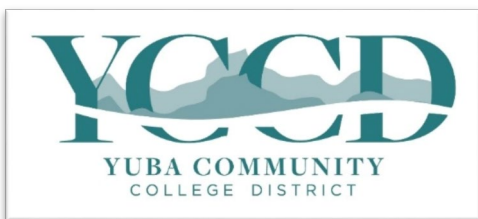


2019 -
2020

YUBA COMMUNITY COLLEGE DISTRICT



MANAGEMENT HANDBOOK



Adopted:
Revised: November 1, 2019

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Section 1: Introduction to Yuba Community College District



Dr. Douglas B. Houston
Chancellor

On behalf of the Board of Trustees, faculty, administration and staff, I welcome you to the exciting learning environment of the Yuba Community College District. The Colleges' highly-qualified faculty provide both traditional and non-traditional instruction in a wide array of arts and sciences, career technical education, and athletic programs, many with national recognition and award-winning accomplishments, recognition and award-winning accomplishments.

WE PLEDGE TO...

1. To authentically engage and to honor and celebrate each other's different perspectives and diverse experiences.
2. To act with courage to do what is in the best interest of our students and to hold ourselves accountable for their success.
3. To choose to trust each other, to always treat team members with integrity, professionalism, kindness, and respect.
4. To be clear, concise, and considerate in all forms of communications with each other.
5. To actively embrace and practice continuous quality improvement and effective practices in our educational and operational activities.
6. At all levels, evaluate and consider the impact of decision-making on all stakeholders.
7. To actively embrace a philosophy of risk, failure, grace, and support to encourage each other to maximize our individual and collective professional growth and development.
8. To trust others have the best motives and intentions.
9. To challenge each other in embracing and celebrating diversity and foster an inclusive organization that operationalizes equity.
10. To make all efforts to invest in, support, and celebrate team and individual success.
11. To actively promote and create a joyful learning and working environment.

Leadership Summit Pledge (June 2019) –

1.1 Vision Statement

The District Vision Statement encompasses the core values of the Yuba Community College District, while the Colleges of the District have their separate and distinct mission statements. The Vision of the Yuba Community College District is as follows:

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.

1.2 Board of Trustees' Values

- Knowledge
- Stewardship
- Culture
- Honesty
- Respect/Mutual Trust
- Student Success
- Openness
- Courage

1.3 History of the District

Yuba College, located in Marysville in Yuba County, opened in 1927. Yuba College, a 160-acre campus located south of Marysville, opened with its first phase in 1962. Construction continued until 1966, by which time most components of today's campus had been completed. By 1975, Yuba Community College District (YCCD) service area had expanded to its present configuration that stretches across the central valley of California from the foothills of the Sierra Nevada to the Coastal Range.

As one of the largest service areas in the California Community College System, YCCD's 4,192 square miles includes all or parts of eight counties in rural, north central California. The substantial distances between much of the District's population and the campus at Marysville made it necessary to supplement operations held at Yuba College by offering classes in local communities to serve the educational needs of this dispersed population.

Outreach operations were established in Colusa in 1974 and in Woodland in 1976. At the same time, a similar outreach operation was being phased in at Clearlake. Today,

Woodland Community College has obtained full accredited status and Lake County Campus is a state approved educational center of the District. Additionally, outreach operations are hosted on Beale Air Force Base, Sutter County and in Colusa. The two colleges in Yolo County and Yuba County and the campuses in Lake County, Colusa, and Sutter Counties, serve 13,000 students across the northern Sacramento Valley.

As of January 2017, the Yuba Community College District Offices moved from the Yuba College Campus to Yuba City, in a shared building with the Veteran's Affairs Outpatient Clinic.

1.3 Mission of the District

1.3.1 District Mission Statement

The primary mission of the Yuba Community College District is to provide rigorous, high quality degree and certificate curricula in lower division arts and sciences and in vocational and occupational fields as well as business-focused training for economic development. An essential and important function of the District is to provide remedial instruction, English as a second language instruction, and support services which help students succeed at the postsecondary level. Additionally, an essential function of the District is to provide adult noncredit educational curricula in areas defined by the State. [District Mission Statement](#)

1.3.2 College Mission

As fully accredited colleges, Yuba College and Woodland Community College each have their own mission statement.

[Yuba College Mission, Principles and Objectives](#)
[Woodland Community College Mission](#)

1.4 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.

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 honesty, 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: [Institutional Code of Ethics - AP 3050](#)

With respect to students:

1. Remain continuously informed of characteristics, preferences, and educational needs of the local community.
2. Provide and protect student access to educational resources of the District.

3. Protect human dignity and individual freedom, and assure that students are respected as individuals, as learners, and as independent decision-makers.
4. Invite students to contribute to the District decisions and directions.
5. Protect students from disparagement, embarrassment, or capricious judgement.
6. Keep foremost in mind at all times that the District exists to serve students.

With respect to colleagues and staff:

1. Develop a climate of trust and mutual support through the governance process characterized by participation of the people affected; focus on objectives rather than personalities; respect for reason, freedom of expression, and right to dissent.
2. Foster openness by encouraging and maintaining two-way communication.
3. Encourage, support, and abide by written policies and procedures and to communicate clearly to new staff members the conditions of employment, work expectations, and evaluation procedures.
4. Provide opportunities for professional growth.
5. Provide due process with opportunity for appeal and review of employee evaluation.

With respect to the Board of Trustees:

1. Keep the Board informed so it can act in the best interests of the District and the public.
2. Act in the best interest of the District even when that action conflicts with an interest of an administrator or individual colleagues.
3. Be guided by principles and policies established by the Board of Trustees.

1.5 Board Policies and Administrative Procedures

Board policies and administrative procedures are the governing documents for operation of the District. Each manager is responsible for knowing, understanding, enforcing and abiding by Board Policies and Administrative Procedures. YCCD Board Policies and Administrative Procedures can be found on the organizational website at: <https://www.yccd.edu/board/policies/> and <https://www.yccd.edu/board/procedures/>

1.6 Governance and Administrative Organization of the District

The organization of the District is determined and authorized by the Board of Trustees of the District and is subject to change by Board determination.

