal year of service, to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

20.6.4 Pay for any day for such absence shall be the same as the pay, which would have been received, had the unit member served during the day.

20.6.5 Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the year. New members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.

20.6.6 Utilization of sick leave shall be calculated in increments of thirty (30) minutes.

20.6.7 If the unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year. Unused cumulative sick leave may be converted by a unit member to service time worked in preparation for retirement.

20.6.8 Sick leave may be used for visits to medical doctors, dentists, optometrists, oculists, chiropodists, chiropractors, psychiatrists, psychologists, or physical therapists. Such leave shall be scheduled so as to interfere as little as possible with operations of the District and shall be of reasonable duration.

20.6.9 All sick leave absence shall be reported in writing through the immediate supervisor. In addition, any absence of five (5) days or more requires medical certification.

20.6.10 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.

20.6.11 Unit members must be in active employment a minimum of eleven (11) days in order to earn one (1) day sick leave for that month. Unit members on paid leave status are eligible to earn or use sick leave. Sick leave may be applied only on those days when the unit member is required to report for duty but cannot do so because of illness or injury.

20.6.12 When a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of twelve (12) days leave as the number of months in the fiscal year he/she was employed bears to twelve (12).

20.6.13 Sick leave entitlement shall be reduced by one (1) day for each month a member is on leave without pay.

20.6.14 Unit members may convert unused sick leave to retirement credit in accordance with the laws, rules and regulations of PERS when filing a request for retirement.

Holiday Leave

Members of the unit shall be entitled to the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day Observance
Lincoln's Birthday Observance	Thanksgiving Day
Washington's Birthday Observance	Day following Thanksgiving
Spring Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve

Three (3) Floating Holidays during the fiscal year.

20.7.2 When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

20.7.3 Should a holiday as enumerated above or any other day designated by the Board as a public holiday occur while a unit member is absent from work because of sick leave, vacation, or any other paid leave of absence, the holiday shall be considered as time worked and shall not be deducted from other paid leave of absence.

20.7.4 Unit members shall be entitled to the same number of holidays, regardless of whether they work Monday through Friday or some other shift.

20.7.5 Unit members required by his/her supervisor to work on a holiday shall receive time-and-a half pay (1½) in addition to his/her regular day's pay for work on the holiday only in the event that the work on the holiday is not scheduled thirty (30) days or more in advance if the member does work and is paid overtime for working on a holiday, he/she shall not receive an additional day off.

20.7.6 When a holiday falls on a non-work day for a unit member working other than Monday through Friday and the holiday is one of those enumerated above, the unit member is entitled to an additional day off with pay, at a mutually agreeable time. The District and the Association agree that the unit member shall receive the same number of hours off as the scheduled work day.

20.7.7 Every day declared by the Board under Education Code, Sections 79021 or 79022, as a holiday shall be a paid holiday for all unit members.

20.7.8 Floating holidays, as outlined in 20.7, are considered holidays. However, floating holidays are at the discretion of the Chief of Police. In the event that floating holidays are declined due to staffing or other purposes, floating holidays will be available for use at a later time.

20.7.9 Floating holidays must be used in the fiscal year and will not be accrued.

Vacation Leave

20.8.1 Unit members are entitled to vacation allowance with regular pay. Unit members working forty (40) hours per week on a twelve (12) month basis shall earn vacation leave as follows based on their anniversary date:

- 1 year- 11 days (7.33 hours per month)
- 2 thru 5 years- 12 days (8.00 hours per month)
- 6 thru 10 years- 17 days (11.33 hours per month)
- thru 15 years- 18 days (12.00 hours per month)
- 16 or more years- 22 days (14.67 hours per month)

It is important for the District to have all unit members available to work during the first two weeks of spring semester, fall semester and commencement. Vacation requests shall not be approved during the first two weeks of spring semester, fall semester and commencement. The District will consider vacation requests on all other calendar days.

20.8.2 Unit members working less than forty (40) hours per week or less than twelve (12) months per year shall earn vacation at the same ratio as their work schedule bears to the regular work hours per day, days per week, weeks per month, or months per year.

20.8.3 Entitlement to vacation shall be credited at the start of each fiscal year or the beginning of employment for unit members. If a unit member terminates employment with the District and has been granted vacation leave which was not yet earned at the time of termination of employment, the District shall deduct from the unit member's last check the full amount of salary which was paid for such unearned days of vacation leave taken.

20.8.4 Vacation entitlement shall be established as the first (1st) of the month of employment if employed between the first (1st) and fifteenth (15th) calendar date of that month or the first of the following month if employed on or after the sixteenth (16th) calendar date of the month. In order to count the last month of service for vacation allowance, the unit member must have worked beyond the fifteenth (15th) day of the month.

20.8.5 Upon separation from service with the District, the unit member shall be entitled to lump sum compensation for all earned and unused vacation to a maximum of four (4) years' annual leave allowance.

20.8.5.1 Unit members who have not completed six (6) months of employment in regular status shall not be entitled to compensation for vacation.

20.8.5.2 If, during the first six (6) months of employment, the unit member has used vacation, such vacation used shall be deducted from their final pay warrant.

20.8.6 Unit members shall submit a completed YCCD Leave Request Form to the Chief of Police and/or designee for approval 45 days prior to the requested vacation date. No unit member may normally take vacation leave in excess of twenty (20) consecutive working days without having scheduled the leave at least 45 business

days in advance, and/or with approval of the Board. Leaves approved under this section shall be deemed priority vacations over subsequent vacation requests. The Chief of Police and/or designee shall return the vacation request either approved or denied within fifteen (15) days after the request is submitted.

20.8.7 Accrued vacation leave will be used to extend sick leave when necessary.

20.8.8 Any paid holiday to which a unit member is entitled shall not be charged as a day of vacation.

20.8.9 A permanent unit member shall be permitted to interrupt or terminate vacation leave in order to begin another type of leave provided the unit member supplies notice, where possible, and supplies supporting documentation, such as a doctor's certificate, if applicable, of illness, regarding the basis for such interruption or termination.

20.8.10 A unit member must work a minimum of eleven (11) days during the month or be on paid leave of absence in order to earn full vacation for that month.

20.8.11 Vacation schedules shall be developed within each department. Insofar as possible, vacation shall be scheduled at times requested by the unit member; however, the District shall have the right to insure the vacation schedules do not impede the required operations of the department.

20.8.12 No unit member may accumulate more than four (4) years vacation benefits as of June 30 of each year. Unit members who, by 1 March, appear to possibly accrue more than the limit of four (4) years by June 30 will be so notified.

20.8.12.1 Thereafter, the District will schedule the unit member for vacation in the amount of the accumulated excess. In doing so, the District will schedule such vacation at a time mutually agreed upon.

20.8.12.2 If the District does not allow the unit member to take vacation, the unit member will be paid a lump sum for the excess accumulated days.

20.8.12.3 If a unit member's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. If no such dates are available, the vacation may be taken in the following fiscal year.

20.8.12.4 If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the unit member who has been with the District for the longest period of time shall be given his/her preference.

20.8.12.5 When a holiday falls during the scheduled vacation of any unit member, such unit member shall be granted an additional day's vacation and pay for each holiday falling within that period.

Parental Leave

A unit member is entitled up to ten (10) days paid leave each year, to be deducted from accumulated sick leave, for the purposes of child or spousal care after birth or adoption, for processing an adoption, or for pregnancy-related illness.

Personal Business

Annually, each unit member shall be entitled to five (5) days of paid leave, which shall be deducted from accrued sick leave, for the purpose of conducting personal business.

20.10.1 These days may be taken in one-half ($\frac{1}{2}$) hour increments.

20.10.2 Whenever possible one (1) day notice shall be submitted prior to taking such leave.

General Leave

When no other leaves are available, a leave of absence of not more than one (1) year may be granted to a permanent unit member on an unpaid basis upon member request and approval by the Board. Authorization of leaves under this section shall not be deemed as a precedent for future requests.

20.12 Leaves, except military leave, may not be used for other employment without the express permission of the District.

Military Leave

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave, including no loss of seniority.

Leave of Absence for Retraining and Study

20.13.1 A unit member may request a paid leave, or leaves, of absence for up to forty (40) hours for study or retraining purposes and upon approval of the Chief of Police shall be granted such leave. Such leave may be granted not more than once (1) every year for retraining or study.

20.13.2 A unit member may request a leave of absence for study upon the completion of one (1) consecutive year of service with the District.

A unit member requesting such leave shall submit to the appropriate supervisor(s), in writing, a detailed description of the study program identifying particularly those areas that will improve his/her ability to carry out the duties and function of his/her job, to keep abreast of the latest technological changes, and/or benefit the operation of the District.

20.14.3 While on such leave, the unit member will receive pay, continued insurance coverage, and will be reimbursed per this contract's training and travel policy as outlined in sections 15.7.

