

Leadership Team Handbook

Yosemite Community College District

2026



**P.O. Box 4065
Modesto, CA 95352
Revised 2026**

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

PREFACE

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

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

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

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

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

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

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A. DEFINITION OF ADMINISTRATORS [[Education Code 87002](#) and Government Code 3540.1]

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

B. MISSION STATEMENTS AND BOARD POLICIES AND PROCEDURES

1. Mission Statements

The Leadership Team supports the District and Colleges Mission Statements.

YCCD Mission Statement (Policy 1200)

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

Columbia College Mission Statement

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

MJC Mission Statement

Empowering students to discover opportunities and reach their goals through access to and inclusion in higher education.

2. The Leadership Team (Policy 7-8044)

2.1 Participatory Governance

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

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

The purposes of the Leadership Team are:

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

2.2 Meet and Confer

The Leadership Team Advisory Council utilizes the meet and confer process with District representatives to discuss working conditions, salary and benefits, and other related issues that concern the entire Leadership Team. Proposals or agreements reached during these meetings are subject to review and approval by the District and the Board of Trustees.

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

3. YCCD Board Policies

Click on the hyperlink below to access the YCCD Board policies.
<https://www.yosemite.edu/trustees/boardpolicy.html>

4. Nondiscrimination (Policy 3410)

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

5. Prohibition of Harassment (Policy 3430)

The District is committed to providing an academic and work environment that respects the dignity of individuals and groups, and encourages an internal culture in which we can respectfully agree to disagree with each other.

Reference [Section K “Complaints, Investigations and Due Process](#)

C. LEADERSHIP TEAM ADVISORY COUNCIL (LTAC)

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

1. Mission Statement

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

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

2. Leadership Team Advisory Council (LTAC) Membership

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

Nominations shall be requested during the month of November for upcoming open positions. The slate of nominations shall be forwarded to the Leadership Team on December 1st. For open positions for which there is only one nomination, the individual receiving the nomination shall be considered elected, and no election for that position is necessary. Voting by Leadership Team members will conclude at 5:00pm on December 15th. Elected individuals shall be announced by 5:00pm on December 16th.

Exceptions to these dates will be made whenever either the 15th or 16th of December falls on a weekend. In this circumstance, voting by Leadership Team members shall conclude at 5:00pm on the Monday immediately following the weekend, and election results shall be announced to Leadership Team members no later than 5:00pm on the Tuesday immediately following the weekend in which December 15th or 16th falls.

LTAC shall be comprised of one representative from each of the below listed areas, elected to alternating two-year terms (in order to ensure continuity on the Council).

- | | |
|----------------------------------|---|
| • CC/Educational Administrators | Elected in odd year |
| • CC/Classified Administrators | Elected in even year |
| • MJC/Classified Administrators | Elected in odd year |
| • MJC/Educational Administrators | Elected in even year |
| • CS/Classified Administrators | Elected in odd year |
| • CS/Classified Administrators | Elected in even year |
| • CC/MJC/CS Confidentials | Elected in even year |
| • Two LT Members-At-Large | One elected in odd year; one elected in even year |

The Leadership Team is represented on the District Council by the LTAC President and a second LTAC member appointed by LTAC. An LTAC member, appointed by LTAC, shall serve on each College Council. LTAC appoints Leadership Team members to all participatory governance bodies throughout the District.

3. Objectives

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

- a. To be the voice of the Leadership Team in all participatory governance matters.
- b. To provide open and frequent communication among Team members.
- c. To apply all available knowledge and information to the improvement of District services.
- d. To encourage and support the Leadership Team in achieving the educational goals and objectives of the District.
- e. To provide a means whereby compensation, working conditions, and professional equity concerns of Team members can be addressed, including position descriptions, classification, evaluation, salaries and fringe benefits, promotion, assignment, and transfer.
- f. As an integral part of District participatory governance:
 - The LTAC president is a standing member and sits on the District Council;
 - LTAC participates in Meet and Confer;
 - LTAC provides membership in Districtwide committees/councils when requested.
- g. In developing and/or supporting policy and procedures:
 - LTAC conducts open meetings with the Leadership Team annually or as needed.
- h. In recommending/developing/supporting staff development activities that are applicable to its membership:
 - LTAC supports the District when appropriate in its endeavor to provide training for professional development opportunities for Team members;
 - LTAC will sponsor an annual staff development event.

- LTAC is dedicated to supporting the District in its pursuit of educational excellence and student success.
- i. To promote Goodwill within its membership.

4. **Officers' Duties**

At the first LTAC meeting in January, the currently elected officers shall select from their ranks, individuals to fill any of the open positions of President, Vice President, Treasurer, Recorder, and Goodwill Ambassador. These positions are for two-year terms. Exceptions will be made when the terms of individual(s) selected for any of these offices is less than two years.