YCCD Chancellor’s Cabinet Team Charter

YCCD Chancellor’s Cabinet Team Charter FY 19-20	
Chancellor’s Intent * for YCCD: As a learning-centered institution committed to excellence, the Yuba Community College District and its colleges will be leaders in the state, region and communities we serve.	
<p>Purpose: The Chancellor’s Cabinet is the District Executive Team and consultative body to the Chancellor, and by extension, to the Governing Board; it’s purpose and protocols are documented in its charter published in the District Services Handbook.</p> <p>As a team, the Chancellor’s Cabinet serves as the strategic administrative hub for the District, advancing the YCCD Governing Board’s Strategic Plan and coordinating and aligning the administrative priorities of the Colleges and District Services.</p>	<p>Members: Executive Team: Chancellor, VCEP, VCAS, Presidents, CTO, CHRO</p> <p>Extended Cabinet: College Vice Presidents, Director of M&O, Director of Foundation, Dean of Institutional Effectiveness, Director of Grants, Executive Assistant to Chancellor & BOT, Executive Assistant to Chancellor</p>
<p>FY 19-20 & 20-21 Priorities & Goals: (unless noted – starts 19-20)</p> <ul style="list-style-type: none"> • Coordinate & Monitor progress on Vision for Success Goals <ul style="list-style-type: none"> ○ Coordinate & Monitor SEA initiatives ○ Coordinate & Support Guided Pathways work plans ○ Coordinate & Support AB 705 implementation • Develop & Conduct Strategic Planning Process <ul style="list-style-type: none"> ○ Support Colleges updating current EMPs to align with VJS Goals, AB 705 & Guided Pathways ○ Develop FY 2020 – 2025 Strategic Plan (Focus on communities, develop District-wide Program portfolio, future of Distance Ed, etc.) ○ Program Review & Institutional Effectiveness Review • Lead discussions of <i>21st Century Academy</i> (20-21) • Monitor: <ul style="list-style-type: none"> ○ Delegated to VCEP (& CLASS) – <ul style="list-style-type: none"> ▪ Strategic Enrollment Management ▪ Enhance & Coordinate Distance Ed ▪ Accreditation planning & monitoring ▪ Grant Activities & Opportunities ○ Delegated to VCAS – <ul style="list-style-type: none"> ▪ Phase 3 Safety Initiatives/Projects ▪ Plan to fund OPEB Irrevocable Trust ▪ Security/Parking analysis & recommendation ▪ Develop Comprehensive Security Plan (20-21) ○ Delegated to M&O Director – <ul style="list-style-type: none"> ▪ Facilities priorities for Measure J/Q funds ▪ Lead and support WCC Facility Design process ▪ (20-21) Long-range Facilities Master Plan ○ Delegated to CTO – <ul style="list-style-type: none"> ▪ Student Self-Service and Employee Self-Service Implementation (IEPI) ▪ Finish “ANSWERS” (decision-support system) ▪ Develop Comprehensive IT Master Plan ○ Delegated to CHRO – Develop (19-20) & Implement (20-21) comprehensive HR Master plan ○ Delegated to Foundation Director – Expand and develop Foundation Board; Foundation Strategic Plan 	<p>Norms:</p> <ul style="list-style-type: none"> • Leadership Summit Pledge * • Chancellor’s Leadership Framework * • Chancellor’s Intent for YCCD * • Be student success focused • Support mission, team and each other • Be prepared and informed for meetings • Be present and attentive during meetings • Be positive and Have FUN! <p>Meetings: Weekly: Tuesdays 9:30-11:30 1-day retreat at least once each semester 2-day Leadership Summit annually</p> <p>Communication: Team - Chancellor’s Cabinet group (Office 365) Individually -</p> <ul style="list-style-type: none"> • Face-to-face (preferred!) • Phone/Email/text: same day; max 24 hrs • Executive Support Team coordinates operational matters <p>Decision-Making; reflection & evaluation:</p> <ul style="list-style-type: none"> • RACI analysis * • Levels of Decision-making * • Completed Staff Work protocol * • ORID-focused Discussion Method * • Before-, Mid- & After-Action Reviews * <p>Agenda Format (for information or decision) Recommendation (“Bottom Line Up Front”) Background Describe Problem (inc. statutory/policy requirements) Status and Analysis (analysis and conclusions) Develop necessary Information Definitions, Facts, Assumptions ORID Discussion – Identify/Compare Possible Solutions Conclusions For Board Consideration / Discussion:</p> <ul style="list-style-type: none"> • How does this action achieve the District/College Mission, Vision and Values and support Student Learning?

Leadership Summit Pledge (June 2019) - WE PLEDGE TO...

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3. To choose to trust each other, to always treat team members with integrity, professionalism, kindness, and respect.
4. To be clear, concise, and considerate in all forms of communications with each other.
5. To actively embrace and practice continuous quality improvement and effective practices in our educational and operational activities.
6. At all levels, evaluate and consider the impact of decision-making on all stakeholders.
7. To actively embrace a philosophy of risk, failure, grace, and support to encourage each other to maximize our individual and collective professional growth and development.
8. To trust others have the best motives and intentions.
9. To challenge each other in embracing and celebrating diversity and foster an inclusive organization that operationalizes equity.
10. To make all efforts to invest in, support, and celebrate team and individual success.
11. To actively promote and create a joyful learning and working environment.

*** RACI (determine: Responsible, Accountable, Consulted, Informed)**

Decision/Task	Responsible	Accountable	Consulted	Informed
Person/Group	R			
Person/Group		A		
Person/Group			C	
Person/Group				I

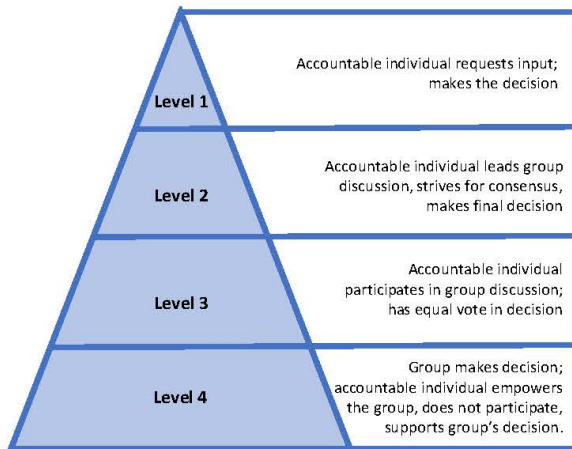
Levels of Decision-Making (see District Services Handbook)

Principle #1: The level of decision making used depends on available time available and desired input.

Principle #2: The greater the participation, the more time will be required, and the greater the likelihood of broad support.

Principle #3: Greater participation provides broader perspective in making the decision by considering multiple viewpoints.

Principle #4: Each decision process may reach a point where, when consensus cannot be reached and no additional input will move the decision to resolution; then the accountable individual must decide.



*** Completed Staff Work**

1. Define the problem
2. What facts can we gather?
3. What assumptions must we make when facts can't be discerned?
4. What are possible courses of action or alternative approaches to resolving problem?
5. Compare the courses of action
6. Make a recommendation

*** Chancellor's Leadership Framework**

Accountable	Passionate & Convicted
Transparent	Bold, Confident, Resilient
Foster Collaboration	Lead by Example
Committed to Excellence	

*This is what you can expect from me
and this is what I expect of you.*

*** ORID (see District Services Handbook)**

Step	Description	Purpose
Objective	What do we know? What are the facts & assumptions	Develop shared understanding
Reflective	How do we feel about the issue; what impact does it have?	Assess impact
Interpretive	What is ideal; what are options?	Compare courses of action
Decisional	What do we do? How?	Resolve & communicate

*** Reflection & Evaluation; the After Action Review Framework: (see YCCD Guide to the AAR)**

An "After Action Review" answers:

- What was expected to happen?
- What actually occurred?
- What went well and why?
- What can be improved and how?

An AAR features:

- Open & honest professional discussion
- Participation by everyone on the team
- A focus on results of an event or project
- Identify ways to sustain what works
- Develop improvement recommendations

As a "Before Action Review":

- What is expected to happen?
- How will we monitor progress?
- What do we expect to learn?