20.14.4 Any leave of absence granted under this policy shall not be deemed a break in service for any purpose.

20.14.5 Such leave shall not be counted in computing the period, which must elapse before the granting of another, leave for retraining or study purposes.

20.14.6 Upon returning from a leave of absence, the unit member shall assume the duties of his/her absented position with seniority as of the date of beginning the leave.

Family Care and Medical Leave

20.15.1 The District shall abide by the State and Federal Family Care and Medical Leave Act.

20.15.2 The purpose of Family Care and Medical Leave is to provide a unit member with the ability to take time off from work for the birth, adoption, or placement of a child or for the serious health condition of the unit member, his/her child, parent, or spouse without jeopardizing employment status.

Eligibility

A unit member who has been employed by the District for at least twelve (12) months and who is otherwise eligible for benefits.

20.15.4 Reasons for Family Care and Medical Leave:

20.15.4.1 Because of the birth of the unit member's child and in order to care for such child.

20.15.4.2 Because of the placement of a child with the member for adoption or foster care.

20.15.4.3 In order to care for the spouse, a child, or a parent who has a serious health condition.

20.15.4.4 Because of a serious health condition that renders the unit member unable to perform the functions of his/her position.

Leave Parameters

20.15.5.1 A unit member may take a total of twelve (12) weeks of leave during any twelve (12) month period.

20.15.5.2 In general, leave shall not be taken by the unit member intermittently or on a reduced leave schedule unless medically necessary. The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the unit member is entitled pursuant to this Article.

Maintenance of Insurance Benefits

Coverage

During any period that a unit member takes Family and Medical Care Leave, the District shall continue to provide the fully paid District group health and welfare life insurance benefits for the duration of the leave at the level and under the conditions coverage would have been provided if the unit member had continued in employment continuously for the duration of such leave.

Failure to Return from Leave

The District may recover the premium that it paid for maintaining coverage for the unit member under the group health and welfare benefits plan during any period of unpaid Family and Medical Care Leave if the unit member fails to return from leave after the period to which the unit member is entitled has expired; and the unit member fails to return to work for a reason other than—

20.15.6.2.1 the continuation, recurrence, or onset of a serious health condition that entitled the unit member to leave or

20.15.6.2.2 other circumstances beyond the control of the unit member.

Reinstatement Rights

20.15.6.3.1 Upon return from an approved family or medical care leave, the unit member shall return to the same bargaining unit position unless mutually agreed upon otherwise.

20.15.6.3.2 Family Care and Medical Leave shall not be considered a break in service for longevity or seniority.

Notice by Unit Member

20.15.6.4.1 If the unit member's need for a leave pursuant to this Section is foreseeable, the unit member shall provide the Chief Human Resources Officer with reasonable notice of the need for the leave.

20.15.6.4.2 If the unit member's need for leave pursuant to this Section is foreseeable due to a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the leave to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring care.

20.15.6.4.3 The District may require that the unit member's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care.

20.15.6.4.4 The District may require that the unit member's request for leave because of the unit member's own serious health condition be supported by a certification issued by his/her own health care provider.

Catastrophic Leave

the District shall create a Catastrophic Leave Program as follows:

20.16.1 Any unit member may donate up to sixteen (16) hours of Sick Leave per year to the "Catastrophic Leave Pool."

20.16.2 Requests for Catastrophic leave donations shall be made by the Chief Human Resources Officer through a District-wide notice to all unit members.

20.16.3 Any unit member who receives eligible sick leave credits under this provision shall first exhaust all paid leave he/she has accrued.

20.16.3.1 The eligible unit member may "withdraw" leave from the pool in no less than eight (8) hour increments.

20.16.3.2 All requests for Catastrophic Leave must be made by or on behalf of the unit member to the Chief Human Resources Officer and be accompanied by a physician's verification of medical need and duration of recovery.

20.16.4 The Chief Human Resources Officer and the Chief of Police shall form an Ad Hoc Catastrophic Leave Committee whose responsibility will be to grant or deny the request for Catastrophic Leave. The Catastrophic Leave Committee may allow a permanent unit member to withdraw up to fifty (50) percent of the available hours in the Catastrophic Leave Pool for each illness, injury, accident, etc. The Committee may consider extensions of this limit on a case by case basis.

20.16.5 In the event that any donated Catastrophic Leave time remains unused, that time shall remain in the Catastrophic Leave Pool and shall be available to other qualified unit member pursuant to the terms of this Article.

20.16.6 Catastrophic leave provisions shall apply to all unit members.

POA FRINGE BENEFITS

ARTICLE 21.0 - INSURANCE PROGRAMS

21.1 Effective July 1, 2012 for the unit members, Yuba Community College District will pay 100% of the premiums for medical, dental, vision and life insurance for unit members and their eligible dependents for the period July 1, 2012 through June 30, 2015. The unit member shall have the option to purchase a more costly plan at the expense of the unit member, should the cost of the plan selected by the unit member have higher premiums than that which the unit member qualifies.

For the period July 1, 2012 to June 30, 2015:

Health Insurance: TCSIG Medical Premier Plan

Dental Insurance: TCSIG Dental Plan D-3 \$2,000 yearly limit

Vision Insurance: TCSIG Vision Plan C, \$5 Co-pay

Life Insurance: Transamerica Life \$50,000 Straight Term

21.2 All unit members with a spouse or domestic partner that is “dual covered” under the District’s benefits plans shall be placed in TCSIG Standard Plan for the duration of the period that they are “dual covered”. Should it occur that a unit member’s circumstances change such that they are not dual covered under TCSIG plans, the unit member will be allowed to return to the plan that they otherwise qualify for under the terms of this Agreement. Unit members shall return to the plan that they qualify for by documenting a qualifying event and by the District submitting a letter of support to the vendor documenting the qualifying event.

21.2.1 In the event that the TCSIG Standard Plan changes such that dual covered members are not provided 100% coverage for all circumstances, each member shall be moved to the next highest plan that provides 100% coverage for dual covered members. (IE, Standard Plan changes such that out of pocket expenses are not fully covered in the same manner that dual covered individuals would enjoy as dual covered under Premier Plus or Premier Plans).

21.3 The District will implement a flexible benefits option for all unit members. This option will allow unit members to select from all of the available TCSIG plans, including all “High Deductible” plans that qualify for Health Savings Accounts.

21.3.1 The District will provide to each unit member a return of 75% of the savings from the difference in premiums if the unit member voluntarily opts into a lower plan than what the unit member qualifies for. The premium savings will only be provided to the unit member via a District sponsored 403(b) plan or qualified Health Savings Account.

21.3.2 Options for dispersal include voluntarily opting from one (1) of TCSIG PPO plans, identified as Premier Plus, Premier, Standard and Basic to a lower regular plan OR voluntarily opting from the regular plans to a High Deductible Plan eligible for a Health Savings Account.

21.3.3 In the event that a unit member opts from the regular plan for which the unit member is qualified into a lower regular plan, they will receive 75% of the savings from the premium placed into a District sponsored 403(b) plan.

21.3.4 In the event that a unit member opts from the regular plan for which the unit member is qualified for, they will receive 75% of the savings from the premium placed in a District sponsored Health Savings Account up to the maximum allowable contribution by law. Any remaining premium savings will then be placed into a District sponsored 403(b) plan.

21.3.5 The District will utilize the Health Savings Account vendor provided through TCSIG and unit members must meet all legal mandates for qualification to participate in Health Savings Account.

21.3.6 This Article is limited by plan conditions, time requirements, open enrollment periods, and other restrictions identified by the Tri-County Schools Insurance Group for benefits.

21.3.7 Unit members on paid leave status are considered to be continuous employees and no interruption to the insurance program shall be imposed upon unit members on paid leave. Unit members on an unpaid leave shall have their

insurance program terminated for the remaining duration of the leave unless the unit member wishes to continue coverage by paying the full premium(s) each month in advance.

Section 10: Disciplinary Procedures

Guidelines for Appropriate Conduct

Employees are expected to follow acceptable business principles in matters of personal and business conduct, to accept responsibility for the appropriateness of their own conduct and to exhibit a high degree of personal and professional integrity at all times. It is impossible to list all forms of conduct that might be considered inappropriate. Certain behavior such as theft, fighting, falsification of records, breach of confidential information, bribery and threats of violence are clearly unacceptable at any time in any workplace. Other conduct such as failure to cooperate with other employees, harassing or intimidating others and rudeness to co-workers, students, visitors, while often more subtle, is equally unacceptable.

The District expects all employees to observe the highest standards of professionalism at all times, to comply with all laws applicable to District business wherever conducted and to treat others (co-workers, students, vendors, and visitors with dignity and respect. Unsatisfactory performance, poor work habits, poor attitude, unacceptable conduct and demeanor; violation of District policies, procedures, guidelines or practices; or any other behavior or conduct deemed inappropriate by the District may lead to disciplinary action, up to and including termination.