- a. **LTAC President**--the officer assigned the responsibility as head of LTAC and lead spokesperson for the Leadership Team. The president is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:

- Create agenda (with LTAC input) and lead monthly LTAC meetings.
- Schedule meeting rooms for LTAC meetings.
- Sit on District Council and communicate discussions with the Leadership Team.
- Attend monthly meetings with the Chancellor and Associate Vice Chancellor of Human Resources to discuss matters of importance to the Leadership Team, meet & confer issues, and to maintain open communications.
- Lead and facilitate Leadership Team trainings and open Meetings.
- Provide the LTAC report to the Board of Trustees at their regular monthly meetings.
- Second signatory on LTAC bank account.

- b. **LTAC Vice President** - the officer assigned to assist President with duties. The Vice President is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:

- Assume the duties of the LTAC President when President is absent or otherwise unable to fulfill the duties of LTAC President.
 - In circumstances in which the LTAC President separates from the District or in any other way is no longer a member of LTAC, the Vice President shall become LTAC President for the remainder of the current term.
- The LTAC Vice President is not a "President Elect" and does not automatically become LTAC President.
- Attend when available, at Meet and Confers alongside LTAC President.
- Fulfill other needs for President and LTAC when directed.
- Third signatory on LTAC bank account.

- c. **LTAC Treasurer**--the officer assigned the primary responsibility of overseeing the management and reporting of the LTAC finances. The treasurer is appointed by

LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:

- Bank account maintenance and financial transaction oversight - Signing checks, monitor online banking and accuracy of statements, knowledge about who has access to the funds, and any outstanding bills or debts owed, as well as developing systems for keeping cash flow manageable.
- Reports - Preparing monthly Treasurer's Reports to be shared at the LTAC meetings and totals published in the meeting highlights. Prepare a Mid-Year Treasurer's Report after each fall semester dues' campaign. At the end of the calendar year, the Annual Treasurer's Report will be sent to the Leadership Team.
- Dues - Organize collection of dues each fall semester: Request for dues, collect payment, deposits payment and monitor list of current managers after payment has been received.
- Work with both college Foundations to cover cost of the LTAC Student Scholarships (one each for Columbia College and Modesto Junior College)

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

- Take notes during LTAC meetings and transcribe them into LTAC meeting minutes.
- Create and distribute the LTAC Highlights to the Leadership Team bi-monthly or as needed.
- Maintain files pertaining to LTAC on Teams.
- Prepare and track Leadership Team surveys, votes, etc., as directed. This duty can be shared with other LTAC members.
- Fourth signatory on bank account, if needed.
- Assist with Leadership Team Newsletter as needed.

e. **LTAC Goodwill Ambassador** - the officer assigned the primary responsibility of corresponding and communicating with members through Good Will Acknowledgements and inform LTAC. Include a general summary of the GWAs in the monthly and end of the year LTAC reports. The Ambassador is appointed by LTAC for a one or two-year term, effective January through December. Duties include but are not limited to the following:

- Retain supply of cards for membership acknowledgements
- Send cards when to member when experiencing;
- Professional or educational achievement
- Wedding
- Birth
- Birthday
- Illness, surgery, or hospitalization
- Death in the family
- Any other situation deemed worthy by LTAC
- Assist with Leadership Team Newsletter as needed.

5. Team Dues

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

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

D. STATEMENT OF ETHICS

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

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

E. RECRUITMENT AND HIRING

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

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

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

F. RIGHTS & RESPONSIBILITIES

1. Management Personnel Responsibility

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

The expectation is a minimum of a 40-hour work week. Recognizing that management responsibilities may result in some managers working in excess of normal office hours, Leadership Team members may flex their work schedule in consultation with their immediate supervisor.

2. Personnel Files

A Leadership Team member shall be permitted to view, upon request and reasonable notice, his/her personnel file in the District's Human Resources Office.

- a. Information of a derogatory nature shall not be entered or filed in the Leadership Team member's personnel file until s/he is given written notice. Following notice, the Leadership Team member shall have ten (10) working days to review and attach his/her comments.
- b. Derogatory materials placed in a Leadership Team member's personnel file shall contain the date on which the material was originated and the name of the person who originated the document.
- c. A Leadership Team member may request copies of any District related documents in his/her personnel file.
- d. All personnel files are confidential and shall be available for review only when necessary for the proper administration of the District's affairs.
- e. Personnel files shall be available for review by an LTAC representative when authorized in writing by the Leadership Team member.
- f. The District shall maintain a dated log of the persons who have reviewed a personnel file. The log shall be maintained in the Leadership Team member's personnel file.

G. COMPENSATION

1. Salary Placement Procedure for Permanent & Interim Management

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

New appointees with no previous out-of-district management experience will be placed at Step A. Year-for-year credit for prior out-of-district management service will be provided to a maximum Step C placement if the experience was accumulated in a Leadership capacity. Any recommended placement above Step C will require Chancellor pre-approval with justification and documentation. Such requests shall be made only under exceptional circumstance by the college presidents or vice chancellor for the respective area.