As a "Mid-Action Review":

- What was expected by this time?
- What is actually occurring?
- What is going well and what should change?

Section 2: Employment Policies

2.1 Equal Employment Opportunity

The Board supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, harmony and respect, and suitable role models for all students. The Board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program. [Equal Employment Opportunity – BP 3420](#)

2.2 Commitment to Diversity

The Yuba Community College District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates. More information regarding diversity can be found here: [Board Policy 1300 & 7100](#) and [Administrative Procedure 1300](#).

2.3 Disability Accommodation

YCCD provides reasonable accommodation to otherwise qualified employees who are disabled and need assistance to perform the essential functions of their positions. The employee is responsible for requesting accommodation and for providing medical documentation to assist in understanding the nature of the employee's functional limitations. This documentation may be subject to confirmation by a District appointed healthcare provider. For more information, contact the District's Director of Human Resources.

2.4 Harassment Policy

The District is committed to providing an academic and work environment free of unlawful harassment. [Board Policy 3430](#) and [Administrative Procedure 3430](#) defines sexual harassment and other forms of harassment on campus and outlines the District's prohibition of retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation.

2.5 Drug-Free Workplace Policy

The District is committed to providing its employees and students with a drug-free workplace and campus environment. It emphasizes prevention and intervention through education. The unlawful manufacturing, distributing, dispensing, possession, or use of a

controlled substance is prohibited in all facilities under the control and use of the District. More information about the District's policy and procedure on Drug free environment and drug prevention can be found here: [Administrative Procedure 3550](#)

2.6 District Smoking Policy

In the interest of public health, Yuba College and Woodland Community College are designated as Tobacco-Free colleges. The use of any form of tobacco/nicotine is prohibited on all District properties, grounds and buildings within the Yuba Community College District. This policy applies to all employees, students, vendors, volunteers and visitors. More information about the District smoking and tobacco/nicotine use policies and procedures can be found here: [Board Policy 3570](#) and [Administrative Procedure 3570](#)

2.7 Use of District Equipment

Each member of the District staff shall be responsible for equipment under his or her control.

Loss of equipment and unauthorized removal of equipment should be reported immediately to the appropriate 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 of 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.

2.8 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. [Administrative Procedure 6520](#)

2.9 Conflict of Interest/Commitment

It is the general practice of the Yuba Community College Board of Trustees 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. More information about the District's Conflict of Interest can be found here: [Board Policy 2710](#)

2.10 Firearms/Weapons Policy

Firearms or other weapons shall be prohibited on any college or District center or in any facility of the District. For more information regarding campus safety and weapons on campus, please refer to [Administrative Procedure 3530](#)

2.11 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 Board's priority is the effective handling of critical workplace violence incidents, including those dealing with actual or potential violence. For more information regarding the District's policy on workplace violence, please refer to [Board Policy 3510](#) and [Administrative Procedure 3510](#).

2.12 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 nonworking time. [Board Policy 7370](#)

For more information regarding the District's policy on political activities, please refer to [Administrative Procedure 7370](#).

2.13 Confidentiality of Student Records (FERPA)

The 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 an employee to criminal and civil penalties imposed by the FERPA law. YCCD's education records policy is intended to comply with the requirements of the Family Education Rights and Privacy Act (FERPA).

All school officials are expected to manage student records in their custody in accordance with FERPA regulations. Please refer to [Board Policy 5040](#) and

[Administrative Procedure 5040](#) for more information regarding student records and directory information.

SECTION 3: Management Personnel

3.1 Definition

Persons employed in positions designated as management shall be classified on the basis of their duties and responsibilities. Each employee shall be furnished a copy of this Management Handbook which contains Policies adopted by the Board applicable to their employment.

- 3.1.1 Confidential – Refer to [Board Policy 7240](#)
- 3.1.2 Educational Administrators – Refer to [Board Policy 4250](#) and [7250](#)
- 3.1.3 Classified Supervisors and Managers – Refer to [Board Policy 7260](#)
- 3.1.4 Non-Represented Under Educational Administrators – BP 7250 defines an administrator is a person employed by the Board in a supervisory or management position as defined in Government Code Sections 3540, et seq.

3.2 Responsibilities

- 3.2.1 It is the responsibility of management employees to know and adhere to the policies and procedures set forth in this Handbook.
- 3.2.2 It is the responsibility of management employees to know and adhere to applicable laws, Board Policies and Administrative Procedures.

3.3 Exclusions

The following employee groups and/or positions are excluded from membership in the management service and are not afforded the rights, benefits, and obligations of the management service:

- Employees holding positions that are designated as academic employees or classified
- Substitute employees and short-term employees employed and paid for less than 75% of the school year (75% of the school year is defined as 195 working days including holidays, sick leave, vacation and other leaves of absence, irrespective of number of hours worked per day)
- Apprentices and professional experts employed by the District on a temporary or limited-term basis
- Full-time students employed part-time, and part-time students employed part-time in any college work-study program, or in a work experience program conducted by the District
- Sworn Police Officers
- Independent consultants

SECTION 4: Management Personnel Categories

4.1 Employee Categories

All management employees in the District are assigned to fill one or more job descriptions listed on the management salary schedule and paid accordingly and are classified in one of several categories of employment status. The categories are outlined as follows:

4.1.1 Full-Time Regular Employees

An employee appointed on a continuing basis to an authorized position; requiring service of forty (40) hours per week.

4.1.2 Permanent Part-Time Employees

An employee appointed on a continuing basis to an authorized position requiring service of less than forty (40) hours per week.

4.1.3 Authorized Position

A position authorized by the Board, either full-time or part-time.

4.1.4 Exempt Position (Under review)

A position exempt from overtime pay provisions because the duties, flexibility of hours, salary, benefits structure, and authority are of such a nature that they be set apart from those positions which are subject to the overtime provisions

4.1.5 Non-Exempt Position (Under review)

Any management position qualifying for overtime pay.

4.1.6 Permanent Employee

An employee who is in a Board authorized position and has satisfactorily completed the one (1) year probationary period.

4.1.6.1 For employees whose work year is less than twelve (12) months, permanency is gained one (1) year from date of initial employment.

4.1.6.2 One year means the number of required months of service for the position held by the employee which fall between the date of employment and the same date one year later.

4.1.7 Probationary Employee

Is an employee who is in a Board authorized position and has less than one (1) year of service with the District. Time spent on unpaid leave of absence will not apply towards completion of the probationary period.

4.1.8 Conditional Probationary Employee

Is an employee who is reassigned to a different position through transfer or voluntary demotion. An employee so assigned will have an employment status of conditional probationary for six (6) months.

4.2 Excluded Employee Categories

The following are not members of the management service:

4.2.1 Short-Term Employee

A person employed and paid for less than 75% of a school year and performing a service for the District, upon the completion of which, such service will not be extended or needed on a continuing basis. Time spent in service as a short-term employee does not count toward the probationary period should the employee be offered an authorized position.

4.2.2 Short-Term Substitute

A person appointed to fill the position of a regular management employee for a period of less than six (6) months.

4.2.3 Long-Term Substitute

A person appointed to fill the position of a regular management employee for a period of six (6) months or more but less than 75% of a fiscal year. Time spent in service as a short-term or long-term substitute does not count toward the probationary period in an authorized position.

