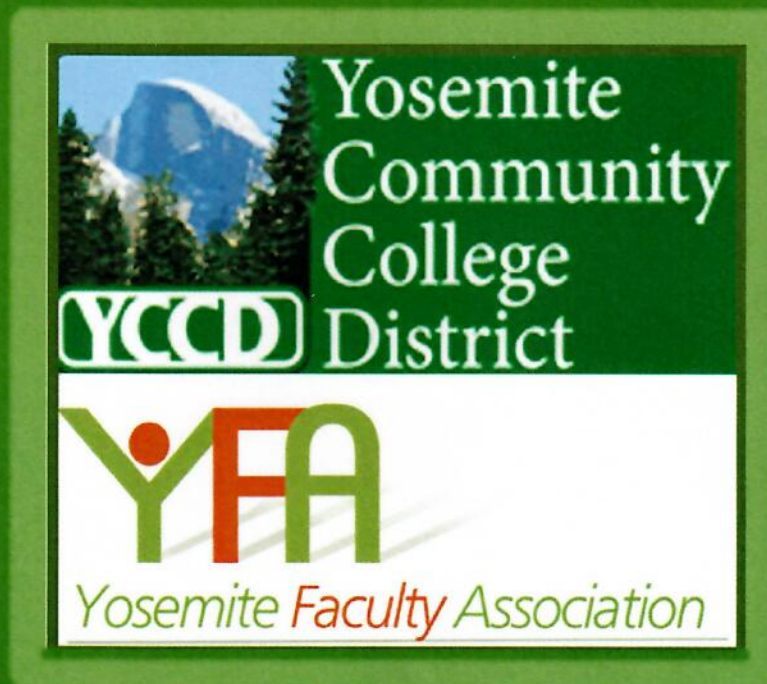


**Collective Bargaining Agreement
Between
the Yosemite Community College District
and the Yosemite Faculty Association**

JULY 1, 2023 – JUNE 30, 2026



Signatures:



President, YFA



Chancellor, YCCD

DEDICATION

Much thanks and appreciation to each member of the Faculty Contract Negotiations Team who helped in crafting the 2023-2026 YCCD/YFA Faculty Contract:

YFA Team

Shelley Akiona Traub (Team Lead)

Dimitri Keriotis

Tom Nomof

Optimism One

Hardev Dhillon

Steve Choi

Craig Johnston

Iris Carroll

Jim Sahlman

Brian Greene

YCCD Team

Randy Erickson (Team Lead)*

Brian Sanders

Patrick Bettencourt

Matthew Phillips

Sarah Schrader

Trevor Stewart

Henry Yong

**Principal Attorney, McDougal Boehmer
Foley Lyon Mitchell & Erickson*

TABLE OF CONTENTS

<u>PRIMARY INTEREST</u>	1
<u>ARTICLE 1: AGREEMENT</u>	1
<u>ARTICLE 2: RECOGNITION</u>	1
Professor Title	1
<u>ARTICLE 3: ACADEMIC CALENDAR AND WORKYEAR</u>	1
Academic Year.....	2
Faculty Work Year	2
Recall to Campus	2
End of Work Year	2
Work Year Flexibility	2
Academic Calendar Development Process	2
<u>ARTICLE 4: WORKLOAD</u>	3
Professional Employee Status and Work Year	3
Faculty Workload and Duties	4
Instructional Faculty Accountable Time (Base Load)	4
Non-Instructional Faculty Workload	7
Faculty Professional Duties	7
Assignments	8
Office Hours.....	8
Limitation of Number of Preparations	9
Annualized Load	9
Underload.....	10
Class Size Balancing.....	11
Overload Classes.....	11
Class Capacity.....	12
Extra Student Stipends and Large Class Accommodations	13
Overview	13
Extra Student Stipends	13
Large Class Multipliers.....	15
Workload for MJC Music, Theatre, and Dance Faculty	16
Ensemble Loads	16
Applied Music Faculty Loads	18
<u>ARTICLE 5: TEACHING ASSIGNMENT FOR FULL-TIME FACULTY</u>	19
Definition: Worksite	19
Primary Work Site Assignment	19
Teaching Assignments	20
Mileage Reimbursement	20
<u>ARTICLE 6: FACULTY EVALUATION</u>	21

District and Faculty Responsibility.....	21
Purposes of Evaluation	21
Procedures for Evaluation.....	21
Criteria for Evaluation	21
Evaluation Committee and Peer Review	22
Sources of Evaluation	22
Training for Evaluation.....	24
Frequency of Evaluation.....	24
Evaluation Report	25
Transmission of Findings.....	26
Grievance Exclusion and Complaint Procedure	26
Findings and Recommendations Leading to Tenure	26
Recourse Under Education Code	27
Evaluation of Administrators.....	27
Confidentiality	27
Part-time Faculty Points.....	28
<u>ARTICLE 7: PART-TIME FACULTY</u>	28
Hiring Procedures	28
Cancellation of Part-time Faculty Assignments	28
Reemployment Preference	28
Process for Reemployment Preference	30
Authorized Breaks in Service	31
Mileage Reimbursement	31
Part-time Office Hours.....	31
Access to Supplies	32
Benefits	32
Retirement Plans	32
State Disability Insurance	32
<u>ARTICLE 8: PERSONNEL FILES</u>	33
Personnel Files	33
<u>ARTICLE 9: SABBATICAL LEAVE</u>	33
Definition	33
Intent	33
Scope and Expectation.....	34
Types of Sabbatical Leaves	34
Academic Study Leave	34
Independent Study Leave.....	34
Professional Growth/Creative Activity	35
Combination of Above.....	35
Number of Leaves and Duration.....	35
Compensation	35
Eligibility	36
Application Process	37

Sabbatical Leave Committee	37
Submission to College President and Vice President(s)	37
One-Year Delay	38
Submission to Chancellor	38
Rejection by Chancellor.....	38
Action by Trustees	38
Announcement of Granted Leaves.....	38
Withdrawal.....	39
Late Sabbatical Leaves	39
Certification of Intent to Return.....	39
Amendments to the Original Proposal.....	39
Extenuating Circumstances.....	39
Non-Completion of Proposal	40
Report of Sabbatical Leave.....	40
Return Assignment.....	41
<u>ARTICLE 10: BANKING LEAVES FOR YCCD FACULTY</u>	42
Guidelines Earning Leave Credit.....	42
Using Leave Credit	42
Other Banking Issues	43
<u>ARTICLE 11: LEAVES OF ABSENCE</u>	43
Sick Leave.....	44
Medical Leave Verification	45
Personal Necessity Leave	46
Bereavement Leave.....	46
Verification	46
Judicial and Official Appearance Leave	47
Jury Duty.....	47
Court Appearance	47
Dismissal Hearings	47
Family Medical Leave	47
Maternity and Parental/Child Bonding Leaves.....	48
Maternity Leave.....	48
Parental/Child Bonding Leaves	48
Military Leave.....	49
Personal Leave	49
Community Service Leave.....	50
Legislative Leave	50
Professional Improvement Leave	50
Professional Leadership Leave	50
Retraining Leave.....	50
<u>ARTICLE 12: SICK LEAVE DONATION PROGRAM</u>	51
Process for Requesting Donation.....	51
Process for Making Donations.....	51

Use of Donations.....	52
<u>ARTICLE 13: TRANSFER AND REASSIGNMENT PROCEDURES</u>	52
Definitions.....	52
Partial Load Assignments	52
Faculty-Initiated Transfer or Full Load Reassignment.....	53
Notification	53
Interview and Selection of Internal District Candidates	53
District-Initiated Transfer or Full Load Reassignment.....	53
District-Initiated Transfer Procedures.....	53
District-Initiated Reassignment Procedures.....	53
<u>ARTICLE 14: COMPENSATION AND FRINGEBENEFITS</u>	54
Salary	54
Part-Time Faculty Salary Parity.....	55
Eleven-Month Contract.....	56
Part-time/Overload Salary Schedule.....	56
Step Increments.....	57
Benefits	57
District-Paid Post-Retirement Medical Benefits For Faculty Hired Before July 1, 2013	59
Definitions.....	59
Options.....	60
Eligibility	60
Duration of Benefit	61
District-Paid Post-Retirement Medical Benefits For Faculty Hired on or After July 1, 2013.....	61
Stipends.....	62
Hourly Pay Models	63
<u>ARTICLE 15: FULL-TIME SALARY PLACEMENT AND ADVANCEMENT</u>	64
Initial Placement on Salary Schedule	64
Experience.....	64
Academic Units.....	65
Step Advancement	66
Column Advancement	66
<u>ARTICLE 16: PART-TIME AND OVERLOAD SALARY PLACEMENT AND ADVANCEMENT</u>	67
Part-time/Overload Salary Schedule Terms, Conditions, and Definitions	67
Initial Placement	67
Step Advancement	67
Column Advancement	68
<u>ARTICLE 17: RETIREE PRO RATA SALARY PROGRAM</u>	68
CalSTRS Participants.....	68

CalPERS Participants.....	69
<u>ARTICLE 18: CATEGORICALLY FUNDED CONTRACTS AND WORKLOAD ...</u>	69
<u>ARTICLE 19: REDUCTION IN FORCE</u>	70
Notification to the Association	70
Formal Process for Reduction in Force	71
Prior to Formal Reduction in Force	72
Voluntary Load Donation Process	73
Layoff Effects	73
<u>ARTICLE 20: FACULTY SERVICE AREAS</u>	74
Eligibility Criteria for Faculty Service Areas Prior to 2012-2013.....	75
Initial Faculty Service Areas.....	75
Assignment to Additional Faculty Service Areas.....	76
Charge of the Faculty Service Area Committee	76
Faculty Service Area Appeals Process	77
<u>ARTICLE 21: RETRAINING OPPORTUNITY</u>	77
Criteria for Retraining.....	77
Conditions for Retraining	77
Retraining Plan.....	78
Right to Return to Program/Area.....	79
<u>ARTICLE 22: SAFETY CONDITIONS AND SECURITY CAMERAS</u>	80
Installation and Monitoring of Security Cameras	80
<u>ARTICLE 23: ASSOCIATION RIGHTS</u>	80
Use of Buildings and Facilities	80
Notices of Activities	81
Intra-District Mail Service	81
Access to District Property	81
Roster of Faculty Members.....	81
Board Agenda	82
Division Representation.....	82
Reassigned Time	82
Reassigned Time.....	82
New Faculty Orientation.....	83
<u>ARTICLE 24: ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS</u> ..	83
<u>ARTICLE 25: GRIEVANCE AND ARBITRATION PROCEDURE</u>	84
General Provisions	84
Association Right to Grieve.....	84
Failure to Meet Time Limits	85
Association Representation.....	85