Disciplinary Policy

It is the policy of the District that any employee who violates District policies, guidelines, rules and/or standards of conduct may be subject to disciplinary action up to and including termination.

It is not always necessary that the disciplinary action process begin with verbal counseling or include every step. Some acts, particularly those that are intentional or serious, warrant more severe immediate action. Consideration will be given to the seriousness of the offense, the intent and the attitude of the individual, and the environment in which the offense took place to decide what disciplinary action to take. The District expressly reserves the right to determine the severity of the problem and the preferred method of proceeding in each individual case.

In all cases of discipline, the District will follow applicable Board Policies and Procedures.

In all cases of *potential* disciplinary action or in the case initiated disciplinary action, the District will take every action to remain in compliance with legal regulations, guidelines, board policy, administrative procedures and collective bargain agreements. In most²⁵ instances regarding permanent classified employees, the employee will receive notice of proposed disciplinary action²⁶,

²⁵ In accordance to determined severity by the District.

²⁶ Disciplinary actions that may result in termination of employment, suspension with or without pay, demotion, or an involuntary transfer or reassignment affecting wages, hours,

reasons for the proposed disciplinary action, a copy of the charges and materials on which the disciplinary action is based, and the right to respond to the District's imposition of discipline.

Probationary classified employees may be entitled to

Employees are entitled to Due Process Requirements, including, but not limited to, an appropriate investigation as determined by the District; written Notice of Intent to Discipline; Pre-Discipline meeting or written response; final Written Notice of Discipline; Board Hearing, Arbitration, and/or administrative hearing.

INVESTIGATION

The purpose of beginning an investigation into reported misconduct is to reveal such misconduct or to exonerate an employee of such claims. Furthermore, the investigation will provide a factual basis to support future actions by employer in order to discipline and prevent any future wrongdoing.

The investigator will be an impartial party who possess knowledge of this issues, organizational and communications skills. Union employees have the right to have a union representative present during disciplinary interviews.²⁷ However, an employee does not have the right to a representative when the investigation is into the alleged misconduct of another employee.

Failure to cooperate, refusal to cooperate or interference with a District investigation, including retaliation or reprisals against participants in an investigation, may be grounds for disciplinary action, up to and including termination.

NOTICE OF INTENT TO DISCIPLINE

A notice of Intent to Discipline will be provided to employees in accordance with the requirements of the collective bargaining agreement. For Further information regarding the guidelines please refer to the appropriate agreement.

"SKELLY" CONFERENCE

A conference in accordance with laws, will be scheduled after the employee receives the Notice of Intent to Discipline. The conference, again, will be scheduled according to the procedures outlined in the collective bargain agreement.

The appointed Skelly Officer will make recommendations as to how to proceed with discipline, if necessary, and/or how the discipline should be modified.

POST-SKELLY CONFERENCE DUE PROCESS

The employee will be provided with Notice of Discipline should the District decide to continue with that course of action. Appeal rights are allotted to employees according to the current governing Collective Bargain Agreement.

seniority, etc.

²⁷ *NLRB v. Weingarten* (1975) 420 U.S. 251)

CONFLICT RESOLUTION

Each employee is encouraged to establish an open, professional and supportive relationship among their co-workers and with the management team. If differences arise, there should be a professional attempt to resolve the conflict, supervisors and managers may be included in this attempt. If the conflict is not resolved, the immediate supervisors shall resolve the dispute as appropriate. In the case that the conflict is not resolved, the next level manager should be notified.

CLASSIFIED

14.3 Demotion, Suspension or Dismissal of Permanent Employees

The continued employment of any permanent classified employee is contingent upon acceptable performance of assigned duties and personal fitness to serve. The Board may suspend, dismiss or demote a permanent employee for reasonable cause.

14.3.1 Suspension

Suspension means either temporary removal of an employee from the position with loss of pay as a disciplinary measure, or removal preliminary to investigation of charges pending demotion or dismissal.

14.3.2 Demotion

Demotion means reduction of an employee from a given class to a classification having a lower salary.

14.3.3 Dismissal

Dismissal means separation, discharge, or permanent removal of an employee from the position for violation of any of the following:

- Incompetence or inefficiency in the performance of the duties of the position.
- Inability or failure to perform assigned duties due to failure or refusal to meet job qualifications (including, but not limited to, failure to pass required tests, or failure to meet District insurability requirements).
- Insubordination. Failure or refusal to perform the normal and reasonable duties to which assigned.
- Carelessness or negligence in the performance of duty or in the care or use of District property.
- Any other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District or his/her employment.
- Discourteous, offensive, or abusive conduct or language toward other employees, students, or the public.
- Dishonesty, including the handling of District funds or property, falsifying District records, reporting time on and off the job, and other matters of similar nature.
- Possession of and/or drinking alcoholic beverages on District property or reporting for work while under the influence of alcohol.
- Addiction to the use of narcotics or a restricted substance, use of narcotics or restricted substance while on the job or reporting to work while under the influence of a narcotic or restricted substance.
- Engaging in political or union activity during assigned hours of employment.
- Conviction of any crime involving moral turpitude, except as provided by law.
- Arrest for a sex offense as defined in Education Code Section 87101, except as provided by law.

- Conviction of a narcotics offense as defined in Education Code Section 87011, except as provided by law.
- Repeated or persistent violations of absence and leave rules such as habitually taking sick leave, abuse of leave privileges, or tardiness.
- Prolonged or permanent physical or mental disability which incapacitates the employee for the performance of his/her assigned duties. Incapacity may be subject to verification of a physician designated by or acceptable to the District in non-work related illness/injuries and by the workers' compensation insurance carrier in work-connected cases.
- Abandonment of position which is defined as absence of employee without notice and/or just cause for five (5) consecutive days.
- Willful or persistent violations of the Education Code or rules and regulations of the District.
- Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- Persistent violation or refusal to obey safety rules, regulations made applicable to public schools by the Board or by an appropriate state or local governmental agency.
- Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- This section shall not be construed to prevent layoffs for lack of work or lack of funds.
- Except as defined in Item 18 above, no personnel action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- Human Resources Development and Personnel Services, or any designated representative of the Chancellor, may initiate a personnel action as defined herein against a permanent classified employee.
- In all cases involving a personnel action, the person initiating said action shall file a written personnel action to the Director, Human Resources Development and Personnel Services for review and legal compliance, prior to submission to the Board of Trustees for final action.

Notice of Proposed Disciplinary Action

14.4.1 Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. Mail as first class, postage prepaid, and addressed to the last known address of the employee.

14.4.2 The notification to the employee shall contain the following:

- A statement of the specific acts and omissions upon which the disciplinary action is based
- A statement of the cause for the action taken
- If it is claimed that the employee has violated a rule or regulation of the District, a statement of the rule or regulation
- A statement of the action proposed to the Board
- A statement that the employee has a right to a hearing on such charges if demanded within five (5) calendar days after service of the notice to the employee

- A Notice and Election to Appeal Recommendation of Personnel Action Form, the signing and filing of which with the Board shall constitute a demand for hearing and denial of all charges

Hearing on Suspension, Demotion or Dismissal

14.5.1 The Board shall designate a time and place to hold a hearing, not less than five (5) calendar days after receipt of a demand for a hearing by a permanent employee who has been given notice of a proposed suspension, demotion, or dismissal.

14.5.2 The employee shall be given at least five (5) calendar days written notice of the time and place of hearing unless such notice is specifically waived by him/her.

14.5.3 The employee and the administration shall be afforded equal opportunity to present evidence.

14.5.4 At the close of the hearing, the Board shall render its decision, which shall be final.

Waiver of Hearing on Suspension, Demotion or Dismissal

The Board may act upon said charges without a hearing and without notice to the employee of the time and place of the Board's meeting if the employee fails to make a timely request for a hearing.

Disciplinary Penalties Imposed by the Board

If the Board finds that sufficient cause exists, it may impose disciplinary action proposed by the Chancellor or designee or it may impose other disciplinary penalties which may be lesser than or greater than the recommended disciplinary action.

Immediate Demotion or Suspension without Pay or Benefits

14.8.1 If the Chancellor or designee determines that, pending a Board hearing on the demotion, suspension or dismissal of a permanent classified employee, the immediate demotion or suspension of the employee without pay would be in the best interest of the District, the following procedure shall be initiated prior to imposing the demotion or suspension:

- In addition to the written notice of the proposed disciplinary action, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based
- The employee shall be informed of his/her right to respond to those charges both orally at a conference and in writing
- The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response
- The demotion or suspension action should be discussed prior to its occurrence at a conference with the Chancellor or designee, during which time the employee shall have the right to present any rebutting evidence

14.8.2 Nothing in this section shall be construed to prohibit an immediate interim suspension by the employee's supervisor or other member of management prior to notice and a conference where an

immediate suspension is required, in the opinion of the supervisor, to preserve the good order and discipline of the District provided that:

- The suspended employee is given written notice in person or by deposit in the U.S. Mail of a letter sent first class to the last known address of the employee, stating the charges upon which the suspension was based. This notice shall be sent within one (1) working day after suspension
- The employee shall be notified of his/her right to file a written response and to have a conference with the appropriate administrator and Human Resources Development and Personnel Service
- The employee is afforded the opportunity for a conference within five (5) calendar days from the date of suspension

14.8.3 An employee charged with the commission of any sex offense as defined in Education Code Section 87010 or any narcotics offense as defined in Education Code Section 87011 by complaint, information or indictment filed in a court of competent jurisdiction may be suspended.