4.2.4 Student Employee

A person employed by the District on a part-time basis who is also a full-time student or a part-time student employed part-time in any work study program or in any state (including District) or federally funded work experience program.

Section 5: Hiring Practices

5.1 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. Please refer to [Administrative Procedures 7120](#), [7125](#), [7126](#)

5.2 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.

5.3 Employment Contracts (Agreements)

Academic managers are issued employment agreements. Such contracts/agreements generally 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 Code.

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

5.4 Retreat Rights

Educational Supervisors: In accordance with E.C. 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. Please refer to [Administrative Procedure 7250](#)

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.

5.5 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 6: Transfer/Promotion

6.1 Selection

A management employee desiring to be considered for transfer/promotion to any vacant position should submit an application and diversity statement to the Office of Human Resources within the five (5) days that the position vacancy is posted in house.

6.1.1 The employee requesting the transfer must meet all requirements for the position as described in the position description including verification of necessary skills.

6.1.2 Selection from District applicants shall be made on the basis of qualifications and capabilities of the candidate in relation to other applicants, both on and off campus. This requires the concurrence of the supervisor and shall be based upon the determination by the Administration that such a transfer is in the best interest and need of the District.

6.2 Involuntary Administrative Transfer

In the event of an Involuntary Administrative Transfer the manager shall be informed in writing of the transfer and the circumstances surrounding the transfer.

6.3 Job Transfers and Temporary Assignments

6.3.1 Transfers

Transfers of employees on a temporary or permanent basis may be initiated by the District at any time such transfer is in the best interest of the District. Such transfers may include, but are not limited to, intra-district, intra-office, and intra-campus.

SECTION 7: Terms and Conditions of Employment

7.1 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. Please refer to [Board Policies 7240](#), [7250](#), [7260](#)

7.2 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, maintaining sound fiscal management of their respective departments and the District; following fair and legal hiring practices; abiding by all agreements entered into by the District, such as collective bargaining agreements; and adhering to other sound management practices. Managers must possess technical skills, political acumen, judgment and initiative over a broad range of situations and alternatives. Tact and courtesy are imperative for all managers in handling District matters and consequences of district decisions that may affect internal and external constituents. District managers may be required to serve on various leadership teams and committees; including, negotiations, grievance and arbitration proceedings.

Duties and responsibilities of management employees are outlined in this document, Board Policies 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 Policy.

7.3 Pre-Employment Requirements – Please Refer to [Administrative Procedure 7337](#)

7.3.1 Fingerprint Clearance

The District, prior to employment, shall require each person to be employed, or 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.

7.3.2 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 service until such medical certificate has been provided to 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.

7.4 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 Board of Trustees.

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

7.4.1 Exempt Status

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.

- Nonexempt Employees--those covered by the provisions in the Act for minimum wage and entitled to overtime pay for hours worked beyond 40 hours in the workweek. Non-exempt employees are paid weekly for hours worked.
- Exempt Employees--those who are legally exempt from the overtime provisions of the Act. Exempt employees are paid monthly. Exempt employees are paid on a salary

basis and salary cannot be reduced because of variations in the quality or quantity of work.

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

7.5 Additional Duties/Outside Activities

It is anticipated that all full-time positions will have sufficient responsibilities to demand the full energy and attention of the employee. It is expected that management employees ensure that their primary position is handled effectively before secondary assignments are undertaken.

Extra Duty Assignments

1. The District reserves right to contract with District management employees for extra pay assignments, solely at option of District.
2. All extra assignments within the District (including academic assignments) must have prior approval by the manager's respective President or Vice Chancellor.
3. When considered to be in the best interests of the District, the Chancellor may recommend to the Board of Trustees a special appointment to staff supervisory positions, which do not fall within standard position descriptions. Salary associated with such position shall be consistent with existing positions of comparable responsibility, as determined by the Chief Human Resources Officer. The employee may be directed by the Chancellor to assume duties and responsibilities of a different supervisory classification on a temporary basis.

7.6 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 permanent employee 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. [Administrative Policy 7151](#)

7.7 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 Human Resource Office on changes in name, address, telephone number, marital status, dependents, beneficiaries of 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. Employees may review their personnel file (during business hours) by notifying the Human Resource Office.

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. Please refer to [Administrative Procedure 7145](#)

7.8 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. Please refer to [Board Policy 7310](#)

7.9 Workplace Safety and Security

7.9.1 Keys

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. Please refer to [Administrative Procedure 3500, 3501](#)

7.9.2 Emergency Notification

Management 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.

7.9.3 Workplace Injury or Accident

Management employees shall be concerned for the safety of all District employees. As such, management employees shall report all employee workplace injuries and accidents, including injuries and accidents to themselves. Management employees shall complete the appropriate District provided form for workplace injuries and accidents.

7.9.4 Change of Address

Management employees shall keep on file with the Office of Human Resources their physical/ mailing address. Upon change of address, the management employee shall notify the Office of Human Resources.

7.10 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.

SECTION 8: Compensation

8.1 Salary Schedule and Management Positions

Management employees are paid according to the salary schedule as adopted annually by the 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.

8.1.1 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.

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 Board of Trustees.

Doctoral Degree Stipend

Management employees who have earned a doctoral degree from an educational institution, which has been accredited by an agency approved by the U. S. Department of Education, receive an annual stipend as documented on the salary schedule approved annually by the Board of Trustees.

8.1.2 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. Generally, the step placement will be at step 1 of the appropriate range. Credit may be given for previous managerial experience at discretion of the Human Resource Officers. 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.

8.2 Pay Period

Salary Payments

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

8.3 Payroll Deductions

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.

8.4 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.

8.5 Payroll Adjustments/Changes

8.5.1 The employment, pay, and benefit records are of vital importance to both the employee and the District and must contain current accurate information. Whenever the employee changes name, address, telephone number, beneficiaries for insurance and retirement purposes, marital status, or any other item affecting employment benefits or pay records, the employee should immediately submit these changes in writing to the Office of Human Resources.

8.5.2 If deadlines permit, employees shall be paid on the next regular end of month payroll after their hire date. If the payroll process deadlines do not allow for such payment, employees shall be paid on the 10th of the month immediately following the date of hire.

8.6 Payroll Errors

Any payroll error resulting in insufficient payment or over-payment to an employee will be adjusted on the next scheduled payroll.

8.7 Lost Warrants

In the event a pay warrant is lost by an employee, the Office of Human Resources should be notified immediately so that payment can be stopped on the warrant. A replacement warrant will be issued twenty (20) days from the issue date of the warrant.

SECTION 9: Employee Benefits

9.1 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.

9.1.1 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.

9.1.2 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.

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.

9.1.3 Dental

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

9.1.4 Vision Benefits

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

9.1.5 Group Life Insurance

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

9.2 Supplemental Health and Welfare Benefits

9.2.1 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.

9.2.2 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.

9.3 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). Please refer to [Board Policy 7380](#)

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.

9.31 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.

SECTION 10: 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. Please refer to [Board Policy 7340](#)

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>.

10.1 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.