Released Time.....	85
Confidentiality	85
No Reprisal	86
Grievance Files	86
Group Grievances	86
Grievance Procedure.....	86
Informal Stage.....	86
Formal Stage	86
Level I- Immediate Administrator.....	86
Level II – College President	86
Level III - Chancellor.....	87
Arbitration Procedure.....	88
Selection of Arbitrator	88
Motions to Dismiss	88
Limitations Upon the Arbitrator	89
Arbitrator’s Decision, Board Review	89
Expenses	90
<u>ARTICLE 26: EMPLOYER/EMPLOYEE RELATIONS COMMITTEE</u>	90
Committee Membership.....	90
Meeting Schedule.....	90
Agenda	90
Purpose.....	91
No Intent to Change Agreement	91
Released Time for Unit Representation	91
<u>ARTICLE 27: DISTRICT RIGHTS</u>	91
Power and Authority	91
Limitation.....	91
Emergency	92
Rights Not Waived.....	92
Grievance Limitation	92
<u>ARTICLE 28: SUPPORT OF AGREEMENT</u>	92
<u>ARTICLE 29: COMPLETION OF MEET AND NEGOTIATION</u>	92
Total Agreement	92
Waiver of Right to Meet and Negotiate	92
<u>ARTICLE 30: MISCELLANEOUS</u>	93
Distribution of Agreement	93
Early Retirement Options	93
Development of Pilot Projects	93
<u>ARTICLE 31: TERM, RENEGOTIATION, AND REOPENERS</u>	93
Term.....	93

Renegotiation during the Contract	93
Reopening of Negotiations for the Next Contract.....	94
<u>ARTICLE 32: SAVINGS PROVISION</u>	94
<u>ARTICLE 33: PARKING FEES</u>	94
<u>ARTICLE 34: ACADEMIC FREEDOM, SHARED GOVERNANCE, AND INTELLECTUAL PROPERTY</u>	94
Academic Freedom	94
Professional Autonomy.....	95
Professional Responsibility.....	95
Shared Governance	95
District Council.....	95
College Councils.....	95
Shared Governance Documents.....	96
Intellectual Property.....	96
<u>ARTICLE 35: EMERITUS FACULTY</u>	96
<u>ARTICLE 36: REASSIGNMENT OF ADMINISTRATORS TO FACULTY RANKS</u>	97
Intent	97
Faculty Service Area.....	97
Professional Improvement and Renewal Plan	97
<u>ARTICLE 37: ONLINE EDUCATION</u>	97
Definition	97
Training and Incentives.....	98
Initial Online Assignment and Reviews Incentives	98
Training for Review and Evaluation.....	98
Class Size and Load.....	98
Professional Duties	98
Learning Management Systems (LMS).....	98
Distance Education Coordinator	98
ARTICLE 38: Intentionally Left Blank	
<u>ARTICLE 39: Due Process</u>	99
Scope.....	99
Mutual Respect for a Fair Process	99
Misconduct Investigation Procedures	99
Additional Notice Required Where Member is Placed on Paid Leave.....	101
Investigations Subject to Statutory Deadlines	102
Closure of Investigation.....	103
Statutory Rights to Information and Documents	103

<u>ARTICLE 40: Discipline</u>	104
Statutory Authority	104
Definitions of Progressive Discipline	104
Right of Response	104
Grounds for Discipline.....	104
Disciplinary Action.....	105
Grievability	105
Arbitration.....	105

<u>APPENDIX A-1:</u> FULL-TIME CERTIFICATED SALARY SCHEDULES	106
<u>APPENDIX A-2:</u> CERTIFICATED PART-TIME/OVERLOAD & STIPEND SALARY SCHEDULES.....	109
<u>APPENDIX A-3:</u> COACHING STIPENDS	113
<u>APPENDIX A-4:</u> GUIDELINES FOR PROFESSIONAL IMPROVEMENT REQUESTS.....	114
<u>APPENDIX A-5:</u> REQUEST FOR PROFESSIONAL IMPROVEMENT ACTIVITY	117
<u>APPENDIX B-1:</u> CLASS CAPACITY DETERMINATION FORM	120
<u>APPENDIX B-2:</u> CLASS SIZE CAPACITY:.....	123
COLUMBIA COLLEGE	
MODESTO JUNIOR COLLEGE	
<u>APPENDIX C:</u> FACULTY EVALUATION.....	140
<u>APPENDIX C-1:</u> CRITERIA FOR REGULAR CONTRACT, PROBATIONARY AND TEMPORARY FULL-TIME FACULTY EVALUATIONS ..	140
<u>APPENDIX C-1a:</u> CRITERIA FOR PART-TIME FACULTY EVALUATIONS	142
<u>APPENDIX C-2:</u> STATEMENT OF PROFESSIONAL ETHICS	143
<u>APPENDIX C-3a:</u> TIMELINE FOR EVALUATION – FIRST- AND SECOND- YEAR FACULTY MEMBER	144
<u>APPENDIX C-3b:</u> TIMELINE FOR EVALUATION – THIRD- AND FOURTH- YEAR PROBATIONARY, TENURED, AND TEMPORARY FACULTY	146
<u>APPENDIX C-3c:</u> TIMELINE FOR EVALUATION – PART-TIME FACULTY ...	148
<u>APPENDIX C-3d:</u> TIMELINE FOR EVALUATION OF TEMPORARY CONSORTIUM FACULTY	150
<u>APPENDIX C-4a – C-5l:</u> FACULTY EVALUATION REPORT FORMS:	
<u>C-4a:</u> FACULTY EVALUATION REPORT: TENURED FACULTY	151
<u>C-4b:</u> PRELIMINARY REPORT.....	152
<u>C-4b.1</u> FACULTY EVALUATION REPORT: FIRST-YEAR PROBATIONARY FACULTY.....	153
<u>C-4b.2</u> FACULTY EVALUATION REPORT: SECOND-YEAR PROBATIONARY FACULTY	154

<u>C-4b.3</u>	FACULTY EVALUATION REPORT: THIRD-YEAR PROBATIONARY FACULTY	155
<u>C-4b.4</u>	FACULTY EVALUATION REPORT: FOURTH-YEAR PROBATIONARY FACULTY	156
<u>C-4c</u>	FACULTY EVALUATION REPORT: TEMPORARY FULL-TIME FACULTY	157
<u>C-4d</u>	FACULTY EVALUATION REPORT: PART-TIME FACULTY	158
<u>C-5</u>	INDEX AND INSTRUCTIONS FOR EVALUATION FORMS ...	159
<u>C-5a</u>	VERBAL INSTRUCTIONS FOR STUDENT EVALUATIONS...	162
<u>C-5b</u>	PEER OBSERVATION FORM FOR INSTRUCTIONAL FACULTY	163
<u>C-5c</u>	PEER OBSERVATION FORM FOR COUNSELING FACULTY	165
<u>C-5d</u>	PEER OBSERVATION FORM FOR LIBRARY FACULTY	167
<u>C-5e</u>	PEER OBSERVATION FORM FOR FACULTY TEACHING ONLINE	169
<u>C-5f</u>	PEER OBSERVATION FORM FOR ARTICULATION OFFICER	171
<u>C-5g</u>	PEER OBSERVATION FORM FOR HEALTH SERVICES COORDINATOR FACULTY	173
<u>C-5h</u>	STUDENT EVALUATION FORM FOR INSTRUCTIONAL FACULTY	175
<u>C-5i</u>	STUDENT EVALUATION FORM FOR COUNSELING FACULTY	177
<u>C-5j</u>	STUDENT EVALUATION FORM FOR LIBRARY FACULTY	179
<u>C-5k</u>	STUDENT EVALUATION FORM FOR FACULTY TEACHING ONLINE	181
<u>C-5l</u>	STUDENT EVALUATION FORM FOR HEALTH SERVICES COORDINATOR/COLLEGE NURSE	183
<u>C-5m</u>	PEER REVIEW OF COURSE MATERIALS	185
<u>C-5n</u>	PEER INPUT REGARDING CRITERIA FOR EVALUATION ..	187
<u>C-6</u>	FACULTY SELF EVALUATION PROMPTS	190

<u>APPENDIX D</u>	PART-TIME FACULTY POINT ACCRUAL WORKSHEET	191
--------------------------	--	------------

<u>APPENDIX E</u>	SABBATICAL LEAVE INSTRUCTIONS AND FORMS	192
--------------------------	--	------------

<u>APPENDIX E-1</u>	SABBATICAL LEAVE APPLICATION INSTRUCTIONS	192
----------------------------	--	------------

<u>APPENDIX E-2</u>	SABBATICAL LEAVE APPLICATION COVER SHEET	195
----------------------------	---	------------

<u>APPENDIX E-3</u>	SABBATICAL LEAVE REPORT INSTRUCTIONS	197
----------------------------	---	------------

<u>APPENDIX E-4</u>	SABBATICAL LEAVE REPORT COVER SHEET	199
----------------------------	--	------------

APPENDIX E-5: REQUEST FOR OVERLOAD ASSIGNMENT WHILE ON SABBATICAL LEAVE.....200

APPENDIX F-1: PLEDGE FORM FOR DONATION OF SICK LEAVE.....201

APPENDIX F-2: APPLICATION FORM REQUESTING SICKLEAVE DONATION.....202

APPENDIX G: FACULTY SERVICE AREA AND REDUCTION IN FORCE TIMELINE.....203

APPENDIX H: FACULTY SERVICE AREA APPLICATION.....204

APPENDIX I: DUE PROCESS – EMPLOYEE NOTIFICATION PACKET206

APPENDIX I-1: DUE PROCESS – YFA MEMBERS BENEFITS OF REPRESENTATIONB LETTER207

APPENDIX I-2: DUE PROCESS – ACKNOWLEDGEMENT OF RIGHTS.....208

APPENDIX I-3: DUE PROCESS – NOTIFICATION OF INVESTIGATION209

APPENDIX I-4: DUE PROCESS – SUMMARY – INTERVIEW SUBJECT MATTER.....211

APPENDIX I-5: DUE PROCESS – NOTIFICATION OF PLACMENT ON ADMINISTRATIVE LEAVE.....212

PRIMARY INTEREST: To maintain access and success for students without sacrificing quality, while treating staff fairly and equitably by increasing cost effectiveness and flexibility. We acknowledge the contributions of faculty and recognize the value of commensurate remuneration.