Compensation for Loss of Salary During Demotion or Suspension Without Pay

If disciplinary action against the employee is not upheld by the Board, the employee shall be compensated for any loss of salary resulting from a demotion or suspension without pay prior to the hearing.

FACULTY – (no documentation)

MANAGEMENT

Disciplinary Procedures

Guidelines for Appropriate Conduct

Employees are expected to follow acceptable business principles in matters of personal and business conduct, to accept responsibility for the appropriateness of their own conduct and to exhibit a high degree of personal and professional integrity at all times. It is impossible to list all forms of conduct that might be considered inappropriate. Certain behavior such as theft, fighting, falsification of records, breach of confidential information, bribery and threats of violence is clearly unacceptable at any time in any workplace. Other conduct such as failure to cooperate with other employees, harassing or intimidating others and rudeness to co-workers, students, or visitors, while often more subtle, is equally unacceptable.

The District expects all employees to observe the highest standards of professionalism at all times, to comply with all laws applicable to the District business wherever conducted and to treat others (co-workers, students, vendors, and visitors) with dignity and respect. Unsatisfactory performance, poor work habits, poor attitude, unacceptable conduct and demeanor; violation of District policies, procedures or guidelines or practices; or any other behavior or conduct deemed inappropriate by the District may lead to disciplinary action up to and including termination.

Discipline

It is the policy of the District that any employee who violates the District's policies, guidelines, rules and/or standards of conduct may be subject to disciplinary action up to and including termination.

It is not always necessary that the disciplinary action process begin with verbal counseling or include every step. Some acts, particularly those that are intentional or serious, warrant more severe immediate action. Consideration will be given to the seriousness of the offense, the intent and the attitude of the individual, and the environment in which the offense took place to decide what disciplinary action to take.

The District expressly reserves the right to determine the severity of the problem and the preferred method of proceeding in each individual case.

In all cases of discipline, the District will follow applicable Board Policies and Procedures.

YC-AFT – (No documentation)

ESA

Discipline and Discharge

Disciplinary action, for the purposes of this Article is defined as written reprimand; suspension without pay (excluding unpaid leaves of absence); a reduction in pay not the result of the layoff procedures; or a discharge; or a negotiated salary adjustment. A rejection from probation is not a disciplinary action as defined in this Article. A decision not to re-hire a Unit Member is not a disciplinary action.

15.1.2 No Unit Member will be the subject of a disciplinary action except for just cause as defined in the California Education Code 87732.

15.1.3 This Article shall govern all disciplinary or discharge actions taken against a Unit Member.

15.1.4 As appropriate, the District will adhere to the principles of progressive discipline as defined under the relevant provisions of the YCCD Management Handbook.

15.2 Procedures

15.2.1 No formal disciplinary or discharge action shall be effective unless:

- The Unit Member and the Association are delivered written notice of the proposed action no more than two (2) years after the alleged cause becomes known to District Administration.
- The notice sets forth in ordinary and concise language the acts or omissions which constitute cause for the action. The notice may be amended to include any act or omission discovered by the District after delivery of the notice provided that all time limits set forth in this Article shall thereafter run from the date of delivery of the amended notice to the Unit Member and the Association.

- The notice may be served in person or by certified mail upon the Unit Member at his/her last known address and the Association. If service is by mail, service shall be extended by five (5) days, excluding Saturdays, Sundays and holidays.

Appeal

15.3.1 All appeals under this Article shall be filed at the second step of the grievance procedure. Such appeals shall be filed within ten (10) days of delivery of written notice of the proposed action.

Personnel Files

15.4.1 A Unit Member and/or his/her representative with the consent of the Unit Member shall have the right to inspect and copy the Unit Member's personnel file and any other document in the possession of the District which is relevant to the ability of a Unit Member to perform his/her job or to an issue grieved. No document which is withheld from a Unit Member or his/her representative in violation of this Section shall be used or relied upon in any meeting or proceeding to support disciplinary or discharge action.

15.4.2 Any adverse comment, entry, or like, may not be relied upon for any disciplinary purpose, including being admissible in any arbitration, if such comment or entry is one (1) year or more old, and no subsequent comment or entry has been entered dealing with the same problem within a year of the prior document. In other words, adverse entries dealing with the same problem can be "linked" for purposes of admissibility, so long as the most recent entry relied upon is within one (1) year of the disciplinary action. The above is not meant to make anything grievable that was not previously grievable.

15.4.2.1 This provision shall not apply to any documents memorializing a letter of reprimand, a suspension, a reduction in pay not the result of layoff procedures, or a discharge once such actions become final. However, a Unit Member who has been the subject of discipline or discharge may request that such documents be purged from his/her files after three (3) years from the date of such action, and the parties may mutually agree to such purging at any time, including when the discipline is initiated.

Administrative Leave

15.5.1 The District may place a Unit Member on administrative leave with pay to investigate acts or conduct justifying discharge which a Unit Member is suspected of doing, prior to filing formal charges or to remove from the job site, Unit Members against whom an action of discharge has been taken. Should no disciplinary action be instituted or taken, any notes or records of the investigation shall be removed from the Unit Member's personnel file.

Work Rules

15.6.1 The District shall have the right to establish, amend and repeal reasonable Work Rules relating to Unit Member conduct not in conflict with this Agreement, YCCD Management Handbook and Board Policies and Administrative Procedures. Said rules shall be incorporated herein in their entirety by this reference. When the District issues or reissues Work Rules each Unit Member shall

sign a form provided by the District to acknowledge that he/she has received and read the Work Rules. If the District establishes or amends a Work Rule, the District will provide the Association with this information. Upon request from the Association, the District will negotiate with the Association about the proposed changes. In the event of an impasse, there shall be no mediation of the dispute and the District will be free to implement the new or revised Work Rule. Nothing in this Section shall prevent the Association from subsequently filing a grievance which may be referred to arbitration challenging the interpretation or application of the Rule, or the reasonableness of the Rules as applied to a particular factual situation.

POA

11.2.4 No disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District. (Education Code 88013, 87031)

EVALUATIONS/PERSONNEL FILES

Employee Rights

- The designated Supervisor or the Chief of Police shall evaluate permanent unit members at least once every one (1) year after attaining permanency. Additional evaluations may be scheduled, as necessary, with a 24-hour notice to the unit member.
- No evaluation shall be placed in a unit member's personnel file until the unit member and evaluator have reviewed and discussed the evaluation. The unit member shall sign and date the evaluation to insure compliance with this requirement, but such signature shall not be deemed concurrence with the material.
- No evaluation shall be based upon hearsay statements, but shall only be made based upon direct observation and knowledge of the evaluator or shall reflect other, independent corroboration.
- Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made. If the unit member being evaluated feels that the evaluation is not accurate or fair in its findings and recommendation, the unit member may attach a letter of explanation of those items in dispute, within ten (10) working days.
 - Permanent bargaining unit members shall be evaluated by their designated or Classified Supervisor at least once every two (2) years after attaining permanency. Additional evaluations may be scheduled, as necessary, with a twenty four (24) hour notice to the employee.
 - Probationary bargaining unit members shall be evaluated at the end of their fifth (5th), and eleventh (11th) months of employment, and if all evaluations are satisfactory, the employee will be granted permanent employment status at the conclusion of the employee's first (1st) year of employment.

- No evaluation shall be placed in an employee's personnel file until the employee and evaluator have reviewed and discussed the evaluation. The employee shall sign and date the evaluation to insure compliance with this requirement, but such signature shall not be deemed concurrence with the material.
- No evaluation shall be based upon hearsay statements, but shall only be made based upon direct observation and knowledge of the evaluator or shall reflect other, independent corroboration.
- Any negative evaluation shall include specific recommendations for improvements and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to any evaluation.

Location

Personnel files of each bargaining unit member shall be maintained in the District Human Resources Development and Personnel Services Office. No other employment or personnel files shall be kept in any other office, and no action of any kind shall be taken against a bargaining unit member based upon information, which is not officially entered into the personnel file.