10.1.1 Accrual

An employee may not accumulate more than 2 years vacation. 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 Board of Trustees will result in the loss of leave accumulation above the maximum of two years accumulation (44 days).

10.2 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
Thanksgiving Day
Day Following Thanksgiving
Winter Closure

10.2.1 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.

10.3 Management Leave

All District management employees are granted eight (8) additional management leave days per year. These management leave days are available as follows:

1. Three (3) Administrative Days
2. Three (3) Non-Duty Days
3. 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 District management employee does not utilize these additional management days, the result will be the loss of these days.

10.4 Sick Leave

1. Sick leaves for only illness or injury are granted for a maximum of 12 days annually as of first day of employment at the rate of 1 day per month of service computed on contractual basis. Should employment be less than 12 months, sick leave is prorated at the rate of 1 day per month of term of service.
2. Earned sick leave not used may be accumulated indefinitely from 1 year to next and may be used as required during such subsequent continuous years of service.
3. 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.
4. Any employee on paid status while on sick leave, sabbatical, or other paid leave continues to earn all employee leave benefits to which entitled. An employee 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.
5. A new employee must start work on or before 15th for that month to be counted in computing sick leave. To count last month of service for sick leave, the employee must have worked beyond the 15th day.
6. For confidential employees, no overtime worked applies towards earning or accruing sick leave. Pay for any day of paid sick leave is, the same as pay which would have been received had employee served during the day of illness.
7. Sick leave credit received by transfer from a previous school district of the new employee is accepted pursuant to provisions and limitations provided in Ed Code.
9. All sick leave rights or accumulations are canceled when the 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.

10.4.1 Difference Pay

When a person employed in an academic position is absent from his or her duties on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum that is actually paid a temporary employee employed to fill his or her position during his or her absence or, if no temporary employee was employed, the amount that would have been paid to the temporary employee had he or she been employed. The community college district shall make every reasonable effort to secure the services of a temporary employee.

The governing board of every community college district shall adopt a salary schedule for temporary employees. The salary schedule shall indicate a salary for a temporary employee for all categories or classes of academic employees of the district.

Except in a district where the governing board has adopted a salary schedule for temporary employees of the district, the amount paid the temporary employee during any month shall be less than the salary due the employee absent from his or her duties.

When a person employed in an academic position is absent from his or her duties on account of illness for a period of more than five school months, or when a person is absent from his or her duties for a cause other than illness, the amount deducted from the salary due the person for the month in which the absence occurs shall be determined according to the rules and regulations established by the governing board of the district. These rules and regulations shall not conflict with rules and regulations of the board of governors.

Nothing in this section shall be construed to deprive any district, city, or city and county of the right to make any reasonable rule for the regulation of accident or sick leave or cumulative accident or sick leave without loss of salary for academic employees.

This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the employing district. (Amended by Stats. 1995, Ch. 758, Sec. 180. Effective January 1, 1996.) EC 87780

At the beginning of each fiscal year, the employee is credited with 100 working days of sick leave, compensated at not less than 50% of the employee's regular salary. Such paid leave becomes available only after the employee has exhausted all entitlement to sick leave. This leave does not accumulate from year to year. The 100 days commences with the 11th day of illness for management and supervisory employees; on the 1st day of illness for classified/confidential employees. Additional sick leave only can be used for extended illnesses or injuries. In any event, the absence for illness or injury must be verified by a physician.

10.4.2 Transfer of Sick Leave

Per Education Code Sections 88202, 87782, and 87783 any management employee of the District who has been an employee of the District for a period of one (1) calendar year or more and who terminates employment for reasons other than for cause, and who subsequently accepts employment with another school district within one (1) year of such termination of his/her former employment, may have all unused accumulated sick leave transferred to the second district, provided the second district so requests.

10.4.3 Personal Necessity Leave

An employee may use, at his/her election, not more than 6 days of accumulated sick leave credit in the school year for any of the following:

1. Death or serious illness of member of employee's immediate family when additional leave is required beyond that provided by Bereavement Leave.
2. Accident involving his/her person or property, or person or property of member of immediate family.
3. Appearance in court as litigant, or as witness under an official court order.
4. Other purposes as approved in advance by immediate supervisor and Personnel Officer which are of great personal importance and cannot be accomplished except during regular working hours.
5. Immediate family as defined under Bereavement Leave (10.5.1).
6. Upon return to duty, he/she verifies, by filing Report of Absence with immediate supervisor, that he/she has taken leave for one of reasons listed.

10.4.3 Industrial

District management employees are eligible for an industrial leave of absence in accordance with E.C. Section 87787 (educational admin) and 88192 (classified/confidential).

10.5 Leaves of Absence

This policy describes the types of leave the District provides for employees at its discretion and in accordance with applicable state and federal law. When an employee qualifies for more than one form of leave at a time, the leave periods will run concurrently.

10.5.1 Bereavement Leave

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 more than 200 miles travel required, per occurrence, because of death of any member of immediate family.

Immediate family means mother, father, stepmother, stepfather, grandmother, grandfather, or grandchild of employee or employee's spouse, and spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, sister, or any immediate relative living in immediate household of employee.

10.5.2 Military Leave

Military Leave is granted in accordance with provisions of Education Code and military and veterans code upon submission of official orders.

10.5.3 Family Leave

District agrees to comply with all provisions of Family Medical Leave Act; to run concurrently with other leaves. Please refer to [Administrative Policy 7342](#)

10.5.4 Jury Duty/Court Appearance Leave

The employee will be granted a leave of absence to appear as witness in court (other than as litigant), to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

The employee must reimburse the District any monies earned as a juror or witness, except mileage, made by the employee or salary for the day will be forfeited by the employee.

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

10.5.5 Administrative Leave

Administrative leave may be granted as follows:

1. A leave of absence without pay by the Board of Trustees may be approved upon recommendation of the Chancellor for a period not to exceed 1 year.
2. If the leave exceeds two months, it must be approved by the Board of Trustees also.
3. A member on unpaid leave of absence for 51% or more of required days of attendance are ineligible for step advancement on the salary schedule. If a Leave of Absence extends across two fiscal years and includes more than 50% of required work days in any year, a step increase may be earned in only one year.
4. Advance payment by the employee for insurance benefits may be arranged with the Office of Human Resources to cover employee while on unpaid leave.
5. Should the employee desire an extension of a leave of absence, he/she should so request in writing, directed to the Office of Human Resources, stating the reason for such extension and the desired ending date of the leave. Such request should be made two months prior to the end of the approved leave and must be approved by the Board of Trustees.

SECTION 11: Disciplinary Procedures

11.1 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, and 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.

11.2 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. Please refer to [Administrative Procedures 7360, 7365](#)

SECTION 12: Conflict Resolution

12.1 Conflict Resolution

Each member of management is encouraged to establish an open, professional and supportive relationship with all other members of management. If differences arise, the managers concerned should meet in an attempt to resolve the conflict. If the conflict is not resolved, the managers involved should seek the assistance of their immediate supervisor. The immediate supervisor shall resolve the dispute appropriately. In the case that the conflict arises with the immediate supervisor, the next level manager should be notified.

12.2 Cooperation with District Investigations

Failure or refusal to cooperate with 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.