ARTICLE 1: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the Yosemite Community College District ("District") and the Yosemite Faculty Association ("Association").
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code ("Act").

ARTICLE 2: RECOGNITION

- 2.1 The District confirms its recognition of the Association on May 11, 1976, as the exclusive representative for a unit of faculty comprised of the following faculty positions:
Professor
Instructor
Professor/Coordinator
Counselor
Counselor/Coordinator
Librarian
Articulation Officer
Distance Education Coordinator
- 2.2 This unit shall exclude all other employees of the District. The exclusions are substitutes, specialists, consultants, temporary employees hired for less than a semester's duration except for unit members hired on a temporary basis for summer sessions, and those positions identified by the Board of Trustees as Management or Confidential.
- 2.3 **Professor Title**

In the interest of recognizing the academic achievement and excellence of the Yosemite Community College District faculty, both within the College community and throughout the greater community, all full-time faculty who have earned tenure within the Yosemite Community College District shall be designated the title of Professor. Other instructional employees including probationary, contract, and part-time faculty shall be designated the title of Instructor, Counselor, Librarian or Nurse, per job assignment.

ARTICLE 3: ACADEMIC CALENDAR AND WORK YEAR

The "ACADEMIC CALENDAR begins on the first day of July and ends on the last day of June, including holidays, breaks, intersessions, and Summer sessions. [Title 5 §55701]

3.1 **ACADEMIC YEAR**

The academic year defines the total number of days within the District’s primary terms that are available for instruction. This section does not articulate the responsibility days of any individual faculty member but delineates general parameters for the District. (§3.2 *describes the responsibilities of each individual faculty member.*)

The academic year for the District consists of 187 instructional days: 93 in Fall Semester and 94 in Spring Semester, thus meeting the state-required minimum of 175 days under a traditional academic year. The academic calendar is a compressed, flexible calendar consisting of two primary terms, Fall and Spring semesters, each consisting of sixteen weeks and two days of Flex. The four annual Flex days are outside of instructional weeks.

There are six instructional days in each of the first fifteen weeks of the term: Monday through Saturday. The sixteenth week of each semester is designated for final examinations and contains five days of instruction.

[See Administrative Procedure 4010 and Title 5 §55700-55732.]

3.2 **FACULTY WORK YEAR**

This section describes an individual faculty member’s responsibilities within the defined academic year. The compressed calendar requires a minimum of 155 faculty obligation days, which equates to the minimum of 175 responsibility days under a traditional academic year. (*Note 3.1 above*).

3.2.1 **RECALL TO CAMPUS**

3.2.1.1 Returning faculty members may be called to their campus any time within three (3) working days prior to the first day of instruction.

3.2.1.2 All new faculty members shall be called to duty on the same day.

3.2.2 **END OF WORK YEAR**

The work year for an instructional or non-instructional faculty member shall end once the faculty member’s accountable time has been met and final grades are turned in (if applicable).

3.3 **WORK YEAR FLEXIBILITY**

The provisions of 3.2 may be waived by written, mutual agreement between a faculty member and the District, thereby allowing the faculty member to fulfill their accountable time anytime between July 1 and June 30. (See Article 4.6)

3.4 **ACADEMIC CALENDAR DEVELOPMENT PROCESS:**

3.4.1 The **District/YFA Calendar Committee** will consist of:

- 1) Chancellor, or designee
- 2) CC and MJC Presidents, or designee
- 3) YFA President, or designee
- 4) YFA Vice-Presidents from CC and MJC, or designee

3.4.2 Each **College/YFA Calendar Committee** will be co-chaired by one faculty member and one administrator and will consist of:

- 1) Two YFA representatives
- 2) Two Student Services representatives
- 3) Two Instruction Office representatives
- 4) Two classified staff representatives

3.4.3 The academic calendar will be developed following the **three-step process** and timelines outlined below:

Step 1: The District/YFA Calendar Committee will meet within the first two weeks of instruction of the fall term to establish parameters for the subsequent year's academic calendar, including but not limited to:

- Starting and ending dates of the fall and spring terms
- Starting and ending dates for summer or other intersessions*
- Dates for all holidays
- Graduation date(s)

* The District/YFA Calendar Committee will acknowledge and take into account college and faculty recommendations on the establishment of any intersession.

Step 2: Each College/YFA Calendar Committee will then establish, within the parameters set in Step 1, any additional college-specific calendar details such as the specific dates of summer or other short-term sessions. By the end of the second full week in October, each College/YFA Calendar Committee shall send its recommendation back to the District/YFA Calendar Committee.

Step 3: The District/YFA Calendar Committee will meet, if necessary, to resolve any conflict between the two college calendars. The committee will forward its recommendation on the Academic Calendar to the Chancellor by November 1, who will submit the final recommendation to the Board of Trustees at the November board meeting.

ARTICLE 4: WORKLOAD

4.1 PROFESSIONAL EMPLOYEE STATUS AND WORK YEAR

YCCD places faculty on one of three salary schedules based on a non-compressed calendar. These salary schedules are: 175 days, 180 days, and 195 days. [Appendix A] Therefore,

faculty work year obligations are aligned to their respective salary schedule. The standard professional work year for instructional and non-instructional faculty is compressed to 155 days, which equates to 175 duty days under a non-compressed calendar.

Faculty members are categorized in federal and state labor law as professional “exempt” employees, not hourly employees. The amount of time utilized by faculty members in completion of a particular task will vary.

4.2 **FACULTY WORKLOAD AND DUTIES**

Faculty are responsible for meeting their accountable time/base load requirements. In addition to these core duties, faculty also perform professional duties and fulfill FLEX obligations.

Instructional faculty duties include, but are not limited to: a baseload of classroom instruction, office hours, class roster management, teaching preparation, grading and record keeping, and maintaining currency in their discipline.

Non-instructional faculty duties consist of a wide variety of activities that serve and support students. These duties are dependent on the assignment outlined in respective job descriptions. Duties may include, but are not limited to: counseling, information literacy instruction, meeting with and advising students, coordinating programs, and maintaining currency in their field.

Faculty roles may incorporate a combination of instructional and non-instructional duties.

4.2.1 **INSTRUCTIONAL FACULTY ACCOUNTABLE TIME (BASE LOAD)**

- a. Unless otherwise specified in this CBA, the accountable time or base load for each full-time credit instructional faculty member will be 15 equated hours for credit courses.
- b. Equated Hours. Hours of lecture, activity, and laboratory as described in BP/AP 4020, scheduled as either full-term or short-term courses, count toward the 15 equated hours differently.

Lecture Hours: One (1) weekly hour is credited as 6.67% load.
Exceptions are noted in 4.2.1.d.

Laboratory Hours: Credited as 80% of lecture hours. One (1) weekly lab hour = 5.33% load. There may be exceptions as noted in 4.2.1.e.

Activity hours: Credited as 100% of lecture hours. One (1) weekly hour of activity = 6.67% load. Exceptions are noted in 4.2.1.d.

Lecture Example: A typical 3-unit lecture is 3/15 or 20% of a full-time faculty

load. To achieve a 100% load, a faculty member with only lecture courses will teach 15 units (15 weekly hours in a traditional schedule).

Laboratory Example: A typical 1-unit laboratory meets 3 hours per week in a traditional schedule. Applying the 80% laboratory factor, the load is 80% x 3/15 or 16% of a full-time faculty load. A faculty member teaching all laboratory will teach 18.75 weekly hours in a traditional schedule to achieve 100% load.

Activity Example: A typical 1-unit activity course meets 2 hours per week in traditional schedule, equaling 2/15 or 13.33% of a full-time faculty load. A faculty member teaching all activity hours will teach 7.5 units of activity, or 15 weekly hours in a traditional schedule, to achieve 100% faculty load.

The faculty member's total teaching load can be calculated using weekly hours by the formula:

$$Total\ Load = \frac{Comp/CW\ Hours}{12} + \frac{Lec\ Hours}{15} + \frac{Act\ Hours}{15} + \frac{Lab\ Hours}{18.75}$$

- c. Instructional faculty workloads shall be loaded in following the order

Composition/Creative Writing Course → Lecture Course → Activity → Laboratory → Non-Credit English for Life and Work

- d. Exceptions to the standard lecture and activity equated hours are noted below:

Art Studio

3-unit art studio classes consisting of 1.5 units of Lecture and 1.5 units of Laboratory shall count as 33.33% total load.

3-unit art studio classes consisting of 3 units of activity shall count as 33.33% total load.

Composition and Creative Writing

Credited at 125% of lecture hours. One (1) weekly hour of composition or creative writing = 8.34% load.

Composition courses are limited to MJC ENGL 101, 102, 103 and Columbia ENGL 1A, 1B, and 1C. Creative writing courses are limited to MJC ENGL 105, 106, 111 and Columbia ENGL 10, or their equivalent.

Composition/Creative Writing Example: A typical 3-unit composition class meets 3 hours per week in a traditional schedule. Applying the 125% composition factor, the load is 125% x 3/15 or 25% of a full-time faculty load. A faculty member teaching all composition will teach 12 units of

composition, or 12 weekly hours in a traditional schedule, to achieve 100% load.

English for Life and Work (ELW)

Full-time base load shall have a value of 24 instruction hours.

One (1) weekly hour of ELW = 4.17% load.