Access

Access to the personnel file of any bargaining unit member shall be limited to the unit member's supervisor, the District Chancellor, College President, the Director of Human Resources Development and Personnel Services, the employees Direct Supervisor, the appropriate confidential secretary(ies), the bargaining unit member, and any person who has written, verified authorization from the bargaining unit member. The bargaining unit member shall have the right to examine and/or obtain copies of material from the personnel file in accordance with California Education Code Section 87031.

Materials Placed in Files

Prior to any written information, which may be used in an adverse action, being entered into the unit member's personnel file, the unit member and the supervisor and/or appropriate administrator shall sign and date the original copy in acknowledgment of the placement of the material in the file.

A bargaining unit member shall have an opportunity during normal working hours to respond within ten (10) working days to written information, which may be entered into the personnel file. If for any reason, after receiving the unit member's response, the District determines not to place the material in the personnel file, the unit member shall be notified in writing within ten (10) days of receipt of the response.

A log shall be maintained in each individual personnel file to record each entry or review of the file including the date and who accessed the file.

Purpose: These procedures are to improve instruction and delivery of student services, to provide a basis for Unit Member professional growth, and to comply with California State/Community College laws and regulations.

Definitions

- A Non-tenured Unit Member is a Contract Unit Member.
- A Tenured Unit Member is a Regular Unit Member.
- A Categorical Unit Member is a non-tenure track Unit Member funded by other than unrestricted District general funds.
- A Peer evaluator is a tenured Unit Member who agrees to participate in the evaluation of another Unit Member and/or an adjunct academic employee.
- An Evaluation Committee is composed of all of the individuals selected or required to participate in the evaluation of a Unit Member.
- Evaluatee is the Unit Member being evaluated.
- Immediate Supervisor is the educational supervisor or manager to whom the Unit Member being evaluated directly reports.
- Second Level Administrator is an educational supervisor or manager to whom the immediate supervisor reports (appropriate College Vice President).
- Evaluatee Peer is the tenured Unit Member selected by the evaluatee.
- Department Peer is the tenured Unit Member selected by the department to represent the department in the evaluation process.
- Senate Peer is the tenured Unit Member selected by the Academic Senate to represent the Academic Senate in the evaluation process.
- Student evaluators are any students enrolled in a class (or using a service) being taught by the evaluatee during a period of evaluation who complete an IE 2A, IE 2B (Instructor Rating Sheet for Online Courses), or Counselor Survey Form.

- Temporary evaluation file refers to the package of required written materials as they are being generated during the evaluation of an evaluatee.
- Chair of the Evaluation Committee is the immediate supervisor or his/her designee, or under special circumstances, could be the second level administrator (see Article 6.2.8).
- Schedule for Evaluation: An official list of Unit Members to be evaluated and a schedule of due dates shall be published annually by August 1 by the Chief Human Resources Officer to allow those concerned with evaluations to meet their evaluation responsibilities. Distribution shall be to the appropriate College Vice President or Clear Lake Executive Dean and the President of the Academic Senate.
- Participants in Evaluation: Each evaluation shall be conducted by administration, peer Unit Members, and students.
- Evaluation of Non-Tenured Unit Members
- Frequency of Evaluation, Dates, and Timelines for non-tenured Unit Members
- Each non-tenured Unit Member shall be evaluated each fall semester; at the recommendation of the evaluation committee, the process may be continued in the spring semester (see Article 6.12.1.5).
- A non-tenured Unit Member who begins employment with the District effective for the spring semester will undergo the same evaluation process that is conducted during the fall semester, but beginning with the peer selection and appointment by February 1, initial Evaluation Committee meeting by February 10, completion of peer observations by April 7, and completion of the Summary meeting by May 12. The non-tenured Unit Member will be evaluated again with the full evaluation process in the following fall semester.

- Non-tenured Unit Members who begin employment with the District effective for the spring semester will NOT be able to count their first spring semester of employment toward sabbatical leave or tenure consideration.
- By no later than February 15 of any year of the evaluation cycle for a non-tenured Unit Member, the Evaluation Committee shall complete its review and report its recommendations to re-employ or not re-employ and suggestions for improvement regarding the non-tenured Unit Member.
- By no later than February 15 of the fourth year of the evaluation cycle for a non-tenured Unit Member, the Evaluation Committee shall review its findings, for that year and the previous years, and submit to the Chief Human Resources Officer and the Academic Senate President a report as to the satisfactory or unsatisfactory performance of that non-tenured Unit Member.
- By no later than February 15 of the year in which the evaluatee is eligible for tenure (usually the fourth year of evaluation), the Evaluation Committee shall make a recommendation to the Academic Senate whether or not to grant tenure to that non-tenured Unit Member.
- A non-tenured Unit Member shall have completed at least a 75% workload during the academic year to have that year be considered toward the attainment of tenure.
- The Academic Senate, in a Closed Session, shall review the Evaluation Committee's recommendation. The Evaluation Committee shall be present and shall have the opportunity to offer testimony.
- No later than February 20, the Academic Senate shall determine whether or not to recommend tenure for that non-tenured Unit Member and shall forward its recommendation, in writing, to the college president and to the Chancellor.
- If the Academic Senate and college president and the Chancellor agree, the recommendation shall go as a joint position to the Board. If the recommendations are different, the Board will be advised of the Academic Senate's position.
- When the recommendation to grant tenure is approved by the Board, the Unit Member shall be considered to be tenured and shall have full tenure status as of the date of the Board meeting.
- If the recommendation to the Board is against tenure, the evaluatee shall have the right to appeal to the Board of Trustees at the next, immediate meeting of the Board.
- If, in any year of the tenuring process, any appointed peer fails to perform his/her duties by November 1, the committee chair shall ask the appointing body to provide a substitute peer to complete the necessary duties by no later than December 1. If any peer fails to complete his/her duties by December 1, the evaluation will continue without participation of that peer.
- Composition of Evaluation Committees for non-tenured Unit Members
- Immediate or Secondary Level Administrator or his/her designee who shall serve as the chair of the committee.

Peer Evaluators

- One tenured Unit Member selected by the evaluatee and mutually acceptable to the immediate supervisor.
- One tenured Unit Member selected by full-time Unit Members within the same department or closely related discipline.
- One tenured Unit Member selected by the Academic Senate in each of the four years.
- Each year prior to September 15, the evaluatees, departments, and Academic Senate will choose all peer evaluators needed to serve on the evaluation committees.

Evaluation Of Tenured Unit Members

- Frequency of Evaluation for Tenured Unit Members
- Each tenured Unit Member must be evaluated once every third year. At the discretion of the Evaluation Committee, the evaluation shall be conducted and completed in either the fall or spring semester. This decision shall be made during the initial meeting.
- Unit Members who receive a “needs improvement” evaluation may be evaluated every year until a satisfactory evaluation is achieved or, at the recommendation of the evaluation committee, the process may be continued in the spring semester (see Article 6.12.1.5).

Composition Of The Evaluation Committees For Tenured Unit Members

- Immediate or Secondary Level Administrator or his/her designee who shall serve as the chair of the committee.
- The peer evaluator for a tenured Unit Member shall be selected by the evaluatee prior to September 15 and mutually acceptable to the immediate supervisor.

Evaluation Of Categorical Unit Members (Exclusive Of Eops And Dsps)

- Frequency of Evaluation for Categorical Unit Members
- In their first four years of employment, non-tenured, categorically funded Unit Members shall be evaluated as frequently as non-tenured Unit Members (see Articles 6.5.1.1 and 6.5.1.2). Further evaluation shall occur in each third year following and shall be conducted as frequently as for tenured Unit Members.

Composition Of The Evaluation Committees For Categorical Unit Members

In their first four years of employment, Non-tenured, categorically funded Unit Members shall be evaluated by committees composed according to the guidelines used for non-tenured Unit Members (see Article 6.2.3). Further evaluation shall occur in each third year following and shall employ the same process and committee composition as for tenured Unit Members.

Evaluation documents shall include the following for each Unit Member evaluatee:

Faculty Evaluation Form IE 1 - Used by all peer evaluators and administrators to record classroom visits or related activity serving the evaluation process. Written statements on this form shall address the six (6) items of evaluation stated on the form and the form shall be signed by both the person preparing the form as well as the evaluatee. The comments on the form shall address the results of the classroom visit and the wider performance of the evaluatee in meeting the responsibilities of his/her position.

IE 2A Form - Instructor Rating Sheet that shall be distributed to students to survey their impressions of the performance of the evaluatee. Student comments are to be written on the back side of the form. Counselor Survey Form used for counselors. The IE 2B form shall be utilized for online student evaluations (reference 6.11.2.5). The IE 2 Form shall serve as the basic guide to evaluation of the six (6) mandatory items of evaluation (see Article 6.10).

Typed student comments – Student written comments on the IE 2A or Counselor Survey Forms are to be typed verbatim by the peer evaluators on separate pages.