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

Management experience, including interim, in the Yosemite Community College District will be credited on a year-for-year basis without limit; and/or

Year-for-year credit for prior out-of-district management service will be provided to a maximum Step C placement if the experience was accumulated in a Leadership capacity; or

Will be placed at that step of the applicable salary range which results in no less than a five percent step increase, to maximum Step F. The calculation is on base salary only.

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

- Will receive credit for prior non-management experience in the Yosemite Community College District on a ratio of one step for each three years of service with a maximum placement at Step C; and

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

- Year-for-year credit for prior out-of-district management service will be provided to a maximum Step C placement if the experience was accumulated in a Leadership capacity; or

- Will be placed at that step of the applicable salary range which results in no less than a five percent step increase, to maximum Step F. The calculation is on base salary only and takes into consideration a step movement due within 90 days of the promotion.

2. Doctoral Stipend

A doctoral stipend is provided to recognize an earned doctorate. Cost-of-living adjustments (COLA) or other salary increases are also applied to the doctoral stipend. The current doctoral stipend is reflected on the salary schedule.

3. Anniversary Date

a. Appointment:

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

b. Promotion:

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

c. Reclassification:

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

d. Reorganization:

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

4. Longevity Pay

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

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

5. Fringe Benefits

a. The following fringe benefits are provided by the District for all eligible management employees:

- Health Insurance (employee and dependents)
- Dental Insurance (employee and dependents)
- Life Insurance (employee only) \$50,000 level term
- Vision Insurance (employee and dependents)
- Income Protection Insurance (employee only)

b. Retirement:

- Classified Management/Classified Confidentials - PERS
- Certificated Management - STRS (or PERS if vested)

6. District-paid Health Insurance for Retirees

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

Hired Prior to July 1, 2004	Hired between July 1, 2004 and June 30, 2013	Hired on or after July 1, 2013
<p>Retirees and their spouse/domestic partner shall be eligible for District paid post-retirement medical benefits until the age of 70</p> <p>Once Medicare eligible, Retiree shall pay the difference for spousal coverage if spouse is not yet Medicare eligible</p> <p>Retiree may continue District medical benefits after the age of 70 at his/her own expense</p> <p>Employees who are deemed permanently disabled by Social Security or CalPERS/CalSTRS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of 70.</p>	<p>Retirees and their spouse/domestic partner under the age of 65 and meeting the “Rule of 70” shall continue to receive the District provided medical benefit until Medicare eligible</p> <p>Retiree may continue District medical benefits after Medicare eligible age at his/her own expense</p> <p>Employees who are deemed permanently disabled by Social Security or CalPERS/CalSTRS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility.</p>	<p>The District shall pay \$1,361/month (\$16,332/year) for the employee + spouse/domestic partner until the retiree reaches age 65. The retiree will pay the balance. Retirees may enroll dependents at their own expense.</p> <p>The employee must meet the following conditions to be eligible for retiree benefits:</p> <ol style="list-style-type: none"> 1. Retirement from CalPERS or CalSTRS 2. A minimum of 55 years of age 3. A minimum of 20 years of service with the District <p>Employees who are deemed permanently disabled by Social Security or CalPERS/CalSTRS and meet the age of 50 plus have 10 years of service may continue to receive District paid medical benefits until the age of Medicare eligibility.</p> <p>If Medicare eligibility age increases, the parties agree to reopen this section pertaining to retiree benefits for employees hired on or after July 1, 2013.</p>

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

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

7. Salary Payments

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

8. Extra Duty Assignments

- a. If extra duties or responsibilities not included in the management employee's present job description become assigned on a regular and ongoing basis, the supervising manager may submit that employee's new job description to HR for review of possible reclassification outside of the District Initiated process.
- b. If duties or responsibilities are assigned on a short term or temporary basis, Leadership Team members shall receive compensation for duties that are outside the scope of their assignment

9. District Initiated Classification Review Process

The process will review all the Leadership Team positions every three years for consistency and accuracy, followed by a benchmarking study. Any classification review that results in a recommendation for salary increase will be settled using the meet and confer process. All recommendations require final Board approval.

10. Tax Sheltered Annuity/Deferred Compensation

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

11. Professional Education Program (PEP)

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

- a. Team members interested in PEP participation shall file a written request for prior approval with their immediate supervisor and the respective College President or the Vice Chancellor, Human Resources (for Central Services). This request shall be filed no later than 10 days prior to the start of planned activity and will include a brief description of the program, dates or participation, and projected costs.
- b. Team members approved for PEP participation shall be eligible to claim reimbursement for approved expenses (receipts required) associated with PEP activity including tuition/registration fees, lodging and travel not to exceed \$2,000 per fiscal year for all approved PEP activities. In addition, managers may request Professional Education Leave for approved activities in accordance with procedures noted in [Section I.7](#).