Work Experience and Independent Study

Workload is prorated based upon 5% load per 8 students, or 0.625% load per student, calculated at census plus any dean-approved students added after census.

e. Exceptions to the standard 80% lab load may include:

1. Mandate or regulation from an external requirement, accreditation standard, etc.
2. Safety considerations, especially in CTE-related courses
3. Pedagogy (e.g., ability to effectively follow the Course Outline of Record (COR), maintain rigor, maintain effective interaction with students, etc.)

f. Reassigned Time

To promote equity in compensation between instructional and non-instructional faculty members for reassignments, if reassigned time results in overload, faculty shall be compensated at their 15-unit, all-lecture, instructional load rate.

Example: A non-instructional faculty member receives a 10% reassignment leading to a 10% overload. The overload is compensated at 27 hours (10% of 270 semester lecture hours) at the instructional rate.

g. Combined Loads

Instructional faculty members who perform non-instructional duties as a percentage of their load shall be accountable for the corresponding percentage of the non-instructional base load. Example: 20% of an instructional load is reassigned to coordinate a program. The workload expectation is 20% of the non-instructional base load. (See 4.2.2)

h. FLEX requirements are included in faculty workload and are equivalent to four (4) seven (7) hour days (28 hours total per academic year). Instructional faculty with overload assignments are accountable for additional FLEX hours associated with each overload course.

4.2.2 NON-INSTRUCTIONAL FACULTY WORKLOAD

Non-instructional faculty primarily include counselors, librarians, coordinators, lab instructors, and articulation officers.

4.2.2.1 Non-Instructional Faculty Accountable Time (Base Load)

Accountable time or base load for non-instructional faculty on the 175-day schedule consists of 32 hours each week of the 32-week academic year.

Counselors' accountable time includes five hours of student counseling preparation, follow-up, advocacy and communication. This time is essential for effective student-centered counseling, is flexible, and may be used for other counseling responsibilities, including but not limited to walk-in appointments during peak times.

FLEX requirements are included in faculty workload and are equivalent to four (4) seven (7) hour days (28 hours total per academic year).

Counselors are on the 180-day salary schedule, which accounts for five (5) additional six (6) hour days, scheduled during periods of high student need outside of instructional weeks (Fall and Spring), scheduled by mutual agreement.

4.2.2.2 Combined Loads

Non-instructional faculty members who instruct courses as part of their base load may count the course hours plus an equal number of preparation, grading, and record keeping hours toward their accountable hours or as overload. Example: A typical 3-unit lecture course with 54 hours in class would count as 108 accountable hours.

Faculty with non-instructional overload assignments do not have additional FLEX time requirements.

4.2.3 FACULTY PROFESSIONAL DUTIES

In addition to faculty base workload, full-time faculty perform a variety of professional duties based on their assignments and professional interests. This may include, but is not limited to, participatory governance at the colleges and District; department/school/division meetings; curriculum and program development; study and review of new and revised discipline-specific guidelines; working with assigned cohorts/schools; participation in outcomes assessment and analysis; program development, review, and promotion; community and student outreach; advisory committee meetings; participate in professional, regional or statewide conferences or contacts with other educational institutions, organizations,

businesses or industry; discipline-related research; and service with local, state and national professional organizations.

4.3 **ASSIGNMENTS**

Assignments shall not be made in an arbitrary, capricious, or discriminatory manner.

- 4.3.1 The parties recognize that there may be variations in an individual faculty member's assigned workload within the reasonable limits of normal workload variation.
- 4.3.2 Any individual faculty member may voluntarily exceed the traditionally accepted ranges, contingent upon Association agreement.
- 4.3.3 Under the compressed calendar, YFA and YCCD agree to a five-day work week, Monday through Friday, for faculty employed as of June 30, 2001 unless mutually agreeable to do otherwise. Faculty hired on or after July 1, 2001, may be assigned any five days between Monday and Saturday and are guaranteed two consecutive days off unless mutually agreeable to do otherwise.
- 4.3.4 Full-time faculty will work a minimum of 20% face-to-face (on campus) during the Fall and the Spring terms of each academic year. Exceptions to this requirement may be granted by the college president, and the faculty member shall provide a written plan to meet professional obligations.
- 4.3.5 With mutual agreement, the immediate administrator may assign faculty members to online courses once they provide evidence of having been trained as delineated in Article 37: Online Education. No faculty member shall be required to teach an online course without formal training.
- 4.3.6 With mutual agreement, the immediate administrator may assign non-instructional faculty duties to be performed remotely.

4.4 **OFFICE HOURS**

- 4.4.1 Office hours provide faculty members additional opportunities to continue to serve students.
- 4.4.2 Office hours may be performed on site and/or virtually from a remote location. Remote office hours must be regularly scheduled and synchronous (e.g. Zoom). Office hours are to be indicated on course syllabi, posted on faculty members' office doors, and posted on the learning management system (LMS), e.g. Canvas course shells.
- 4.4.3 Instructional Faculty members with a 100% teaching load will hold at least five (5) office hours per week at times convenient to students. Faculty with less than 100% teaching load will hold a proportionate number of office hours.

4.5 **LIMITATION OF NUMBER OF PREPARATIONS**

The number of regular course preparations per full-time (100%) faculty load will be limited to four wherever it is feasible and educationally sound. The administrator will make a good faith effort to limit the number of preparations to four with the following conditions:

4.5.1 **A preparation is defined as follows:**

- A. A preparation is a three-unit course or its equivalent.
- B. Same time/same place classes/labs are counted as one (1) prep.
- C. Overlapped classes are considered one (1) preparation unless mutually agreed upon by faculty and administration.
- D. Activity classes are not considered separate preparations.

4.5.2 **Exceeding Four (4) Preparations**

- A. Faculty shall be allowed to voluntarily exceed four (4) preparations. Written consent by the faculty member shall be provided upon request to the immediate administrator.
- B. If there is a need to assign more than four (4) preparations, the administrator must identify in writing to the instructor why there are no other reasonable options. Copies will be sent to the Vice President of Instruction and the YFA President.
- C. An appeal process shall be established at each college. Committee members shall include two faculty appointed by YFA and two administrators appointed by YCCD. If there is no agreement regarding an appeal or appeal process, then the committee shall submit the appeal to the president who shall make the final determination.

4.6 **ANNUALIZED LOAD**

4.6.1 Annualized load may include both instructional and non-instructional assignments. The annualized load will be assigned with the approval of the faculty member, directly responsible administrator and the appropriate Vice President. Each full-time faculty member is required to fulfill a full load within the fiscal year (July 1- June 30). Duties performed in summer, fall, or spring may be counted toward fulfillment of this annual load requirement under a process referred to as annualizing load.

4.6.2 **Procedures**

- 1. Request for annualized load may be initiated by the faculty member or immediate administrator.

2. Faculty member and immediate administrator will:
 - a. Determine total annualized load for the academic year (equivalent to normal load for fall and spring);
 - b. Agree how load is to be distributed over the year (fall, spring, and summer);
 - c. Determine the impact on the program:
 - (1) If a negative impact is anticipated, other staff in the discipline will be consulted
 - (2) Some mitigation of negative impact must be negotiated before approval
3. Proposal for annualized load is submitted for approval to the appropriate Vice President.
 - a. Should the proposal be denied, the Vice President will meet with the faculty member and directly responsible administrator to discuss the proposal and a resolution.
 - b. Annualized load will be monitored by immediate administrator and appropriate Vice President.

4.7 UNDERLOAD

In the event a member's full-time load for the academic year (summer, fall, and spring) is less than 2.0 (100% base load each semester), it shall be adjusted within the same fiscal year in which the underload occurs through one of the following. Any method used to make load for the semester applies only to that semester. The process shall be followed in this order:

1. Add late start or early summer sections (ending prior to June 30), given adequate student demand and available funding;
 2. Use banked leave hours to cover the deficit (See Article 10.2), with mutual agreement from the faculty member;
 3. Completion of other activities which may be assigned by the immediate administrator in consultation with the Vice President. If reassignment activities fall outside of Instructional Faculty Duties (Article 4.2) the assigned activities must be by mutual agreement and with YFA consultation;
 4. Bump part-time faculty load (See Article 7.2.a);
 5. Reassignment according to Article 13.4.2;
 6. Retraining according to Article 21.
- 4.7.1 Bumping part-time faculty loads will occur if it is not feasible to add late start or early summer options, banked leave options are not mutually agreed upon, or it is not feasible to assign a special project to the faculty member.

- 4.7.2 In a timely manner after the start of each fall and spring semester, YFA shall be involved of the methods used to repair underloads of 10% or more for any faculty member. Doing so will keep YFA apprised of potential needs for reassignment or retraining.
- 4.7.3 If underload occurs two or more times in a two-year period, faculty shall discuss opportunities for reassignment, retraining or program viability with the immediate administrator, the appropriate Vice President, and the YFA.

4.8 CLASS SIZE BALANCING

Class size balancing is defined as the mechanism used to support classes that are vulnerable to being cut due to low enrollment and may apply to both full-time and part-time faculty. Class size balancing means that student enrollments above capacity and below 51 students in one section are used to offset student enrollments below the acceptable minimum class size in another.

Example: Class A has 47 enrolled with a capacity of 40. Class B has 16 enrolled and needs 20 to meet college minimum-size guidelines. Four students from Class A may be used to offset the four needed to run Class B.

Class size balancing is primarily used to ensure that a full-time faculty member has a full 100% load for the term, not to maintain a desired overload or total part-time load, when the college's Minimum Class Size Guidelines (Article 4.10.1) do not otherwise support maintaining an under-enrolled class.

The terms of this section are subject to approval of the immediate administrator, Vice President, and President prior to implementation of the steps listed below. Class size balancing may occur according to the following criteria:

1. Class size balancing must occur within the same academic term;
2. Class size balancing is usually within the individual instructor's load. Class size balancing may also occur within a department when productivity targets are met or exceeded;
3. Class size balancing shall be determined prior to the census date, or for a 16-week course within the first week of class;
4. Class size balancing shall occur in consultation with the faculty member's immediate administrator.
5. For purposes of class size balancing, students may only be counted once.

4.9 OVERLOAD CLASSES

No full-time faculty member shall be required to teach an overload. The immediate administrator shall retain the right of assignment and overload shall be assigned in accordance with Article 7. Faculty shall be compensated for all overload worked.