IE 2A, IE 2B, and Counselor Survey Tally Forms – The student responses for each item on the IE 2A, IE 2B, and Counselor Survey Forms are to be tallied by each class and recorded on a single blank IE 2A, IE 2B, or Counselor Survey form by the peer evaluators.

Any approved Alternative Forms for the IE 2A Form which might be used for collecting impressions of students or others that are used in the evaluation of non-tenured or tenured Unit Members shall be mutually agreed upon by the non-tenured or tenured Unit Members within the same division, department, related discipline or faculty service area and the appropriate supervisor. The forms will be used for courses within the division, department, or related discipline. Such agreement may include specification of which courses require oral administration of the form or use of an ESL or sign language interpreter who is not the evaluatee.

IE 3 Summary Evaluation Forms – Certify the completion of all required evaluation activities by the Evaluation Committee, state the committee's composite perspective based on information contained and documented in the forms IE 1A and IE 2A, and signed by all members of the committee. The form will indicate whether or not the performance of the Unit Member is satisfactory or unsatisfactory in meeting all aspects of the assigned responsibilities of the position occupied by the evaluatee, whether teaching, non-teaching, or a combination of these. The IE 3a Form is to be used for non-tenured (contract) Unit Members, the IE 3b Form is to be used for tenured (regular) Unit Members and the IE3c form is to be used for categorical (non-tenure-track) Unit Members. The IE 3 PT Form is to be used for adjunct faculty.

Any alternative view statements generated and signed by the evaluatee or evaluators which might arise out of the Final Summary Meeting of the Evaluation Committee.

Distribution of forms will be as follows for Unit Member evaluations:

Evaluatee will receive the copies IE 1A Forms (or agreed-to alternative forms), copies of the IE 2A Summary Forms, copies of the typed comments from the IE 2A Forms, a copy of the IE 3 Form, and, if the IE 3 Form is not agreed to unanimously by the committee members, any copies of dissenting statements/forms/rebuttals.

The Temporary Evaluation File will contain originals of any IE 1A Forms (or agreed to alternative forms), the original tally forms for IE 2A, IE 2B, or Counselor Survey Forms; original typed comments from the IE 2A, IE 2B, or Counselor Survey Forms; the original IE 3 Forms; and if the IE 3 Form is not agreed to unanimously by the committee members, any original dissenting statements/forms/rebuttals.

Except for tenured Unit Members being evaluated in the spring semester, the Temporary Evaluation File will be completed prior to the end of the fall semester and forwarded immediately to the appropriate College Vice President or Clear Lake Executive Dean and will contain a recommendation to re-employ or not to re-employ the evaluatee. If the Evaluation Committee determines that the evaluation process should be continued during the spring semester, this will be stated on the IE 3 Summary Evaluation Form, which will also state the recommendations to the evaluatee for needed improvement of his/her performance. (See Article 6.12.1.5.) The Evaluation Committee will continue in operation and the chair will keep a copy of the temporary evaluation file for use by the committee during the spring semester.

Upon completion of the evaluation process in either the fall or the spring semester, the temporary evaluation file will be surrendered to the Chief Human Resources Officer and shredded.

Items of Evaluation - The following factors shall be considered in every evaluation of a Unit Member:

- Acceptance of responsibility
- Effectiveness of communications
- Effectiveness of instruction/student services
- Expertise in subject matter/skill in contract assignment
- Techniques of instruction/skill in accomplishing contract responsibilities/assignments
- Participation in professional responsibilities and other internal and external professional activities that further the image and growth of the college; e.g., participation on college committees, program review, student activity advisement, etc. (refer to Article 7.1.5).

Responsibilities of Evaluation Committee Members

Chair will be responsible to:

Call all necessary meetings and record and distribute the proceedings to the members.

Make at least one classroom or online observation, which results in a written and signed IE 1A Form and to share any impressions derived from this visit with the evaluatee. This observation may be scheduled or unscheduled at the option of the administrator. Additional observations may be made if the immediate supervisor considers it helpful to the evaluation process.

If any committee chair fails to complete the initial classroom observation by November 15, the observation will be conducted by the appropriate College Vice President or Clear Lake Executive Dean or his/her designee.

Coordinate committee efforts to complete required aspects of the process in compliance with the approved evaluation process and provide for the collection and keeping of the temporary evaluation file.

Call and conduct the initial meeting by October 7 of the Evaluation Committee, at which the committee members will decide how to comply with the requirements of the process and by November 1 prepare a schedule for completing peer evaluations. The evaluatee shall be present during this meeting.

For tenured Unit Members being evaluated in the spring semester as provided for by Article 6.12.1.5, the peer evaluation may be completed as late as April 20.

At any subsequent meeting, prior to the final summary meeting, the evaluating committee may meet without the evaluatee. At the discretion of the committee, either the chair or the entire committee will report the outcome of the meeting to the evaluatee.

Conduct a summary meeting by December 15 at which the recommendation to re-employ should be made if the recommendation is positive. If there is concern about the contract Unit Member's need to improve and the necessity of continuing the evaluation process in spring semester, the committee should delay its recommendation to re-employ until February 15 to give the committee more time to gather additional information about the performance of the contract Unit Member.

Decision to conduct a tenured Unit Member's evaluation in the spring semester shall be made by the evaluation committee at its initial meeting no later than October 7. For a tenured Unit Member whose

evaluation occurs in spring semester, the summary meeting shall be held within two weeks following completion of peer review.

Prepare and forward any recommendation for tenure arising from the process to the Academic Senate President.

Peers Will Be Responsible To:

- Attend all meetings called by the chair or scheduled by the committee and conduct themselves in a manner to keep all outcomes and proceedings of the committee confidential. The evaluatee should supply the peer evaluator with a list of all additional professional activities in addition to teaching and non-teaching assignments so that the evaluator may include these items on the IE1 Form. These items may include advisor or committee participation, high school contacts, fund raising, participation on college committees and any other outside activities that further enhances the partnership between the District and community.
- Make in-class (or assignment) and out-of-class observations (see Article 6.10 Items of Evaluation) and record his/her impressions on an IE 1 Form. Such visits shall be of length sufficient to enable the peer to form a valid impression of the performance of the evaluatee.
- For in-class observations, consult with the evaluatee regarding an appropriate date and time to administer the IE 2A Forms. After reading the generic statement of directions for the completion of the Instructor Rating Form (IE 2A Form) to the students, the peer shall distribute, collect, and tally the IE 2A forms in accordance with the directions of the Evaluation Committee. The peer is to see that the students use the forms in the correct manner. The evaluatee should not be present during this process.
- For an online observation, record impressions on an IE 1 Form. An online observation shall be arranged between the peer and the evaluatee. The length of the observation shall be sufficient to enable the peer to form a valid impression of the performance of the evaluatee. For example, the peer and the evaluatee may agree that the peer will have access to the online course for no longer than one week.
- Type verbatim on separate pages all comments written by students on the IE 2A or Counselor Survey Forms that have been distributed and tallied by the peer evaluator or download verbatim all the comments written by students on the online IE 2B Forms that have been made available to online students and tallied by the peer evaluator.
- Insure that student evaluation response is from at least eighty percent (80%) of the students enrolled in the evaluatee's classes or one hundred or more students. For tenured Unit Members, the peer evaluator must administer the IE 2A or IE 2B Forms to two (2) or more of the evaluatee's classes to obtain at least the minimum percentage of students. For non-tenured Unit Members, all of the evaluatee's contract load classes shall be surveyed.
- Administer any alternative forms that are substituted for the IE 2A Form in accordance with the agreed upon procedures of the Evaluation Committee.
- Meet with the evaluatee and share his/her impressions resulting from the classroom visit. After the peer and evaluatee conclude their discussion, both sign the IE 1 Form and forward it to the Evaluation Committee chair for placement in the temporary evaluation file.
- Participate in the Final Summary Meeting to review all impressions and written materials that have been used in the evaluation process and to sign the IE 3 Form to certify the evaluation was conducted in accordance with adopted procedures.

- Attend Academic Senate meetings when evaluation processes they have participated in lead to the recommendation for tenure for evaluatees. The intent of this article is that all peers still employed by the District who served on any of the four committees are expected to attend this final meeting to determine tenure.
- Summarize data on either the Instructor Rating Sheets (IE Form 2A, IE 2B, Counselor Rating Sheets) or on the appropriate Alternative Instructor Rating Sheets described in Article 6.8.5.
- Basic Procedures for Evaluating Tenured, Non-tenured, or Categorical Unit Members
- Upon review of the total evaluation data during the Final Summary Meeting, during which the committee shall consider all objective sources of input, summarize the observations of the Committee members, and complete any required forms, the Evaluation Committee shall recommend the termination or continuation of the process.
- If the evaluatee disagrees with the recommendation of the committee, he/she may request the continuation of the process. If the process is to continue through the steps required for a tenured Unit Member, an Academic Senate member mutually agreed to by the Evaluatee may be added to the team, if requested by the evaluatee.
- If the process is terminated, the evaluation procedures conclude for the year. The Temporary Evaluation File is completed and all documents are compiled and forwarded to the office of the appropriate College Vice President or Clear Lake Executive Dean, who will surrender the file to the Chief Human Resources Officer.
- If a committee member disagrees with the recommendation, he/she may file a separate IE 3 Summary Evaluation form by the end of the fall semester. All such evaluations may be commented upon by the evaluatee, in writing, on the reverse side of the form.
- In any year of evaluation, both the Academic Senate President and the Chief Human Resources Officer will be advised by the appropriate College Vice President or Clear Lake Executive Dean of any unsatisfactory academic performance of a nature that might prevent a future recommendation of tenure.