- c. The total amount of funding available for PEP activity during the fiscal year shall be established annually by the Chancellor in consultation with the LTAC.

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

1. Philosophy and Purpose

- 1.1 The evaluation of administrators is designed to recognize excellence in administration, to strengthen performance, to designate areas needing improvement, and to foster the growth and development of administrators in meeting the educational needs of faculty, staff and students engaged in the process of teaching and learning.
- 1.2 The administrator evaluation process is an on-going communications process. The process provides an overall evaluation of an administrator's work performance and an opportunity for the immediate supervisor (evaluator) and administrator (evaluatee) to discuss the administrator's work performance in terms of the District's and Colleges' goals and objectives.
- 1.3 The evaluation of administrators is not intended to be the first time performance issues are raised by the immediate supervisor. Verbal feedback should be followed up with written communication. Clear and specific feedback and/or timelines should be provided to allow the administrator the opportunity to address any issues raised.

2. Evaluation Tools

- 2.1 Administrators (evaluatees) are evaluated every two years. The process may use a combination of three tools: Annual Goals Form and LT Evaluation Form, and Evaluation Survey Form (Educational Administrators only), depending on the cycle due. Effective administrators possess strong communication skills, leadership, teamwork, professional knowledge and expertise, administrative skills, and diversity/cultural proficiency leadership.
 - a. The **Annual Goals Form** helps the evaluatee (in conjunction with their immediate supervisor) to target improved job performance through development of personal and departmental goals - short-term and long-term goals.
 - b. The **Leadership Team Evaluation Form** is a measuring tool for both the District and the evaluatee. The Administrator Evaluation Form establishes the criteria against which the employee is assessed and evaluated. Areas of strength and areas where performance improvement may be required or desired are highlighted for the employee.
 - c. The **Evaluation Survey Form** is completed for Educational Administrators who supervise YCCD faculty, in accordance with article 6.14 in the YFA Collective Bargaining Agreement, the Evaluation Survey Form will be offered to all faculty within the Administrator's school/division/department.

3. Frequency of Implementation:

- 3.1 First Year of Employment as a Leadership Team member
Immediate supervisor (evaluator) and evaluatee will meet by the three-month date of the evaluatee's first year of contract for the purpose of the following:
 - a. Discuss evaluation process.
 - b. Review District and College goals.

- c. Develop annual administrator goals and related objectives (Annual Goals Form).
 - d. Review job description and identify current major responsibilities and skill areas.
- 3.2 At the end of the first year, the immediate supervisor will complete the LT Evaluation Form, and review progress on the Annual Goals Form with the evaluatee.
- 3.3 Second Year of Employment review past year's goals and establish new or revised goals as needed.
- 3.4 At the end of the second year the process will move to the following evaluation cycle:
 - a. LT Evaluation Form and Annual Goals review (odd employment year).
 - b. Review past year's goals and establish new or revised goals as needed (even employment year).
- 3.5 Off-cycle evaluations may be conducted when deemed necessary by the immediate supervisor.
- 4. Recourse for Unsatisfactory Review or Negative Comments**
 - 4.1 Administrators, who receive an unsatisfactory evaluation or negative comments during the evaluation process, may provide a written response within 10 days to be attached to the evaluation prior to it being placed in the administrator's personnel folder.
 - 4.2 Administrators may reach out to LTAC representatives or Human Resources to request a consultation regarding the evaluation outcome.
- 5. Leadership Team Members and Teaching**
 - 5.1 Leadership Team members who hold the applicable minimum qualifications may teach as part-time faculty outside their regular work hours.
 - 5.2 As part-time faculty, Leadership Team members will be evaluated following the processes outlined in Article 6 of the YFA contract.
 - 5.3 If the Leadership Team member teaches in their own administrative area, a dean from another area will be chosen with mutual agreement of their immediate administrator to serve as supervisory dean, and YFA will be informed. The supervisory dean will lead the evaluation team and attend to any student concerns arising in the Leadership Team member's class.
 - 5.4 Although Leadership Team members are to be evaluated and compensated as adjunct faculty, they remain members of the Leadership Team and are not represented by the Yosemite Faculty Association.

I. LEAVES

1. Absence Report

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

2. Bereavement Leave

- a. Team members shall be granted a leave, up to five (5) days with pay in the event of death of a member of the immediate family. Bereavement Leave may

be taken nonconsecutively. Under special circumstances, additional days may be authorized by the Chancellor or designee.