- 4.9.1 Full-Time Faculty members may provide services of up to 67% beyond their regular load in any given semester. No overload assignments shall be reduced or eliminated as a result of arbitrary or capricious actions. Assignments of 168% or above shall be limited to special circumstances as determined by the immediate administrator and shall be approved by the appropriate Vice President. Exceptions to the overload cap shall not be ongoing.
- 4.9.2 Faculty may not be assigned to teach an overload if professional work week obligations are not met.

4.10 **CLASS CAPACITY**

Class capacities will be set in a manner which honors the pedagogy of individual disciplines, promotes a safe classroom environment, complies with external mandates (e.g., Nursing regulations) and encourages fiscal sustainability. This article is designed to establish consistency within and between the colleges regarding class capacities.

4.10.1 **Guidelines for Minimum Enrollment.** Each college shall develop a set of “Guidelines for Minimum Enrollment,” delineating the minimum expected class size based on factors appropriate to the institution. Guidelines will be developed in consultation with the YFA and posted on the college website in an appropriate location.

4.10.2 **Establishing and Modifying Class Capacity:**

4.10.2.1 Current class capacities may be revisited after a course has been offered for at least four semesters, not including summer sessions, or earlier by mutual agreement.

4.10.2.2 When faculty propose a new course, a class capacity must be established prior to the course moving to the Curriculum Committee.

4.10.2.3 To establish or modify a class capacity, an ad hoc Class Capacity Work Group shall be convened consisting of at least one academic dean from the discipline and one other college administrator (Dean or Vice President), two discipline faculty, preferably one from each college if available.

4.10.2.4 The Class Capacity Work Group shall convene and conduct its review on a timely basis and make every attempt to reach consensus. If a majority decision cannot be reached, the YCCD Chancellor and YFA President will meet to break the tie.

4.10.2.5 Class capacity establishment or modification shall be based on criteria as explained below, each of which must be supported and/or justified with appropriate documentation. One criterion is required, but two or more are recommended for justification of establishing or revising class capacity.

Criteria include but are not limited to, the following:

- Comparative research of caps for similar courses at other California community colleges;
- Recommendations or requirements from a professional or academic publication or organization;
- Health and safety considerations;
- Course specific documentation, such as course syllabus, assignment criteria, SLOs, and objectives, and/or
- Other data elements such as retention, fill rate, etc.

4.10.2.6 The results of this process shall be recorded using Appendix B Class Capacity Determination Form, and routed to the Vice Presidents of Instruction of both colleges, the YFA President, and all members of the ad hoc Class Capacity Workgroup. Upon receipt of the form, the Vice President shall authorize staff to record the agreed-upon change in the appropriate college information management system.

4.11 **EXTRA STUDENT STIPENDS AND LARGE CLASS ACCOMMODATIONS**

4.11.1 **Overview**

The provisions below are designed to encourage faculty to participate in a large class format, whenever it is educationally sound. Large classes generate revenue (apportionment) based on the additional students enrolled. District and College-wide, these larger enrollments serve to undergird other essential courses and programs whose enrollments are limited, including capstone, nursing, composition, and technical lab courses. Some of this additional apportionment is returned to the faculty member through Large Class Accommodations.

4.11.2 **Extra Student Stipends**

4.11.2.1 Extra Student Stipends recognize faculty members who voluntarily add students at the beginning of the term where student demand is strong, and, thereby, support other classes where demand is not as strong. The stipend acknowledges their contribution to the collective enrollment management efforts of the college and District.

4.11.2.2 Effective May 1st, 2023, regardless of class capacity, instructional faculty shall receive an Extra Student Stipend of thirty-three percent (33%) of the District's FTES earnings for the 41st through 50th student enrolled at census using the formula:

$$\begin{aligned} & (\# \text{ of extra students above } 40 \text{ up to } 50) \times 33\% \times (\text{lec hrs on COR}) / 525 \times \\ & (\text{Credit FTES rate}) \end{aligned}$$

Example 1: A class has 44 students enrolled at census, with 54 lecture hours (3 units) on its course outline of record. Each student results in $54/525 = 0.1029$ FTES. If the current per-FTES credit rate paid to the District is \$6,000, the faculty member earns:

$$(4 \text{ extra students}) \times 0.33 \times 0.1029 \times \$6,000 = \$814.97$$

Example 2: Two 24-student lec/lab classes are stacked, with 48 students together in lecture. The course outline lists 36 hours of lecture (2 units). Each student results in $36/525 = 0.0686$ FTES. If the District's credit FTES rate is \$5,238, the faculty member earns:

$$(8 \text{ extra students}) \times 0.33 \times 0.0686 \times \$5,238 = \$948.62$$

Example 3: A three-unit lecture class (54 hours on its COR) has 83 students enrolled at census and the instructor used 4 students for class size balancing, resulting in 79 students. Each student results in $54/525 = 0.1029$ FTES. If the current per FTES credit rate paid to the District is \$7000, the faculty member earns:

$$(10 \text{ extra students}) \times 0.33 \times (0.1029) \times \$7000 = \$2,376.00$$

4.11.2.3 Conditions

- a. Student enrollments above capacity and below 51 shall be at the discretion of the instructor, in consultation with their dean or appropriate administrator, to help the college meet its enrollment targets and/or for class size balancing as described in Article 4.8.
- b. Faculty members are required by Title 5, Section 58004, to clear their rolls of all inactive students as of census day. Extra Student Stipends will be calculated and paid within two months of the last payroll of the semester for each term (fall, spring, summer), based on census as adjusted for any corrections and allowing time to process any verified petitions for withdrawal.
- c. In situations where an instructor needs to use enrollments beyond standard capacity for class-size balancing (Article 4.8), the number of students required to meet the minimum enrollment guidelines for the course that requires balancing will be subtracted from census enrollment before calculating the Extra Student Stipend.

- d. Instructors who qualify for the Extra Student Stipend for students 41 through 50 are also entitled to receive the Large Class Multiplier under Article 4.11.3 for students enrolled above 50.

4.11.3 Large Class Multipliers

4.11.3.1 Large class multipliers begin with the 51st student. This includes classes scheduled with an enrollment exceeding 50 students (i.e. a “double, triple or quad”). It also applies to the lecture component of two or more “stacked” lecture/laboratory classes in which the lectures are scheduled concurrently with more than 50 enrolled students but the laboratories meet separately.

Example: If two sections of 30 students each meet separately for laboratory activities but all 60 students meet concurrently for lecture, it is eligible for the Large Class Multiplier.

4.11.3.2 Conditions

All sections with Large Class Multipliers must be scheduled with mutual agreement of the faculty member and the immediate administrator with a capacity in excess of 50 students. Target enrollment capacity will be determined as a component of initial scheduling and refined prior to commencement of the course based on enrollment trends and waitlist demand. The Large Class Multiplier will be established based on this refined target (with mutual agreement of the faculty member and the immediate administrator) and will be final. Actual enrollments as of census will inform refinements to targets in subsequent terms.

Example: A faculty member and their dean agree at the time of scheduling to offer a class with a 1.5 load factor with enrollment of 75 students. As the course start date approaches, a strong waitlist supports increasing the enrollment target to 100 students with a load factor of 2.0, and the dean and faculty member agree to revise the target. The section capacity and faculty member’s load are adjusted by the 2.0 multiplier before the course commences and paid accordingly.

4.11.3.3 Large Class Multiplier Formula

Large Class Multipliers start with the 51st student enrolled and increase by 0.02 per additional student enrolled. The standard load and paid hours for the class shall be multiplied by the formula:

$$\text{Large Class Multiplier} = (\text{Target Enrollment}) \div 50$$

Example One: A target of 62 students is established for a class with a 20% load and three lecture hours (54 hours) on the course outline. Each student results in $54/525 = 0.1029$ FTES. The per FTES rate is \$6,000.

- a. Extra Student Stipend (for students 41 through 50): \$2,036.57.

$$(10 \text{ students}) \times 0.33 \times (0.1029) \times \$6,000 = \$2,036.57.$$

PLUS

- b. Large Class Multiplier = $62 \div 50 = 1.24$

$$\text{Calculated Load} = 20\% \times 1.24 = 24.8\% \text{ load}$$

$$\text{Paid Hours} = 54 \times 1.24 = 66.96 \text{ paid hours}$$

Example Two: A class with a target enrollment of 80 students is established for a class with a 20% load and three lecture hours (54 hours) on its COR. It has 83 students enrolled at census and the instructor used 4 students for class size balancing, resulting in 79 students. Each student results in $54/525 = 0.1029$ FTES. If the current per FTES credit rate paid to the District is \$7000, the faculty member earns:

- a. Extra Student Stipend (Students 41 through 50): \$2,376.00.

$$(10 \text{ students } [\#41-50]) \times 0.33 \times (0.1029) \times \$7,000 = \$2,376.00.$$

PLUS

- b. Large Class Multiplier = $80 \div 50 = 1.6$

$$\text{Calculated Load} = 20\% \times 1.6 = 32\% \text{ load}$$

$$\text{Paid Hours} = 54 \times 1.6 = 86.4 \text{ paid hours}$$

Typical Examples (in addition to Extra Student Stipend):

75 students = 1.5 multiplier.

100 students = 2.0 multiplier

150 students = 3.0 multiplier.

200 students = 4.0 multiplier.

Hourly pay: Paid hours for large part-time and overload classes shall be multiplied by the load factor as calculated above.