SECTION 13: Miscellaneous

13.1 Past Practices

Nothing contained in this Handbook shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any employee rights or privileges other than those expressly stated herein.

13.2 Employee Conduct

During assigned working hours, employees are expected to conduct District business only.

13.3 Travel Expenses

When authorized by the District for performing assigned official duties, employees shall be reimbursed for use of personal vehicles at the current State-established rate and shall be reimbursed for actual, expenses arising from travel or personal expenditure within Board-established limits incurred in the discharge of their official duties. In some cases, travel expenses maybe added to management contracts.

13.4 Education Release Time

The District may grant release time to a full-time management employee to attend classes that will serve to enhance the employee's work performance. This section pertains to employee-initiated requests. The operation of the District will take precedence over these provisions. Criteria that will serve as guidelines for allowing such release time are as follows:

- A minimum of six (6) months (time on the job) is mandatory
- Class(es) must be offered at or near the college/campus/center where the employee is working

- Class(es) must be recommended in advance by the appropriate supervisor to the Chief Human Resources Officer for approval
- Exceptions from criteria 1 through 3 may be considered by a request to the Chief Human Resources Officer
- Class tuition and fees will be paid by the employee

Section 14: Resignation/Termination of Employment

14.1 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. The agreement may be terminated by the employee prior to its expiration, however, 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.

14.1.1 Exit Interview

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.

14.1.2 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.

14.1.3 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.

14.2 Involuntary Termination

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.

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.

14.3 Termination of Probationary Employees

14.3.1 At any time prior to the expiration of the probationary period, the Chancellor may, at his/her discretion, dismiss a probationary employee from the employ of the District,

14.3.2 A probationary employee shall not be entitled to a hearing.

14.4 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

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 Compensation for Loss of Salary Due to Demotion or Suspension

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.

14.10 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.

SECTION 15: Complaint Procedure

15.1 Purpose

The purpose of the complaint procedure is to provide aggrieved persons a fair and expeditious method for resolving disputes, claims and complaints of unfair, inequitable, or illegal adverse action by the District.

15.2 Definition

All of the terms used herein are defined, used, and are to be construed in accordance with common definition and usage, except certain specialized terms which, when used herein, are defined as follows:

"Adverse action" is defined as any action by the District, except for those set forth under "exceptions", which significantly affects:

The status of or the conditions of employment of an employee
An action denying employment to an applicant
A significant act of racial, religious, ethnic, or sex discrimination

"Complaint" is defined as a written statement claiming and describing a significant adverse action which is subject to this procedure

"Frivolous complaint" is defined as a complaint which, on its face, does not appear to have any merit or which obviously does not set forth facts which could affect any significant interests of the filer of the complaint

"Aggrieved person" or "Complainant" is defined as one who has been significantly affected by an adverse action which is subject to this procedure

"Day", for this purpose is defined as a day that the District Administration is open, between the hours of 8:00 a.m. and 5:00 p.m.

"Representative" is defined as an advisor, agent, or attorney authorized to speak and act on behalf of a complainant

15.3 Exception

The following designated actions are not within the jurisdiction or preview of this procedure:
Layoff, suspension, dismissal or termination of employment of a permanent management employee

Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board, or by the administrative regulations of the District

15.4 Informal Level

Before filing a formal written complaint, the complainant shall attempt to resolve it by an informal conference with the immediate supervisor or an appropriate cognizant manager.

15.5 Complaint Procedures

15.5.1 Level One

Within thirty (30) days of the occurrence of an adverse action, an aggrieved person may prepare in writing a complaint and submit same to his/her immediate supervisor or an appropriate cognizant manager for informal adjustment or resolution.

15.5.1.1 The filing of such a complaint shall be deemed an election of remedies by the complainant.

15.5.1.2 Said supervisor or manager shall informally hear and render a decision on the matter in writing within thirty (30) days of filing the complaint, and notify the complainant of the decision in writing.

15.5.2 Level Two (Appeal to the next level administrator)

In the event the complainant receives no decision within said period, or is dissatisfied with the decision of Level One, he/she may, within thirty (30) days from receipt of notice or within sixty (60) days of filing of complaint, whichever comes first, appeal that decision, or failure to decide, to the next level administrator for a hearing.

15.5.2.1 Such an appeal shall be filed in the Office of Human Resources be in writing, and state the reasons for such dissatisfaction in detail.

15.5.2.2 Upon the receipt of such an appeal, the Chief Human Resource Officer shall:

- Within ten (10) days of receipt, set the matter for a hearing to be held within thirty (30) days before an administrator of the District designated by the Chief Human Resources Officer to act as a Complaint Officer or he/she shall hear the matter himself/herself and in that event set the date for a hearing within thirty (30) days; or,
- Dismiss the appeal upon the grounds that the complaint is a frivolous complaint.

15.6 Complaint Officer; Hearing

The designated Complaint Officer shall promptly give reasonable notice of hearing to the complainant and shall, at the date of hearing, conduct a full and fair new hearing of the complaint. The decision shall be rendered and the complaint notice given in writing within ten (10) days upon completion of the hearing. The decision of the Complaint Officer may be in the form of a recommendation for action to the Chief Human Resources Officer.

15.7 Appeal; Board of Trustees

15.7.1 If the complainant is dissatisfied with the recommendation or decision of the College President or the Complaint Officer, or in the event the recommendation of the Complaint Officer is not implemented or followed by the College President within thirty (30) days after receipt of notice of its rendition, the complainant may appeal to the Board.

15.7.2 In the event the decision of the Complaint Officer is a recommendation to the College President, and said recommendation is not implemented by the College President within thirty (30) days, the appeal to the Board may be filed within sixty (60) days of date of receipt of notice of the decision or recommendation.

15.8 Appeal to Board of Trustees; Procedures

The appeal to the Board of Trustees shall be in writing and shall specify the grounds of appeal. It shall be filed with the Board Clerk.

15.9 Appeal to Board of Trustees; Hearing

Upon receipt of an appeal, the Board Clerk shall place the matter upon the agenda of the Board for its next meeting. At said meeting the Board may decide to hear the matter at a subsequent date, but not later than sixty (60) days thereafter, or may set the matter for a hearing before a Hearing Officer.

15.10 Hearing Officer

If the Board determines the matter should be heard by a Hearing Officer, it shall then request that a Hearing Officer be appointed by the Office of Administrative Procedures of the State of California or American Arbitration Association, at the option of the Board. Thereupon, full jurisdiction to hear the matter shall be assumed by said officer, which shall set the date, time, and place of hearing, and conduct all proceedings in accordance with the Administrative Procedures Act of the State of California or the American Arbitration Association.

15.11 Costs of the Hearing Officer

15.11.1 The expense of such hearing shall be borne by the complainant and the District equally, unless otherwise agreed to by the District.

15.11.1.1 If required, the complainant shall promptly pay one-half (1/2) of the costs of the Hearing Officer as reflected in the statement received from the Office of Administrative Procedure or American Arbitration Association, upon receipt of the statement.

15.11.1.1.1 In the event such payment is not made by complainant within thirty (30) days thereafter, said sum shall be deducted from the earnings of complainant, if an employee.