- b. "Immediate family" is defined as mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, foster parent, foster child, step-parent, step-child, aunt, uncle, niece, nephew, cousin, or any relative/person living in the immediate household of the Team member.
- c. Team members may be permitted up to four (4) hours paid leave to attend the funeral services of a YCCD employee or retiree. Funeral service leave will be reported on the District's absence form.
Additionally, Team members may designate one person per twelve (12) month period who is not listed above as an immediate family member (pursuant to AB 1041, Government Code 12945.2 and Labor Code Section 245.5) upon the need to take leave.

3. Reproductive Loss Leave

California SB 848 mandates that community college districts (as public employers) provide eligible employees with up to five days of leave following a reproductive loss event.

A "reproductive loss event" is broadly defined and includes miscarriage, stillbirth, failed adoption, failed surrogacy, and failed assisted reproduction. This leave can be taken consecutively or intermittently within three months of the event. While this leave is generally unpaid, employees can use available and accrued sick leave, vacation, bereavement leave, or other compensatory time off to cover some or all of the leave. If an employee experiences multiple reproductive loss events within a 12-month period, they are entitled to a total of up to 20 days of leave within that period.

4. Community Service Leave

When a Team member employee holds a responsible position in a community group or organization, and is elected or invited to represent his/her organization in a regional or state conference, the employee may be granted one leave of absence per academic year, not to exceed three days, to attend this conference without loss of pay.

5. Holidays

- a. Team members will receive three (3) paid leave days for Winter Break Closure. District may grant a fourth (4th) day of paid leave dependent upon the calendar and mutual agreement.
- b. Team members receive 17 holidays per year. The following holidays are included by law: Cesar Chavez Day, Juneteenth, Independence Day, Labor Day, Native American Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Years' Day, Martin Luther King Day, Lincoln Day, Washington Day, and Memorial Day. Four additional local holidays will also be granted, including Friday before Thanksgiving Day, Christmas Eve, New Year's Eve in lieu of Admissions Day, and a "floating holiday" granted in lieu of the traditional Spring Day holiday.
- c. Floating Holiday: Eligible Team members receive a "floating holiday," equal

to eight (8) hours paid leave, for use during the period July 1 through June 30. Scheduling of the holiday shall be at the Team member's request and with administrative approval. Upon use of the floating holiday, Team members shall submit an absence form indicating "other" to Human Resources. Credit for the floating holiday will not be carried over beyond June 30.

- d. New employees in their first year of employment, are eligible for the Floating Holiday if hired before April 1.

6. Industrial Accident or Illness Leave

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

7. Jury Duty/Court Appearances

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

8. Professional Education Leave

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

- a. Goal: The objective of this leave is to encourage and facilitate continuing education and professional growth by Team members and thereby strengthen programs and services to students.
- b. Activities: Program participation shall normally be limited to the following activities:
 - 1) Graduate Study: Academic course work in an accredited institution beyond the Bachelor's Degree leading to the attainment of an advanced degree in educational administration or a related field. Normally, enrollment in a minimum of 6 units is required. Exceptions may be considered dependent upon the number of leave days requested.
 - 2) Independent Research/Travel: Intensive independent study of a significant complex issue or challenge facing the District and colleges. A written proposal for such study including problem/need analysis, research

methodology, itinerary and expected outcome shall be filed with the administrator's application for leave. In addition, a follow-up report indicating results and recommendations shall be filed following completion of the leave.

- c. Approval: All requests for leave shall be submitted via an Absence Form and shall be subject to prior approval by the Team member's supervisor, and the respective College President or Vice Chancellor (for Central Services). All requests shall be subject to approval by the Chancellor and confirmation by the Board of Trustees.
- d. Other Conditions: Other terms and conditions of participation include:
 - 1) The forty (40) days of paid professional education leave may be taken consecutively, non-consecutively, or may be combined with accumulated vacation to provide a maximum leave of 82 days within one academic year.
 - 2) Paid professional education leave shall not exceed a total of 40 days within three consecutive academic years.
 - 3) Reimbursement for related expenses (including tuition, registration fees, lodging or travel) may be accommodated through separate Professional Education Program (PEP) reimbursement procedures and shall not exceed \$2,000 per fiscal year for all approved PEP activities. Receipts are required.
 - 4) All professional education leaves shall be scheduled at the convenience of the District and in a manner, which will normally preclude the need for a replacement.

9. Military Leave

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

10. Personal Leave of Absence

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

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

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

12. Personal Business Leave

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

13. Sick Leave

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

14. Extended Sick Leave

Upon the expiration of current and accumulated sick leave and industrial accident and illness leave (if applicable), a disabled Team member may qualify for extended sick leave at fifty percent (50%) of daily pay. The “maximum period payable” for extended sick leave is 100 workdays, not to exceed one year from date of disability. If Catastrophic Leave is used, then see Section 16. For more details, contact [HR Benefits](#).

15. Short-Term Disability Plan

Upon the expiration of extended sick leave, disabled Team members may qualify for income protection benefits under the District’s short-term disability plan. Please contact the Benefits Office for details. Once a Team member has been continuously absent from their job for one year, the Team member will be placed on a 39-month medical rehire list. For more details, contact [HR Benefits](#).