4.12 WORKLOAD FOR MJC MUSIC, THEATRE, AND DANCE FACULTY

4.12.1 Ensemble Loads

Coordination of Vocal, String, Band, Theatre, and Dance ensemble courses at Modesto Junior College requires additional duties and time commitments outside of the scheduled course contact hours, for which the faculty member shall be compensated and accountable as a component of evaluation (see Article 6.4.1). Duties include, but are not limited to, the following:

- Prepare for and hold a culminating concert or production for each ensemble, as appropriate to the discipline.
- For Music:
 - Evaluate, inventory, and coordinate repairs for musical instruments assigned to the program area. Check out instruments and keep track of rental forms.
 - Evaluate, inventory and maintain a library of sheet music materials assigned to the program area.
- For Dance and Theatre:
 - Lead regular production team meetings coordinating all technical aspects of productions including artistic direction, set design, costume design, musical/sound production, casting, and promotional materials.
 - Evaluate and develop new program materials (e.g. scripts, musical theatre, choreography), select music, and coordinate licensing with the Dean of the School of Arts, Performance, and the Humanities.
- Annually organize and host at least one large scale outreach workshop, festival, or production that involves local music, theatre, and/or dance students and teachers performing at a local venue, preferably on the MJC campus. Examples include High School Orchestra Day, Stanislaus County Fall Sing, Stanislaus County Music Educators Association Honors Festival, MJC Faculty Recital, Women's Music Festival, High School Outreach Day (theatre), and Jam 'n Jive (dance).
- Respond to college organization and community requests for music, theatre, and dance performances at public programs and ceremonies. Examples include Annual Veteran's Day Parade and Ceremony, MJC Commencement Ceremony, Police Officers' Memorial, MJC Foundation Holiday Event, Live Music at the Polls, High School and College Music Festivals, and Institute Day.
- In consultation with the Dean of the School of Arts, Performance, and the Humanities, coordinate the temporary loan of band, choral and orchestra sheet music; performance equipment such as sound shells, sets, costumes, props; and other educational materials to local K-12 and College music programs.
- Respond to requests from Stanislaus County K-12 music, theatre, and dance instructors for master classes and workshops, and collaborations. Assist instrumental music instructors with instrument set-up and tuning such as the annual instrument petting zoo at La Loma Jr High.

- Coordinate the logistics of stacked courses and community participants in ensembles, as applicable. Examples include stacking multiple levels of theatre or dance courses, stacking noncredit music courses for older adults with credit courses, and incorporating additional performers into productions.

The faculty load and paid contact hours for each ensemble course shall be multiplied by the load factor below, in acknowledgement of the duties above. Ensemble courses are exempt from Article 4.11. Extra Student Stipends and Large Class Accommodations. Only the load factors below shall be applied regardless of total enrollment in an ensemble.

Large Ensemble Multiplier = 2.0
 Medium Ensemble Multiplier = 1.5
 Theatre or Dance Ensemble Multiplier = 1.25
 Small Ensemble Multiplier = 1.0

Ensembles are limited to those listed below. To establish a new ensemble or shift an ensemble between categories, YFA and YCCD shall follow the procedures outlined in Article 4.10-Class Capacity and adjust the table in the subsequent cycle of negotiations.

Type	Course	Lab Units	Standard Load	Effective Load
Large Ensemble	MUSE 161-Community Orchestra	1	16%	32%
	MUSE 171-Concert Band	1	16%	32%
	MUSE 175-Symphonic Band	1	16%	32%
Medium Ensembles	MUSE 145-Guitar Orchestra	1	16%	24%
	MUSE 155-Concert Choir	1	16%	24%
	MUSE 181-Jazz Band	1	16%	24%
Small Ensembles	MUSE 156-Chamber Choir	1	16%	16%
	MUSE 165-String Orchestra	1	16%	16%
Dance Ensembles	DANCE 181-184-Dance Rehearsal and Performance 1-4 (stacked)	2	32%	40%
	DANCE 187-Contemporary Pop Dance Rehearsal and Performance	2	32%	40%
Theatre Ensembles	THETR 133-136-Rehearsal and Performance 1-4 (stacked)	2	32%	40%
	THETR 159-Rehearsal and Performance in Musical Theatre	2	32%	40%

4.12.2 Applied Music Faculty Loads

Faculty load for MJC Applied Music courses is tiered based on total census enrollment taught by an individual instructor as outlined below, (e.g. 6 students in MUSA 153 + 7 students in MUSA 154 = 13 students total for a load of 18%) Applied Music courses are defined as only those approved for C-ID MUS 160: Applied Music, not all courses holding the “MUSA” subject code. In the event that any other course is approved for the C-ID MUS 160, said course will also be loaded as below until such time as the contract is modified to include it in this list.

Applied Music Faculty Load	
# Students at Census	Section Load
1-5	6%
6-10	12%
11-15	18%
Greater than 15	Split into two groups loaded as above

Course Number	Course Title
MUSA 123	Applied Piano
MUSA 145	Applied Classical Guitar
MUSA 153	Applied Vocal Repertoire 1
MUSA 154	Applied Vocal Repertoire 2
MUSA 163	Applied Music (Violin and Viola)
MUSA 164	Applied Music (Cello and Bass)
MUSA 173	Applied Brass and Percussion
MUSA 183	Applied Woodwinds

ARTICLE 5: TEACHING ASSIGNMENT FOR FULL-TIME FACULTY

5.1 DEFINITION: WORK SITE

1. The work sites for Modesto Junior College include, but are not limited to, the following:
 - a. MJC East Campus
 - b. MJC West Campus
 - c. Patterson
 - d. Turlock
 - e. Other locations of classes in the community, such as schools or community centers

2. The work sites for Columbia College include, but are not limited to, the following:
 - a. Columbia College Campus
 - b. Calaveras
 - c. Oakdale
 - d. Other locations of classes in the community, such as schools or community centers

5.2 PRIMARY WORK SITE ASSIGNMENT

1. A faculty member's primary work site will be the location of his or her office. Faculty members with multiple offices will determine, by mutual agreement with the dean, which is to be considered their primary work site.
2. Deans will make every effort to accommodate the preferences of the faculty in assigning offices and, consequently, primary work sites.
3. The change of an office location from one work site to another should be made by mutual agreement between the dean and the faculty member.
4. In cases of deciding who will move from among a group of two or more faculty members, all other things being equal, the work site preferences of the more senior faculty member will be honored.
5. In the event that mutual agreement cannot be reached, the College President shall retain the right to place the faculty member at the location most appropriate to meet the needs of the college.

5.3 **TEACHING ASSIGNMENTS**

1. Faculty members of a given college may be assigned to teach at any work site of that college to meet educational and operational needs.
2. Deans will make every effort to accommodate the preferences of the faculty and to assign classes to them that are at their primary work site.
3. Scheduling for classes at off-campus sites will be done to accommodate the needs of the educational programs and the interests of the faculty member. Deans retain the right of assignment in the event that mutual agreement cannot be reached.
4. The District will provide the faculty members at off-campus sites with appropriate materials, services and technologies to meet the needs of the faculty and students.
5. Faculty will not be placed at more than two sites per academic semester. All assignments will attempt to place faculty at sites that do not require travel between sites on a daily basis (e.g. MW at one site, and TTh at a different site).

5.4 **MILEAGE REIMBURSEMENT**

1. It is incumbent upon the faculty member to bear all costs of travel to and from the primary work site. Any secondary assignment to a site more than ten (10) miles from the primary work site will result in the District paying mileage according to the most recent values provided by the Internal Revenue Service. Mileage will also be paid by the District when a faculty member's primary work site is *temporarily* moved to an off-campus site (e.g. a faculty member is temporarily assigned to spend a year teaching a full load in Patterson).

2. The faculty member will receive either the mileage from the primary work site to the off-campus site or from his or her place of residence to the off-campus site, whichever is less. In this way, the faculty member is reimbursed for *additional* mileage that results from the secondary teaching assignment. Mileage will be determined according to the most direct route provided by an online map service.
3. Assignments will not be made in an arbitrary, capricious, or discriminatory manner.

ARTICLE 6: FACULTY EVALUATION

6.1 DISTRICT AND FACULTY RESPONSIBILITY

- 6.1.1 The District, which may be represented by the appropriate administrator, retains responsibility for the evaluation and assessment of performance of each faculty member. Such responsibility shall be exercised in a manner consistent with the following guidelines for tenured (regular), contract (probationary), temporary, and part-time faculty. The term, “faculty,” will refer to all of these categories. (See Appendix C for applicable forms and timelines).
- 6.1.2 In some circumstances a faculty member may be supervised by more than one administrator. While both administrators participate in the process, the District shall designate one of the administrators as the primary who shall be responsible for ensuring that the steps in the evaluation process are followed.
- 6.1.3 Faculty members who are being evaluated are responsible for reading Article 6 and Appendix C of this contract to understand elements of the evaluation.

6.2 PURPOSES OF EVALUATION

The purposes of evaluation are to:

1. Document and acknowledge the quality of performance;
2. Enhance performance;
3. Identify areas in need of improvement;
4. Assist in achieving needed improvement.

6.3 PROCEDURES FOR EVALUATION

Evaluation procedures are governed by Education Code, District policy, and this contract. The evaluation article and appendices are available for faculty on the YCCD website.

6.4 CRITERIA FOR EVALUATION

The primary criteria for evaluation of faculty shall be the quality of performance of applicable responsibilities as outlined in Article 4.2, and criteria as outlined in Appendix C-1 and C-2.

- 6.4.1 Flexibility will be accommodated by allowing the addition and/or modification of criteria for a particular area if those criteria are developed jointly by the evaluatee and administrators and approved by YFA and YCCD. Agreement on additional criteria for faculty must be reached by the date indicated in the timeline (see Appendix C-3a-b)
- 6.4.2 Faculty shall be notified prior to the evaluation of the applicable provisions and criteria for evaluation. The notice shall include appropriate timeline information as described in Appendix C.
- 6.4.3 The evaluatee, peer evaluators, and immediate administrator shall confer on the process to meet the deadlines set forth in Appendix C. The administrator can proceed with completion of the evaluation report if materials and/or reports are not submitted in a timely manner.

6.5 EVALUATION COMMITTEE AND PEER REVIEW

- 6.5.1 At a minimum, the Evaluation Committee shall consist of:
 - the immediate administrator and two full-time tenured faculty peers, one selected by the administration and one selected by the faculty member being evaluated (for full-time faculty).
 - the immediate administrator and one mutually-agreed-upon full-time faculty peer (for part-time faculty).

Exceptions to the structure of the evaluation committee shall occur only by mutual agreement between the YFA and YCCD.

- 6.5.2 If an evaluatee is teaching courses at two separate colleges or Divisions within the District, the immediate administrator may select a peer evaluator from either college or Division.