15.11.1.1.2 In the event the complainant is not an employee of the District, the Board may estimate the costs of the Hearing Officer in advance, at the time of the appointment of the Hearing Officer, and may require the complainant to deposit with the District one-half (1/2) of said estimated costs within ten (10) days of receipt of notice of this requirement. The failure to deposit the costs within said period of time shall be deemed to be a withdrawal of the complaint.

15.11.1.2 The costs referred to hereinabove are the costs of the Hearing Officer. Each party's costs of depositions, service of process, attorney's fees, witness fees, and similar expenses shall be borne by that party.

15.12 Decision of Hearing Officer

The decision and findings of the Hearing Officer shall be in the form of recommendations to the Board. The Board retains ultimate and final decision, power and authority. Upon receipt of the recommendations, findings, and decision of the Hearing Officer, the Board Clerk shall set the matter on the agenda for the Board for consideration at its next available meeting date. The decision, finding, and recommendations of the Hearing Officer shall thereupon be considered but need not be followed by the Board. Upon receipt of said written recommendations, decision, and findings of the Hearing Officer, the Board may:

- Deliberate and render its decision at that time
- Postpone the matter to a subsequent date, but no later than sixty (60) days, for further deliberation and decision
- Set a date for a new hearing before the Board, but at a date no later than sixty (60) days thereafter

15.13 Expeditious Procedure

The District and the complainant may agree to a more expeditious procedure to resolve the claim, where delay in resolution caused by rigid adherence to this procedure would be manifestly inequitable to the complainant.

15.14 Notices

All notices required by this procedure shall be in writing and sent by ordinary mail to the address of the person to be notified as it may appear on the records of the District.

15.15 Representative

At the Informal Level the complainant may be accompanied by a representative without prior notice. At a Level One or Level Two hearing, the complainant may be accompanied by a representative, providing the complainant gives formal notice at least three (3) working days in advance that such is desired; in such case, the District authority also retains the right to have a representative present at the hearing.

SPECIAL PROCEDURE FOR COMPLAINT ALLEGING UNLAWFUL DISCRIMINATION, SEE THE EEO PLAN, COMPONENT 6—VIOLATIONS OF EEO REGULATIONS.

SECTION 16: District Records

16.1 Access – Security

16.1.1 District records which fall within the classification of "Public Records Act" will be open for inspection on the premises upon which located, upon application to the District Chancellor, 425 Plumas Blvd., Suite 200, Yuba City, CA 95991, which will arrange for the pertinent record(s) to be made available for inspection immediately, if feasible, or at a reasonable scheduled time thereafter.

- Application may be made by mail or in person; if in person between the hours of 8:30 a.m. and 4:30 p.m. on a day the District is scheduled to be in normal operation
- When access is arranged, it will be between the hours of 8:30 a.m. and 4:30 p.m. on a day the District is scheduled to be in normal operation and a district official can be available
- Access will be scheduled for a reasonable period of time, depending upon the nature of the request; a District official will be present during the inspection and copying, if any, and no original documents will be released

16.1.2 "Non-Public Records" will be made available to be inspected and/or copied only if a subpoena or court order has been issued to require access to such documents; legal counsel of the District may be consulted before compliance upon the receipt of such subpoena or court order.

16.1.3 Accounting and payroll records are included as "Public Records"; personnel file records are included as "Non-Public Records" as are student files other than defined student directory information.

16.2 Copying

16.2.1 District Fee for Clerical and Material Costs Involved in the Duplication of Material

16.2.1.1 It shall be the policy of the District to charge fees for the duplication of material requested by any person, association, agency, or company. EXCEPTIONS to this policy may be school and community college districts, city, county, state and federal agencies, and those designated by the Chancellor; or as otherwise provided by law.

16.2.1.2 A reasonable time allowance for copies of material requested will be applied to all requests. The charge for preparation of this information will be as follows: \$.10 per page for copies of existing material, plus postage; \$40.00 per hour to compile requested material not requested in currently-available copy format, plus postage.

16.3 Testimony

If an employee of the District receives requests from attorneys or others for interviews regarding knowledge of particular events, so long as the employee is interviewed outside of the employee's normal work time, the District has no control over whether such interviews will take place.

16.3.1 If a request for interview during normal work hours is received, the District has a legitimate interest in requiring the employee to perform his/her duties, and the managing administrator may properly direct the employee, assuming he/she wants to grant such an interview, to do so only on the employee's time, not during normal work hours.

16.3.2 If an employee of the District does not want to grant such an interview, the employee does not have to grant such an interview in the absence of a subpoena or court order requiring him/her to do so.



Exhibit 1 - Performance Planning and Evaluation for Managers

Yuba Community College District Management Performance Evaluation Cover Sheet

Manager Name _____

Supervisor _____

Evaluation Period From _____ To _____

College/Location ___ YC ___ WCC ___ CLC ___ SCC ___ CCOF

Rating Key: 1—Unacceptable 2—Marginal 3—Satisfactory 4—Very Good 5—Excellent	1	2	3	4	5
I. Performance of Job Duties (See Attached Form for Annual Job Objectives and Self-Evaluation) Comments:					
II. Leadership Comments:					
III. Human Relations Comments:					
IV. Communication Comments:					

V. Personal Qualities Comments:					
VI. Professional Growth Opportunities (See Attached Form) Comments:					
VII. Overall Rating Comments:					

Note: The overall rating is not necessarily an average or composite of the five subsections. The comments should include commendations and recommendations with specific suggestions. Attach extra pages as needed.

I have seen this report and agree with the conclusions of the primary evaluator.

I do not agree with the conclusions of the primary evaluator (manager may attach a statement to the evaluation form).

Manager's Signature

Date

Supervisor's (Primary Evaluator) Signature

Date

College President's Signature

Date

Chancellor's (or Designee) Signature

Date

Management Performance Evaluation

Manager _____ Primary Evaluator _____

Position _____ Inclusive Dates From _____ To _____

Probationary ___ First ___ Second ___ Final _____ Permanent _____

College/Location ___ YC ___ WCC ___ CLC ___ SCC ___ CCOF

Rating Key: 1—Unacceptable 2—Marginal 3—Satisfactory 4—Very Good 5—Excellent	1	2	3	4	5
<p>I. Performance of Job Duties: Job knowledge; ability to achieve unit workloads; assignments; administration of rules and regulations. (Attach a copy of brief narrative of job objectives.) (Also a Supervisor's Self Evaluation/Staff Feedback Survey should be attached if requested by primary evaluator.) Comments:</p>					
<p>II. Leadership: Planning, organizing; judgment; decision making; achieving goals and mission of department. Comments:</p>					
<p>III. Human Relations: Support and development of subordinates; fairness, impartiality; disciplinary control; evaluating performance. Comments:</p>					

<p>IV. Communication: Motivating; training/instructing; listening; resolving conflicts; providing feedback. Comments:</p>					
<p>V. Personal Qualities: Effectiveness under pressure; initiative; adaptability to new and unforeseen situations. Comments:</p>					
<p>VI. Professional Development and/or Growth Opportunities: Comments:</p>					
<p>VII. Overall Rating Comments:</p>					

Note: If “Marginal” or “Unacceptable” is checked, please attach documentation. If overall rating is “Marginal” or one factor is “Unacceptable”, it shall require documentation of performance assessments as well as meeting with the employee to develop a Work Improvement Plan.