16. Catastrophic Leave

a. Donation Plan

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

b. Process for Requesting a Donation

1. A written request, specifying the nature of the condition and estimated number of days needed, shall be sent to the Vice Chancellor of Human Resources who will verify the number of accumulated sick leave days

remaining and the certification for eligibility and call a meeting of the Sick Leave Donation Committee. The committee will include one member from the Yosemite Faculty Association, one member from the YCCD Leadership Team, and the Vice Chancellor of Human Resources or designee.

2. After the Committee has reviewed and approved the request, solicitation of donations may be made through the Vice Chancellor's office by the individual or his/her representative on his/her behalf. The solicitation period shall be limited to one month.

c. Process for Making Donations

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

d. Use of Donations

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

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

17. Vacation

- a. Except as provided in 16.c., twelve (12) month Team members earn 21 (eight-hour) days of vacation per academic year at an accrual rate of 14 hours per month. Employees working less than a 12-month assignment receive prorated vacation accrual.
- b. Vacation is to be taken at the convenience of the District.
- c. After 15, 20, and 25 years of service with the District, Team members shall earn one additional vacation day per academic year:
 - At 15 years-22 days (14.67 hours per month);
 - At 20 years-23 days (15.33 hours per month);
 - At 25 years-24 days (16 hours per month).
- d. Except as approved by the Chancellor or his/her designee, a Team member may accrue a maximum of 42 days (336 hours) vacation.
- e. Team members who have a vacation leave balance in excess of 42 days (336 hours), shall be considered to have excess vacation leave. Effective January 2014, Team members with excess vacation leave will cease to accrue vacation until such time the balance is reduced below the maximum allowed accrual.

18. Maternity Leave

A maternity leave may be granted to a female team member during the period of time she must absent herself from her duties because of disability resulting from pregnancy or convalescence following childbirth or miscarriage. The Team member may elect to utilize her accumulated sick leave during her period of physical disability, provided the duration of disability and convalescence following childbirth are certified by her physician (Pregnancy Disability Leave (PDL)).

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

The basic minimum leave duration is two weeks for CFRA-only baby bonding leave. However, a request for leave of less than two weeks duration on two separate occasions will be granted. If both parents work for the District, both employees have 12 weeks of CFRA leave each in the event of a birth, adoption, or foster care placement. CFRA parental/child bonding leave must be taken within twelve (12) months of the date of birth/placement of the child. This time off does not have to be taken consecutively. Where both parents of the child for whom leave is taken are employed by the District, any amount of parental/child bonding leave taken by one parent shall not diminish the twelve (12) workweeks of parental leave to which the parent may be entitled.

19. Parental/Child Bonding Leaves (Education Code 87780):

Team members shall be entitled to utilize all accumulated sick leave for the purposes of parental/child bonding leave. Thereafter, when a team member has exhausted all available sick leave and continues to be absent from duty under this section, they shall receive the following: fifty percent 50% of their regular salary during the twelve (12) week period of absence. No Team member shall

be paid in excess of one-hundred percent (100%) of their salary during the period of parental leave.

In addition to the maternity and parental/child bonding leave above, a leave of absence of up to forty weeks may be granted upon request, without pay or benefits, to a team member for the purpose of raising their child.

An employee who is granted maternal or parental/child-bonding leave shall not lose other benefits included under the terms of this agreement for which the employee qualifies.

20. Family and Medical Leave

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

- upon the birth or adoption of the son or daughter of the employee or upon placement with the employee for foster care (baby bonding time); or
- when the employee's spouse, domestic partner, son, daughter or parent has a serious health condition and requires care from the employee.

The law also gives an employee job protected unpaid leave for their own serious illness. Eligible employees are entitled to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period. For more information contact the [Human Resources Benefits Office](#).

Family Medical Leave Act (FMLA) - Eligibility

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

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

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

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

Taking a family care or pregnancy disability leave may impact your benefits. With certain exceptions, you will be able to resume your position or a comparable

position at the end of the leave. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your job, seniority and benefits, please contact Human Resources.

J. REASSIGNMENT/TRANSFER

1. Reassignment of Educational Administrators to Faculty Ranks

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

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

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

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

2. Temporary Administrative Reassignment/Interim Appointments

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

Administrators may apply for a position in an interim capacity.

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

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

3. Lateral Transfer/Voluntary Demotion (Management Only)

3.1 DEFINITIONS

3.1.1 **Lateral Transfer** is defined as a change in a Leadership Team member's work location within the same classification and job description, and not involving a promotion or demotion.

3.1.2 **Voluntary Demotion** is defined as a permanent change to a lower classification for which the Leadership Team member meets all employment qualifications as determined by the District.