6.6 SOURCES OF EVALUATION

The sources of evaluation shall include:

- 6.6.1 Performance observation. The Evaluation Committee may conduct performance observations and review course materials, clinical responsibilities, and/or other activities of the evaluatee. Performance observations may be face-to-face or online and recorded on the appropriate observation forms (see Appendix C-5). For full-time faculty, the immediate administrator and at least one of the peer evaluators shall make a performance observation. For part-time faculty, at least one performance observation shall be conducted. For faculty teaching both Distance Education and non-Distance Education classes, observations shall occur in both modalities. When evaluating Distance Education classes, evaluation team members shall be provided a level of access necessary to complete the peer observation form.

- 6.6.2 Student surveys. Student surveys shall be administered between the 40% and 75% completion point of the respective course (For student evaluations use forms in Appendix C-5).

Instructions to students are to be provided to the students verbatim as set forth in Appendix C-5a.

- 6.6.3 Self-evaluation. The self-evaluation is submitted by the evaluatee and reviewed by the immediate administrator. A self-evaluation is required for full-time faculty and encouraged, but not required, for part-time faculty. This evaluation should include, if applicable, but is not limited to, the following activities and job duties (see Appendix C-6):

- a. goals and objectives for the next evaluation period;
- b. an analysis of previous objectives met or unmet;
- c. exemplar of course materials (e.g., syllabi, graded papers, quizzes, tests, handouts)
- d. professional improvement activities (tenured faculty);
- e. curriculum created and/or revised;
- f. participation in program and subject area improvement tasks;
- g. institutional activities, such as college committee work, participatory governance, student outreach and orientations;
- h. other professional activities, such as scholarly publications or presentations; community participation; regional/state/national/international professional organization participation.

- 6.6.4 Review of course materials. The Evaluation Committee may request a sample of course materials (e.g., syllabi, graded papers, quizzes, tests, and handouts) used by the faculty member being evaluated. The Evaluation Committee may also review clinical work and/or other activities specific for that faculty job description.

- 6.6.5 All peer evaluators will submit their findings in writing to the immediate administrator. The Evaluation Committee will confer in order to summarize findings.

- 6.6.6 Written summary. The written report will summarize the following materials for the faculty evaluation, as applicable:

- a. observation and peer reports;
- b. student evaluations;
- c. self-evaluation;
- d. professional obligations including participation in program and subject area improvement tasks;
- e. regularity in meeting deadlines (e.g., in submission of syllabi, of final grades, census certification of roll books, positive daily attendance rosters, FLEX responsibilities);
- f. adherence to state and federal regulations applicable to area of assignment.

- 6.6.7 The Evaluation Committee will share the findings with the evaluatee in a meeting with all available members whenever possible.

6.7 TRAINING FOR EVALUATION

Administrators and faculty involved in the evaluation process shall be trained in the use of faculty evaluation procedures as jointly developed by the Yosemite Faculty Association and the Yosemite Community College District. An online evaluation training module shall be jointly developed by the YFA and the YCCD with the inclusion of the Distance Education Coordinator(s).

6.8 FREQUENCY OF EVALUATION

An evaluation of performance shall take place, at a minimum, with the following frequency:

- 6.8.1 Tenured (Regular) faculty - once every three academic years. Evaluation of tenured faculty shall take place during the spring semester. Evaluation may take place during fall semester with mutual agreement.
- 6.8.2 Contract (Probationary) faculty starting in a fall semester—each academic year consistent with timelines set forth in Appendix C-3a and C-3b.
- Year one – fall (part 1) and spring (part 2)
 - Year two – fall (part 1) and spring (part 2)
 - Year three – fall (and spring if other than satisfactory finding received)
 - Year four - fall
- 6.8.3 Contract (Probationary) faculty starting in a spring semester—each calendar year consistent with timelines set forth in Appendix C-3a and C-3b.
- Year one – spring (part 1) and fall (part 2)
 - Year two – spring (part 1) and fall (part 2)
 - Year three – spring (and fall if other than satisfactory finding received)
 - Year four – spring
- 6.8.4 One-Year Temporary faculty shall be evaluated following the first-year probationary timeline. One-year temporary faculty who are employed the following year on a tenure-track contract shall be evaluated as a second-year probationary employee. The evaluation completed during the temporary year becomes the first-year tenure-track evaluation.
- 6.8.5 One Semester Temporary faculty shall be evaluated during the semester worked. The evaluation completed during the temporary semester does not give credit towards tenure.
- 6.8.6 Part-time faculty shall be evaluated in the first term of employment, (regardless of fall, spring or summer) and at least once every three years thereafter.

6.9 EVALUATION REPORT

Completion of the evaluation report, reflecting the results of the evaluation process, is the responsibility of the immediate administrator.

- 6.9.1 Timelines for the preparation and submission of evaluation reports for faculty are established in Appendix C-3a and b. The evaluatee and committee members shall submit their required components according to these timelines. Preparation and completion of the report within the established timelines is the responsibility of the immediate administrator. The immediate administrator will note components not received from either committee members or the evaluatee.
- 6.9.2 The immediate administrator will write a narrative summarizing and explaining the findings. The narrative must reference the evaluation sources (peer evaluation, student surveys, and self-evaluation as required for full-time faculty and if submitted by part-time faculty, as well as administrative input). The narrative must also address the criteria for evaluation in Article 6.4. All supporting documentation, including peer reports, results of student surveys, and the self-evaluation, are to be attached to this report. The immediate administrator may attach other relevant and substantiated information or documents related to the evaluation criteria with the consent of the faculty member.
- 6.9.3 In the evaluation narrative, the immediate administrator should make formal recognition of areas of the faculty member's exemplary performance.
- 6.9.4 In the case of a finding other than "satisfactory," the YFA shall be notified and the evaluatee and the immediate administrator shall develop a professional improvement plan. The evaluatee shall be notified by their immediate supervisor that they may request YFA assistance.
- 6.9.5 A finding of "satisfactory with recommendations for improvement" of a tenured faculty member will not trigger an additional evaluation cycle; however, the immediate administrator will follow up to assess the recommended improvement in a written report to be attached to the original evaluation, provided this occurs within one year from the date of the evaluation.
- 6.9.6 In the case of a finding of "unsatisfactory," a second evaluation shall occur which includes a report on any progress made in remedying noted deficiencies.
- 6.9.7. Whenever a full-time faculty member's (regular or probationary) evaluation results in an "unsatisfactory" finding, the Evaluation Committee shall be expanded to include one additional faculty member who is mutually acceptable to the faculty member and the District.
 - 6.9.7.1 The additional faculty member shall be chosen in consultation between the evaluatee and the immediate administrator.

6.9.7.2 If there is no agreement regarding the additional faculty member on the Evaluation/Tenure Review Committee, the Employer Employee Relations Committee shall appoint the faculty member.

6.10 TRANSMISSION OF FINDINGS

Upon completion of a written report, and prior to the time that report is placed in the faculty member's personnel file, the faculty member shall be provided the opportunity to meet with either the Evaluation Committee or the immediate administrator to discuss the evaluation. The faculty member is entitled to YFA representation at this meeting.

6.10.1 The faculty member shall be provided a copy of the written report at least three working days prior to the meeting. The evaluatee may request a rescheduling of the meeting if the three-day notice is not provided.

6.10.2 The immediate administrator and the faculty member shall both sign the written report as an indication that the meeting took place. Peers serving on the evaluation committee shall also sign the written report indicating that they have read the final report. The faculty member and peer evaluators may sign "under protest."

6.10.3 The evaluatee may respond to the summary report at any time which may include any attachments that they deem appropriate.

6.11 GRIEVANCE EXCLUSION AND COMPLAINT PROCEDURE

The opinions and decisions reflected in the evaluation report shall not be subject to Article 25: Grievance and Arbitration Procedure of this Agreement. However, allegations that the Evaluation Committee violated the evaluation process is subject to the Grievance Procedure.

Challenges to a decision to deny tenure or a decision not to reappoint a probationary employee will be procedurally addressed as grievances as set out in Education Code section 87610.1.

6.12 FINDINGS AND RECOMMENDATIONS LEADING TO TENURE (APPLIES ONLY TO CONTRACT (PROBATIONARY) FACULTY)

Tenure shall be acquired consistent with the provisions of California Education Codes 87600-87610.1.

6.12.1 For contract (probationary) faculty, the designated Evaluation Committee also shall serve as that faculty member's Tenure Review Committee.

6.12.2 As part of the evaluation process of contract (probationary) faculty, the Evaluation/Tenure Review Committee each year shall make one of the applicable recommendations. (See Appendix C-4b.1-C4b.4)

- 6.12.3.1 Evaluation during First Year of probationary employment (Appendix C4b.1)
 - a. Enter into a contract for the following academic year.
 - b. Not enter into a contract for the following academic year.
- 6.12.3.2 Evaluation during Second Year of probationary employment (Appendix C4b.2)
 - a. Enter into a successive one-year contract for the following two academic years.
 - b. Not enter into a contract employ for the following academic year.
- 6.12.3.3 Evaluation during Third Year of probationary employment (Appendix C4b.3)
(A full evaluation takes place, but no recommendation is made.)
- 6.12.3.4 Evaluation during Fourth Year of probationary employment (Appendix C4b.4)
 - a. Employ the probationary (contract) employee as a tenured (regular) employee for all subsequent academic years.
 - b. Not employ the probationary employee as a tenured employee.

6.13 **RECOURSE UNDER EDUCATION CODE**

For evidentiary purposes, evaluations may be related to disciplinary/discharge proceedings. Procedures for faculty investigations, discipline and due process are set forth separately in Articles 39 and 40.

The District may not use complaints or allegations of wrongdoings for inclusion in an evaluation proceeding unless substantiated under Articles 39 and 40.

Nothing in this Agreement shall in any way preclude a faculty member's right to legal appeal of disciplinary action through appropriate Education Code provisions.

6.14 **EVALUATION OF ADMINISTRATORS**

The District maintains a commitment to ensuring that faculty have an opportunity to participate in the evaluation process of their immediate administrator. Details of faculty participation in the evaluation of administrators are found in the Leadership Team Handbook.

6.15 **CONFIDENTIALITY**

Peer and administrative evaluators shall not disclose personal or confidential information from the evaluation process.

6.16 PART-TIME FACULTY POINTS

Part-time (Part-time) faculty shall not lose nor accrue points for a rating of satisfactory with recommendation for improvement. See 7.3.2.e.