If the committee recommends that the process continue into the following spring semester:

- The committee will state on the IE 3 Form the reasons and a recommendation to continue the evaluation process to February 15. Further, the committee must state whether the full (6.12.1.5.2.1) or the abbreviated (6.12.1.5.2.2) process will be used.

The committee will determine the level of scrutiny needed to address the stated reasons for continuing the evaluation and:

- Decide to continue the full evaluation process concluding by February 15, or
- Decide on an abbreviated evaluation process appropriate to satisfy any concerns that were expressed on the IE 3 Form. Any abbreviated evaluation process will be documented in writing on or attached to the IE 3 Form and forwarded with the temporary evaluation file to the appropriate College Vice President or Clear Lake Executive Dean by February 15.

The committee will remain composed of the same individuals for the remainder of the academic year.

The chair shall keep a copy of the temporary evaluation file, to which augmentations will be made during the spring semester.

There shall be an initial evaluation committee meeting called by the chair no later than the end of the first week of the spring semester to initiate continuance of the evaluation process. The committee will

review and plan how to implement the recommendation of the committee as it was stated on the IE 3 Form.

If the committee recommended that the full evaluation process be applied, the process conducted during the fall semester will be repeated and concluded by February 15. Upon completion of the process, an IE 3 Form will be completed and placed in the temporary evaluation file. The file and all augmentation documents will be forwarded immediately to the appropriate College Vice President or Clear Lake Executive Dean. The Vice President or Executive Dean will send the temporary evaluation file to the Chief Human Resources Officer.

If the committee recommended less than the full evaluation process, it will arrange to complete the process by February 15. Upon completion of the process, an IE 3 Form will be prepared and modified as appropriate before placement in the temporary evaluation file. The file with all augmentation documents will be forwarded immediately to the appropriate College Vice President or Clear Lake Executive Dean. The Vice President or Executive Dean will send the temporary evaluation file to the Chief Human Resources Officer.

Summary evaluations shall be initially completed by the end of the fall semester unless there has been a determination to continue the evaluation process into the spring semester as per 6.11.1.6.

A supplementary Summary Evaluation IE 3 form will be prepared by February 15 for interim observations where facts substantially change and/or where the previous evaluation indicated possible termination or disciplinary recommendations.

Prior to the end of February, the Chief Human Resources Officer shall forward recommendations for re-employment and a separate recommendation list, if applicable, for non- re-employment to the District Chancellor.

When the evaluatee is assigned both to teaching and non-teaching duties, he/she may be evaluated both as a teaching and as a non-teaching Unit Member by assigning some of the evaluation committee to evaluate teaching and others on the evaluation committee to evaluate non-teaching duties. The evaluation conclusions from both will be expressed on a single Summary Evaluation form IE 3 (a, b, or c).

The same calendar and procedures, which are used for the teaching Unit Members, will be used for non-teaching Unit Members.

Procedures And Compensation For Evaluation Of Adjunct (Hourly) Academic Employees

- At the beginning of each academic year, full-time tenured divisional Unit Members shall select a pool of peer evaluators representing the departments, faculty service areas or disciplines within that division for the purpose of evaluating adjunct (hourly) faculty members.
- In the event a department lacks a sufficient number of full-time tenured Unit Members who agree to perform the adjunct evaluations, any full-time Unit Member who has completed at least two (2) years of full-time employment with the District (75 percent or more) and who has been approved by the Board as a third-year employee may perform adjunct evaluations.

- If sufficient names of peer evaluators are not forthcoming by September 15 for fall semester evaluations and by February 15 for spring semester evaluations, the administration will notify the Association of that fact and request assistance in getting sufficient names.
- If there are still not sufficient names of peer evaluators by October 1 for fall semester evaluations and by March 1 for spring semester evaluations, the administration may select as peer evaluators any tenured Unit Members who have volunteered and who are acceptable to the administration.
- Peer evaluators shall be paid \$100 or shall receive six (6) hours of flex credit per evaluatee and shall notify the District which option will be used before the evaluation begins. The evaluation and agreement must be turned in to Human Resources Development and Personnel Services Office before either a payment will be made or flex will be credited to the Unit Member.
- The peer evaluator shall make a thorough, professional evaluation of the evaluatee, and shall prepare all necessary documents using the proper forms.
- Except in unusual circumstances as approved by the Chief Human Resources Officer, no one will serve as the peer evaluator more than ten (10) times per academic year.
- Peer evaluators of adjunct academic employee shall, in the case of off-campus evaluations, be compensated for mileage at the prevailing District rate or may use a District vehicle if available.
- It is understood that peer evaluators, in implementation of their duties as outlined in Article 6 of this Agreement, are acting under the mandate and protection of AB 1725.

MANAGEMENT

Performance Planning and Evaluation

The District’s process for the Performance Planning and Evaluation for Managers is based on written job descriptions and statements of objectives for each manager (Exhibit 1). The evaluations are generally conducted annually by the employee's immediate supervisor and may include feedback from other members of the campus community. Evaluations may be conducted more or less frequently, dependent upon performance. The completed evaluation form is to be shared and discussed thoroughly with the management employee and then becomes part of the employee's personnel file. The primary purpose of the evaluation process is to develop management employees and to assist them in carrying out job responsibilities. The process also may be used as the basis for personnel actions.

YCAFT

Evaluations

Except for programs that do not follow the semester schedule, such as police academy, fire academy, etc., evaluations will follow the evaluation schedule as follows:

Evaluation Timeline	Fall Semester	Spring Semester
Begin Semester based on Academic Calendar:	Approximately August 20	Approximately January 14
Dean or Director Schedules “peer evaluator”:	On or before October 1	On or before March 1

Peer Evaluator schedules and performs classroom evaluation:	On or before November 15	On or before April 15
Peer Evaluator completes evaluation, meets with unit member and submits to supervising Dean or Director:	On or before November 30	On or before April 30
Supervising Dean completes evaluation of unit member, including meeting and reviewing	On or before December 15	On or before May 15

- The process for unit member evaluations will remain the same as utilized for full-time faculty evaluation, with the exception of the timeline noted in 11.1. For programs that do not follow the semester schedule the process will be the same however, the timeline will be modified to accommodate the program, at the discretion of the District. Specifically, this applies to public safety academies. Administration of Justice courses that follow the semester schedule in the degree program will follow the process outlined in Article 11.1.
- The evaluator shall use the appropriate adjunct faculty evaluation forms. (Exhibit C)
- Every unit member must be evaluated once (1) each semester in each of the first three (3) semesters of service and in every sixth (6th) semester thereafter.
- Elements of evaluation shall be work station observation (peer and/or Dean), and student input and may include self-evaluation, at the instructor’s option.
- In the event that a unit member who has not been evaluated as outlined in 11.1, the unit member may be evaluated by a senior unit member, or by the supervising Dean or Director of the program, at the discretion of the District, in the following semester. The supervising Dean or Director may select any unit member to complete the evaluation.
- For each evaluation, the unit member may select compensation at the rate of \$100 per evaluation or four (4) hours of flex credit, and shall notify the supervising Dean or Director prior to the evaluation. Mileage at the prevailing District rate shall be paid for off-campus evaluations.
- The evaluator shall provide instructor with an evaluation schedule at least one week prior to the in class evaluation.
- In the event that the unit member receives a “needs improvement” the Dean shall hold a meeting with the unit member to discuss specific areas for improvement, on or before the deadline specified in 11.1. The unit member shall be evaluated in subsequent semesters. In the event the unit member receives consecutive “needs improvement”, at the discretion of the District, the unit member may not be offered a subsequent contract. Two consecutive “needs improvement” shall be equivalent to “Unsatisfactory”.
- If the evaluation is not acceptable to the instructor, he/she will have the option to attach written comments within ten (10) days of review of the evaluation with the supervising Dean or Director.

ESA

The District’s process for the Performance Planning and Evaluation for Unit Members is based on written job descriptions and statements of objectives for each Unit Member as outlined in **Exhibit E**.