3.2 PROCESS

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

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

K. COMPLAINTS, INVESTIGATIONS AND DUE PROCESS

1. COMPLAINTS

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

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

2. INVESTIGATIONS

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

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

3. DUE PROCESS

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

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

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

L. EMPLOYMENT CONTRACTS (EMPLOYMENT AGREEMENTS)

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

Classified Administrators will generally be employed under a one-year Agreement. Educational Administrators will generally be employed under a two-year Agreement. A year is defined as beginning July 1 and ending June 30. New hires who start outside of the contract issuance year will be provided an off-cycle contract, and will be aligned to the next fiscal year upon renewal. The District reserves the right to offer employment contracts of lesser duration.

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

M. CLASSIFIED CONFIDENTIAL EMPLOYEES

1. CLASSIFIED CONFIDENTIAL EMPLOYEES - PROBATIONARY PERIOD

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

2. CLASSIFIED CONFIDENTIAL EMPLOYEES - PROGRESSIVE DISCIPLINE PROCESS

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

Causes for Discipline

The basis for formal discipline shall not be based on information that is more than two years old. Formal disciplinary actions may be based on, but not limited to, the following causes:

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

Written Notice of Discipline

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

- cause(s) for disciplinary action,
- factual basis for discipline that includes acts and/or omissions and/or behaviors that constitute the cause(s),
- expectations for improvement, and
- if proposed disciplinary action, an effective date of the action.

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

Right to Respond - Written Reprimand

The written reprimand shall also inform the Classified Confidential employee of his/her right to respond to the proposed discipline within five (5) working days of the written notice. The written response shall be placed in the employee's personnel file.

Right to Respond - Notice of Proposed Disciplinary Action

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

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

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

If the Classified Confidential employee requests an appeal hearing, a hearing shall be scheduled within forty-five (45) calendar days of the request. The Classified Confidential employee has the right to appear in person, with counsel, or other representation at the appeal hearing. During the appeal hearing, the District shall bear the burden of proof in support of the final disciplinary action. Hearings are closed to the public unless otherwise requested by the Classified Confidential employee. Hearings may be recorded at the request of either party with the expense for the recording being borne by both parties.

If the Board appoints a hearing officer, a non-binding advisory opinion or recommendation containing findings and conclusions shall be presented in writing to the Board within forty-five (45) days after the conclusion of the hearing. The Board may accept and adopt the findings and conclusions of the hearing officer or may review the entire hearing record or provide for an additional testimony. At the conclusion of the appeal hearing or upon submission of a non-binding opinion or recommendation from a hearing officer, the Board may affirm, reverse or modify the final disciplinary action imposed by the Vice Chancellor, Human Resources/designee. The findings and decision of the Board shall be final and conclusive on all parties.

N. NONRENEWAL OF EMPLOYMENT CONTRACT

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

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

O. RESIGNATION

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

[\(Policy 7350\)](#)

P. REDUCTION IN FORCE

Team members may be laid off due to reduction in funds or services. Please refer to your individual employment agreement for specific terms and conditions of employment. [\[Education Code §§87743-87746\]](#)

1. Educational Administrators

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

After layoff, an Educational Administrator shall assume a faculty position in a faculty service area in which the standards developed by the District and Academic Senate for equivalency are satisfied if the Administrator:

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

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

2. Classified Administrators and Classified Confidentials

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

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

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

3. **Continuation of Benefit Coverage**

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

Q. TERMINATION

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

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

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

2. Reversion Rights:

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

APPENDIX A: ACCCA Statement of Ethics

ACCCA Statement of Ethics

A Definition of Ethics

Ethical behavior is characterized by honesty, fairness, and equity in interpersonal, professional, and academic relationships. The ethical person is often described as one who is fair, honest, straightforward, trustworthy, dispassionate, and unprejudiced and respects the dignity, diversity, and rights of individuals and groups of people.

Inconsistency in fairness or honesty undermines credibility and leads to perceptions of unethical behavior. To maintain ethical integrity, individuals must consistently demonstrate honesty and fairness in their actions, thereby upholding the credibility expected of their administrative role.

The Importance of Ethics

The credibility of college administrators as a whole, depends upon whether they are perceived as honest. If integrity contributes to credibility, then ethical behavior is a singular prerequisite to being a successful leader.

When public institutions are administered and led by consistently honest individuals, questions of credibility and demands for public accountability are less likely to arise. Statements of ethical standards do not necessarily ensure ethical behavior. Yet public statements of intent and regular review of established standards set an expectation that public officials will intentionally act with integrity and in the public interest.

Expectations for Ethical Behavior

It is the expectation of ACCCA, as an organization, that all administrators of community colleges must be committed to the principles of honesty, transparency, and equity.

Administrators must refrain from attempting to limit the freedoms of faculty, classified professionals, and students for any reason. Concurrently, they must not willingly permit the rights and privileges of any members of the college community to take precedence over the best interests of the public served by the college.