ACKNOWLEDGEMENTS:

I recommend that this employee be granted permanent status (To be checked only on final report)

SIGNED (Rater): _____ Title _____ Date _____

Employee Acknowledgment

___ I have seen this report and agree with the conclusion of the rater.

___ In signing this report, I do not necessarily agree with the conclusion of the rater.

___ Employee refused to sign. Rater: _____

SIGNED (Employee) _____ Date _____

Reviewing Administrator Acknowledgment

___ I concur with ratings given by the rater.

___ I do not concur with the ratings given by the rater.

___ New report to be prepared.

Comments:

SIGNED (Reviewing Administrator) _____ Date _____

(Reviewing Administrator MUST review and sign prior to the primary evaluator discussing the evaluation with the employee)

7/2013

Instructions and Guidelines

- A. The evaluation system is based on the principle that an employee should be kept informed of progress in meeting the standards of the position. An initial probationary period of one year is required for all newly hired employees before permanent status is attained. Reports must be prepared near the end of each one-third portion of this period. Additional reports may be prepared at any time during the probationary period.
- B. The purpose of the performance evaluation is to reflect the unit member's proficiency in the job; promote selfimprovement; develop leadership; assist employees to meet full potential; identify the areas in which the individual is performing satisfactorily, as well as areas where improvement and growth are desired; establish goals and objectives of department for ensuing year, determine how well the pre-established goals and objectives were met; and meet legal requirements.
- C. The qualifications of each employee, as demonstrated by his/her work performance, are rated on the factors listed. Any important qualified factors not listed in items I through VI are described by the evaluator and rated under item VII. To indicate the rating on any factor, a (x) mark is placed in the appropriate rating column.
- D. Any ratings below "Satisfactory" or above "Very Good" must be supported by examples of why the rater believes the performance to be substandard or outstanding. Comments will also include suggestions as to how performance can be improved, suggestions regarding desirable training, or recommendations for meeting individual and/or department goals, when applicable.
- E. During the probationary period when the necessary skills or knowledge to become competent have to be acquired on the job, a rating of "Marginal" on the first and second report does not definitely indicate progress is not satisfactory, unless a statement as to unsatisfactory progress is made in the "Comments" section. On the final report any rating of "Marginal" indicates progress has not been satisfactory. Any rating of "Unacceptable" or an over-all rating of "Marginal" on any report of performance indicates progress has been unacceptable.
- F. The primary evaluator will discuss the report with the reviewing office **before** presenting it to the employee. If the primary evaluator and reviewing administrator do not reach agreement on the report, then the parties will meet and confer with one another until consensus has been reached.. Any changes made to this report after it has been signed by the employee will not be valid unless such changes are reported to the employee and recorded on his/her copy. In signing this report, the employee merely acknowledges that he/she has seen it. His/her signature does not indicate agreement. Any employee who wishes to attach a written statement concerning any part of the report may do so.

Definitions of Rating

EXCELLENT- A check in this column indicates that the employee's work consistently and significantly exceeds the standard for this position.

VERY GOOD- A check in this column indicates that the employee's work is definitely and consistently satisfactory.

SATISFACTORY- A check in this column indicates that the employee's work meets the standard for this position.

MARGINAL- A check in this column reflects that performance on the job is somewhat inadequate to reach the standard required of a competent permanent employee by the end of the probationary period of that performance has deteriorated for a permanent employee; greater effort or training is needed. (Any overall rating of "marginal" must be substantiated by the evaluator's written statement of specific reasons for such rating as well as suggestions for improvement.)

UNACCEPTABLE- A check in this column reflects that performance on the job is very inadequate, special training, reassignment, or separation may be advisable. (Any factor or overall rating of unacceptable must be substantiated by the evaluator's statement of specific reasons for each such rating as well as suggestions for improvement.)

THESE DEFINITIONS MUST BE USED IN MARKING THE PERFORMANCE FACTORS AND ARRIVING AT THE OVERALL RATING.

**Yuba Community College
Management Performance Evaluation
(Attachment "A")**

I. Job Objectives and Self-Evaluation

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-
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II. Professional Growth Opportunities

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Exhibit 2 – YCCD Board of Trustees 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

Exhibit 3 – Benefit Schedule

Management Active Health Benefits

⁶ Hire Date Plan → Hire Date ↓	Plan V Plan III – 9/1/02 Premier Plus – 7/1/04	Plan V Plan IV – 9/1/02 Premier Plus – 7/1/04	Plan III Premier – 7/1/04	Plan V Plan III – 9/1/02 Premier Plus – 7/1/04 Standard – 7/1/06
Prior to 6/30/02	X			
Prior to 6/30/02 Transfer within YCCD		X		
7/1/02 to Current			X	
Prior to 6/30/02 Dual Covered with TCSIG				X

Management Retirement Health Benefits

Hire Date	Confidential	Classified Supervisors	Educational Supervisors	Non-Represented
Pre 4-1-86			10 Yrs/Age 55 100%-Hire Date Plan or agreement ²	
4-1-86 to 6-30-02			10 Yrs/Age 55 1/3-Hire Date Plan ²	
Pre 1-1-91	10 Yrs/Age 55 100%-Hire Date Plan ⁴	10 Yrs/Age 55 100%-Hire Date Plan ³		
1-1-91 to 6-30-02	10 Yrs/Age 60 1/3-Hire Date Plan ⁴	10 Yrs/Age 60 1/3-Hire Date Plan ³		Hire Date Plan or agreement ¹
7-1-02 to Present	No Post Employment Health Benefits ⁵	→	→	→

¹ 1994 Handbook

3.10.4 States that such employees, upon retirement "...may participate at District expense in the following Health and Welfare plans for both members as mutually agreed upon..." This section lists the health plans provided and contains the additional phrase "or other such group health, dental, vision and life insurance programs as may be mutually agreed upon."

² 1996 Educational Supervisors Handbook

8.3.1 For pre 4-1-86 hires, the employees are entitled to the designated health plan "or other such group health, dental, vision and life insurance programs as may be mutually agreed upon." Educational Supervisors hired after 4-1-86 that have completed 10 years continuous service and attained age 55 are entitled to 1/3 of their health premium.

³ 1991 Classified Supervisors Policies and Procedures Handbook

Article XXIV indicates that employees hired before 1-1-91 that have completed 10 years continuous service and attained age 55 are entitled to 100% of District-paid benefits. Classified Supervisors hired after 12-31-90 that have completed 10 years continuous service and attained age 60 are entitled to 1/3 of their health premium.

⁴ 1993 Confidential Policies and Procedures Handbook

Article D2a indicates that employees hired prior 1-1-91 that have completed 10 years continuous service and attained age 55 are entitled to 100% of District-paid benefits. Article D2b that employees hired after 12-31-90 that have completed 10 years continuous service and attained age 60 are entitled to 1/3 of their health premium.

⁵ YCCD Board of Trustees Adopted 8-21-02; Effective 7-01-02

⁶ Hire date- See 3.2 of Management Handbook (September 29, 2008)