The evaluations are generally conducted annually by the Unit Member's immediate supervisor and may include feedback from other members of the campus community. Evaluations may be conducted more or less frequently, dependent upon performance. The completed evaluation form is to be shared and discussed thoroughly with the Unit Member and then becomes part of the Unit Member's personnel file. The primary purpose of the evaluation process is to develop Unit Members and to assist them in carrying out job responsibilities. The process also may be used as the basis for personnel actions.

Section 11: Termination of Employment

Termination/Resignation Responsibilities

All employees are expected to return *all* District property upon termination, including items such as keys, identification cards, calling cards and credit cards.

Benefits at Termination

In most instances, benefits will cease upon termination of employment for any reason, except where mandated by state and federal laws. Any benefits described in this handbook apply only so long as the handbook is current. They do not provide vested rights.

Voluntary Resignation

Management employees are expected to honor the terms of the employment agreement on which they were hired and work the entire period of the employment agreement. However, the agreement may be terminated by the employee prior to its expiration, with the consent of the District. Such consent will not be unreasonably withheld. In all cases, it is expected that the employee will give at least two weeks written notice to the District and shall be given not later than the close of the academic/fiscal year during which the resignation is received.

In addition to providing the District with sufficient notice of resignation, employees are expected to fulfill all other obligations, such as the return of keys and the payment of outstanding bills, prior to the completion of their duties. The employee's final paycheck, including earned vacation, will normally be available on the last workday.

Employees who plan to retire are encouraged to provide the District with a minimum of three months' notice, preferably six months notice. This allows ample time for the processing of appropriate forms of any retirement benefits to which an employee may be entitled.

Employees who are resigning will be compensated for unused accumulated vacation leave at the time of termination. An employee's date of termination is the last day worked. Pay for accumulated unused vacation leave does not extend the employee's length of service with the District.

Whenever a management employee gives notice of resignation, the Office of Human Resources will contact the management employee to schedule an exit interview. During this meeting, the employee has an opportunity to share any comments regarding his or her job, the department, College, or Yuba

Community College District. The employee is provided with information regarding the retirement plan and continuation of other employee benefits. District-sponsored benefits generally end on the last day of the month in which the employee terminates.

Involuntary Termination

MANAGEMENT

Management employees serve at the will and discretion of the Board of Trustees. The Board of Trustees may take action to terminate the employment agreement prior to the expiration of its term for specified reasons. The District shall follow all applicable state and federal laws when terminating the employment agreement of a management employee. Additionally, the District will give the management employee such notice by December 15 of the year that the contract is to be terminated. (Typically contracts terminate on June 30, unless otherwise specified.)

The employment agreement may, at any time, be terminated by the District prior to the expiration of its term for cause. For example, termination for cause may be for the following reasons: gross neglect of duties, incompetence, physical or mental incapacity to perform duties, acts involving moral turpitude, conviction of felonies, dishonesty, or the willful failure to obey the supervisor's directions. The District may terminate an agreement for these reasons notwithstanding the notice dates indicated above.

CLASSIFIED

FACULTY

Termination of Tenured Faculty will be in accordance with federal and state laws and regulations, along with the enacted bargaining agreement

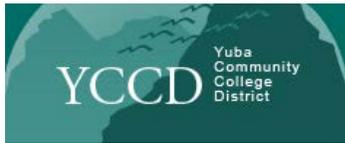
Non-Tenured faculty are subject to the guidelines outlined in the Collective Bargaining Agreement.

Layoffs

Layoffs are in accordance with...

Exhibits

(Currently Being Revised by the Office of Human Resources)



Appendix

Governing Board's Vision Statement

The vision of the Yuba Community College District Board of Trustees is to ensure student success by:

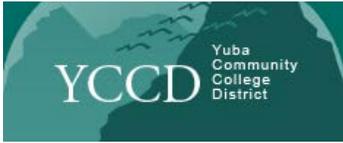
- Providing an innovative, world-class learning environment;
- Building and maintaining an atmosphere of trust within the college district and with our communities;
- Developing and maintaining programs and facilities that best meet the needs of our students and communities;
- Stewarding resources strategically to meet the diverse needs of our communities and region;
- Providing educational, economic, cultural, and civic leadership for our communities and region.

Adopted October 12, 2011

Yuba Community College District Short-Term Goals

1. Improve student success by completion rates
2. Improve leadership and managerial competencies at all levels
3. Complete the transition to Multi-College District to increase organizational efficiency of the District and Colleges
4. Increase regional leadership
5. Prioritize Economic and Workforce Development programs based on regional, state and national imperatives

Chapter 1: Appendix ____ - "Diversity in Community College Employment: Effective and Lawful EEO Hiring and Succession Planning"

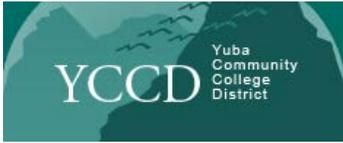


LCW LIEBERT CASSIDY WHITMORE

**Diversity in Community College
Employment: Effective and
Lawful EEO Hiring and
Succession Planning**

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www.lclegal.com

Chapter 2: Appendix _____



Chapter 3: Appendix _____

Chapter 4: Appendix _____ Board Policies and Administrative Procedures

Board Policies

Chapter 3: General Institution

[3410-Nondiscrimination](#)

[3420-Equal Employment Opportunity](#)

[3430-Prohibition of Harrassment](#)

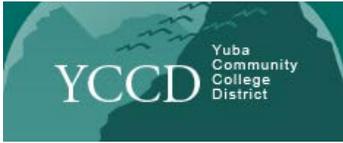
Chapter 7: Human Resources

[7100-Commitment to Diversity](#)

[7110-Delegation of Authority](#)

[7120-Recruitment and Hiring](#)

[7130-Compensation](#)



[7140-Collective Bargaining](#)

[7150-Evaluation](#)

[7210-Academic Employees](#)

[7230-Classified Employees](#)

[7238-Classified Employee Handbook](#)

[7240-Confidential Employees](#)

[7250-Educational Administrators](#)

[7260-Classified Supervisors and Managers](#)

[7265-District Management Handbook](#)

[7310-Nepotism](#)

[7330-Communicable Disease](#)

[7335-Health Examinations](#)

[7340-Leaves](#)

[7342-Family Medical Leave Act/California Family Rights Act](#)

[7350-Resignations](#)

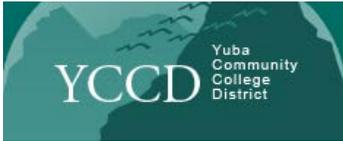
[7360-Discipline and Dismissals - Academic Employees](#)

[7365-Discipline and Dismissals - Classified Employees](#)

[7370-Political Activity](#)

[7380-Retiree Health Benefits: Academic Employees](#)

[7385-Salary Reductions](#)



[7400-Travel](#)

[7510-Domestic Partners](#)

[7600-YCCD Police Department](#)

[7700-Whistleblower Protection](#)

Administrative Procedures

Chapter 3: General Institution

[AP 3310-Records Retention and Destruction](#)

[AP 3410-Nondiscrimination](#)

[AP 3420-Equal Employment Opportunity](#)

[AP 3430-Prohibition of Harassment](#)

[AP 3435-Discrimination and Harassment Investigations](#)

Chapter 7: Human Resources

AP ____ -Hiring Interim Employment

[AP 7110-Delegation of Authority](#)

[AP 7120 -Recruitment and Hiring](#)

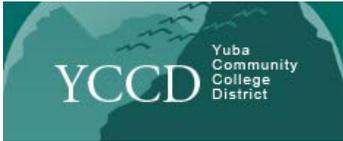
[AP 7122-Hiring the College President](#)

[AP 7125-Verification of Eligibility for Employment](#)

[AP 7126-Applicant Background Checks](#)

[AP 7145-Personnel Files](#)

[AP 7151-Evaluation of the College President](#)



[AP 7161-Flex Guidelines](#)

[AP 7215-Academic Employees: Probationary Contract Faculty](#)

[AP 7216-Academic Employees: Grievance Procedure for Contract Decisions](#)

[AP 7232-Classification Review](#)

[AP 7233-Claims for Work out of Classification](#)

[AP 7235-Probationary Period—Classified Employees](#)

[AP 7236-Substitute and Short Term Employees](#)

[AP 7250-Educational Administrators](#)

[AP 7330-Communicable Disease](#)

[AP 7337-Fingerprinting](#)

[AP 7340-Leaves](#)

[AP 7342-Family Medical Leave Act/California Family Rights Act Eligibility](#)

[AP 7344-Notifying District of Illness](#)

[AP 7360-Discipline and Dismissal - Academic Employees](#)

[AP 7365-Discipline and Dismissal - Classified Employees](#)

[AP 7366-Reinstatement](#)

[AP 7370-Political Activity](#)

[AP 7371-Personal Use of Public Resources](#)

[AP 7600-Yuba Community College District Police Department](#)