As stewards of the college community, administrators are entrusted with the responsibility of exercising judgments characterized by virtue, fairness, consistency, and equality. They are expected to uphold transparency and dependability in their words and actions as leaders. Administrators must address issues and individuals impartially, free from prejudice or implicit bias, while also engaging in self-reflection to recognize and mitigate their own biases. The values stated by ACCCA require administrators to prioritize excellence in education and unwavering adherence to ethical principles.

To uphold ethical standards, managers and administrators within the college community, including members of our organization, must actively strive to understand, be mindful of, and constantly promote equity while preserving diversity. Please see the ACCCA Equity Statement for further details.

Our Principles, Our Ethics

Administrators must respond to many constituencies: to elected or appointed governing boards; to colleagues and other administrators, to faculty and staff; to business partners and especially to students and the community.

In the course of that duty, we are judged by how we respond on a daily basis. ACCCA considers the following behaviors to be examples of principled and ethical conduct for administrators in the California Community Colleges.

An Administrators Professional Responsibility to Students, Colleagues and the Community
The behaviors listed below constitute personal integrity, social responsibility, and the

recognition of and respect for the diversity of our communities.

They encourage collaboration in the spirit of a common good, and assume inclusiveness, belonging, and equitable conduct. A separate Equity Statement further clarifies the intent of the Board regarding DEIA.

Always act in the best interest of your community, your students and your institution.

Respect all students, colleagues and members of the community and regard them as individuals and independent decision-makers.

Sustain a climate of trust and mutual support, and defend others against disparagement, embarrassment, or capricious judgment.

Put students first in the decision-making process and ensure their access to that process.

Build consensus by encouraging transparency, openness, and accessibility and maintaining positive two-way communication with others.

Nurture and support professional growth in yourself and others, academic development in students and engagement with the community.

Challenge unethical behavior when it happens and seek to model the ethical behavior you expect to see in others.

Model continuous learning and stay informed on the latest practices and professional standards, as well as the educational needs of the community.

Uphold established standards of behavior and encourage others to do the same.

RIGHTS AND DUE PROCESS

A community college administrator is entitled to all rights and due process as outlined in their institution's policies and procedures in exchange for the ethical and principled behaviors they demonstrate. As a matter of clarity, we feel individuals should have the right:

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

*Source: ACCCA Website,
Date: October 27, 2025*

APPENDIX B: Employment Agreement Samples

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

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

1. POSITION

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

2. TERM

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

3. DUTIES AND RESPONSIBILITIES

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

4. SALARY

The salary beginning July 1, 2019 is \$«Salary» per year. Any change in salary during the term of this Agreement shall not create a new agreement or extend the term of employment for any period beyond the term of this Agreement.

5. BENEFITS

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

6. EVALUATION

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

7. TERMINATION

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

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

7.3 For an Administrator without faculty tenure, the Agreement may be terminated by the Board for cause at any time in accordance with applicable law and District Policy relating to termination of educational administrators. The Board will serve written notice to the Administrator of the grounds for termination at least thirty (30) days prior to the effective date of the termination. The Administrator may appear before the Board prior to the effective date of termination to respond to the notice. However, the Board's decision shall be binding and final. If the Administrator is terminated for cause during the term of the Agreement, he/she is not entitled to, and shall not receive, salary due on the remainder of the contract term.

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

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

8. **GENERAL TERMS**

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

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

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

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

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

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

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

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

10. **SAVINGS**

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

11. **APPLICABLE LAW: ENTIRE AGREEMENT**

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

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

By: _____
Associate Vice Chancellor, Human Resources

By: _____
Administrator

Dated: _____

Dated: _____

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

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

1. POSITION

The Board employs the Administrator as «Title», a classified position.

2. TERM

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

3. DUTIES AND RESPONSIBILITIES

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

4. SALARY

The salary beginning July 1, 2019 is \$«Salary» per year. Any change in salary during the term of this Agreement shall not create a new agreement or extend the term of employment for any period beyond the term of this Agreement.

5. BENEFITS

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

6. SENIORITY

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

7. EVALUATION

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

8. EXPIRATION OF TERM AND TERMINATION

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

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

8.3 The Agreement may be terminated by the Board for cause at any time in accordance with applicable law and District Policy relating to termination of classified community college administrators. Notice to the Administrator of the grounds for termination shall be provided at least thirty (30) days prior to the effective date of the termination. The Administrator may appear before the Board prior to the effective date of termination to respond to the notice. However, the Board's decision shall be binding and final. If the Administrator is terminated for cause during the term of the Agreement, he/she is not entitled to, and shall not receive, salary due on the remainder of the contract term.

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

9. GENERAL TERMS

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

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

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

By: _____
Associate Vice Chancellor, Human Resources

By: _____
Administrator

Dated: _____

Dated: _____