ARTICLE 7: PART-TIME FACULTY

7.1 HIRING PROCEDURES

7.1.1 The instructional units/subject areas will determine what additional positions are needed for the part-time faculty in the next academic term. Available positions shall be posted on the District website and the CCC Registry.

7.1.2 The hiring of part-time faculty shall follow the procedures set-forth in the “Faculty Hiring Guidelines” posted on the District’s Human Resource webpage.

7.2 CANCELLATION OF PART-TIME FACULTY ASSIGNMENTS

- a. An assignment to a part-time faculty member may be canceled or changed due to insufficient enrollment, scheduling of regular full-time faculty load, or changes in the instructional program.
- b. If the assignment is canceled less than one week prior to the beginning of the class, the part-time faculty member shall be paid for one class meeting up to a maximum of three hours at their hourly rate.

7.3 REEMPLOYMENT PREFERENCE

7.3.1 For the purposes of this article, part-time faculty term load is considered to fall within one of three ranges.

1. Less than 34% load
2. Between 34% and 50% load, inclusive
3. Greater than 50% load.

Reemployment preference represents a rehire right or a right to first refusal to a typical assignment. A part-time faculty member’s typical assignment is characterized by the pattern established over the previous two-year period of time with total load falling within one of the three ranges above. The District will make an effort to provide continuing comparable assignment, within the ranges noted above, to part-time faculty members with reemployment preference.

In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any

point, irrespective of the status, length of service, or reemployment preference of that part-time faculty member.

7.3.2 The minimum standards for the terms of reemployment preference for part-time faculty assignments shall include all of the following:

- a. The length of time part-time faculty have served in the Yosemite Community College District;
- b. The number of courses part-time faculty have taught in the Yosemite Community College District;
- c. The evaluations of part-time faculty;
- d. The availability, willingness, and expertise of part-time faculty to teach specific classes or take on specific assignments that are necessary for student instruction or services.
- e. Part-time faculty members will be ranked among other part-time faculty within their department(s) using the Part-time Faculty Point Accrual Worksheet provided in Appendix D.
 1. Part-time faculty members shall continue to accrue points within their department(s) based upon all criteria listed in the Part-time Point Accrual Worksheet, provided that they maintain “satisfactory” performance evaluations as defined in Article 6 and Appendix C.
 2. Part-time faculty members who receive evaluations of “satisfactory with recommendations” shall not accrue additional points until a follow-up evaluation has been improved to “satisfactory.” Upon improvement to “satisfactory” in the follow-up evaluation, these part-time faculty members will resume accumulation of points. There is no make-up of points.
 3. Part-time faculty members shall not accrue additional points during semesters that contain any of the following:
 - a. Failure to submit grades for a class in accordance with college deadlines;
 - b. Failure to submit census roster or positive daily attendance rosters by the prescribed deadlines;
 - c. Failure to properly notify the division or instruction office regarding absences from class, lab, or assigned staffing hours;
 - d. Persistent, unresolved, and documented student complaints alleging violations of California Education Code 87732;

- e. A District finding that the part-time faculty member has violated a specific section of California Education Code 87732;
 - f. Failure to complete and record Flex activity by the established deadlines.
4. Part-time faculty members who receive evaluations of “unsatisfactory” shall not be reemployed within the Yosemite Community College District.

7.3.3 Process for reemployment preference:

- a. Each part-time faculty member shall be allotted points within each department of service using the Part-time Faculty Point Accrual Worksheet provided in Appendix D. Points for cross-listed courses are accrued in only the primary discipline.
- b. Points are earned per term (Summer, Fall, Spring) based on term load since Fall 2004. The point-system shall allocate:
 - i. One (1) point for load less than 34%;
 - ii. Two (2) points for load between 34% and 50%, inclusive;
 - iii. Three (3) points for load greater than 50%.
- c. Reemployment preference for part-time faculty members hired after Fall 2017 is granted upon receipt of his or her second satisfactory evaluation, commencing with the points earned to that point, and effective with the beginning of the subsequent schedule development timeline.
- d. Retiring full-time faculty may submit applications to teach as part-time faculty within their faculty service areas.
- e. Retired faculty may begin teaching as part-time faculty in compliance with STRS regulations and within the appropriate faculty service areas. Retired faculty teaching as part-time instructors shall be placed at the 67th percentile and their awarded points shall be the average of the part-time faculty member above and below the 67th percentile. Additional points shall be accrued using the same criteria for other part-time faculty. The right to return as a part-time instructor and claim a position at the 67th percentile shall expire if not exercised within three years of retirement and successful rehire.
- f. Part-time faculty (including retired faculty) who teach in more than one discipline shall have separate part-time point accrual worksheets completed for them. Accrued points shall not cross-over into other disciplines (e.g., a part-time faculty member may have a high number of points in one discipline, but a low number of points in their second discipline).

- g. A part-time faculty reemployment preference report shall be generated by the District on July 1st of each year and be followed for reemployment preference until June 30th of the following year. The report shall be made available to all part-time faculty by the District Office and by the Yosemite Faculty Association website.
- h. All part-time faculty reemployment, including retired faculty serving as part-time instructors, shall occur after full-time faculty baseloads have been assigned and set as stated in Article 4.3. Full-time faculty baseloads will not be altered to accommodate part-time faculty scheduling availability unless by mutual agreement of the full-time faculty member and the immediate administrator.

7.3.4 Authorized Breaks in Service

- a. Part-time faculty may be granted up to one year of leave within a six-year period without loss of accrued points. The break in service may be either partial (reduced load) or full (no load).
- b. Additional leave requests may be authorized by the immediate administrator. A request for such authorization must be submitted in writing by the part-time faculty member and approved in writing by the immediate administrator. Such leaves may be due to maternity, sick leave, baby bonding, or other leave protected under the Family Medical Leave Act.
- c. In the event that an assignment is not available from the District, the part-time faculty member shall retain his or her accrued points.
- d. Any break in service of three years or more results in an automatic termination and loss of all accrued points and attendant reemployment preference.

7.4 MILEAGE REIMBURSEMENT

It is incumbent upon the part-time faculty member to bear all costs of travel to and from the work site on any given day. In the event that the District assigns a second work site on the same day at a location more than 10 miles away, the District will pay mileage from the first location to the second location according to the most recent values provided by the Internal Revenue Service.

7.5 PART TIME OFFICE HOURS

7.5.1 Part-Time Office Hours will be compensated at \$30 per hour. Part-Time Faculty shall provide 10 minutes of office time for each unit of lecture/lab taught. For every unit taught, there will be 10 minutes of compensated office time, per week.

- a. For example, if a part-time faculty member teaches a 54-hour (3 unit) class s/he will be compensated for 30 minutes of office time per week (3 units x 10 minutes) or 8 hours per semester (30 minutes per week x 16 weeks = 8 hours of compensated time per semester).

- 7.5.2 Part-time counselors earn 3.63 minutes for each hour worked, with a maximum of 100 minutes of office hours per week and 1600 minutes per semester.
- a. For example, if a part-time counselor works 22 hours/week, s/he will be compensated for 80 minutes (22 X 3.63)/week.
- 7.5.3 Office hours for part-time counselors who teach and counsel are determined by a combination of the instructional and counseling equations.
- a. Part-time faculty can teach up to 10 (equated) units per term, unless otherwise specified in this contract. Therefore, the maximum office hours per week will be 1 hour and 40 minutes (100 minutes per week x 16 week = 1600 minutes or 26 hours and 40 minutes of compensated time per semester)

7.6 ACCESS TO SUPPLIES

All part-time faculty members shall have full access to supplies, instructional materials, and duplicating services for use in YCCD-related activities only.

7.7 BENEFITS

The opportunity to purchase benefits shall be offered to all part-time faculty members in accordance with the Affordable Care Act.

7.8 RETIREMENT PLANS

- 7.8.1 **CalSTRS:** A part-time faculty member who performs creditable service (as defined in California Education Code 2119.5), and who is excluded from mandatory membership pursuant to California Education Codes Sections 22601.5, 22602, or 22604, may elect membership in the California State Teachers' Retirement System (CalSTRS) Defined Benefit Program at any time while employed to perform creditable service. If the faculty member elects membership, then their election becomes irrevocable until employment is terminated. New part-time faculty have thirty days in which to choose a retirement plan.
- 7.8.2 **APPLE Program:** If the part-time faculty member declines enrollment in CalSTRS, s/he will automatically be enrolled in the Accumulation Program for Part-Time and Limited-service Employees (APPLE) Program.
- 7.8.3 For more information on retirement plans available, part-time faculty are encouraged to refer to the "Packet for Newly Hired Part-time Faculty" or call the Yosemite Community College District Human Resources Office.

7.9 STATE DISABILITY INSURANCE (SDI)

- 7.9.1 **State Disability Insurance (SDI):** The SDI program shall be funded entirely through part-time faculty contributions with no financial impact on the District (other than the administrative cost of establishing payroll deduction). In the event that a change occurs in the SDI funding model, the Yosemite Faculty Association and the District agree to reopen negotiations on the program.

ARTICLE 8: PERSONNEL FILES

8.1 PERSONNEL FILES

A faculty member shall be permitted to review, upon reasonable notice, their personnel file, in accordance with Education Code Section 87031, and to be accompanied by a YFA representative if desired.

- 8.1.1 Information of a derogatory nature shall not be entered or filed in the faculty member's personnel file until such faculty member is given written notice of such material. Following such notice, the faculty member shall have ten (10) working days to review and have attached thereon the faculty member's comments relative to such derogatory material.
- 8.1.2 Evidence of professional achievement or special service to the college, District, community or profession may be entered in a personnel file by the faculty member or the District.
- 8.1.3 The content of material in personnel files shall not be subject to Article 19: Grievance and Arbitration Procedure of this Agreement, unless it evidences procedural violations.
- 8.1.4 The content of material in personnel files shall be subject to the Academic Due Process and Complaint Procedure of each college as such may exist.

ARTICLE 9: SABBATICAL LEAVE

9.1 DEFINITION

“SABBATICAL LEAVE” means a Board of Trustees authorized release of a full-time, regular faculty member from normal faculty duties in order to improve the faculty member’s individual effectiveness in accordance with the mission statement of the faculty member’s college. The sabbatical leave, upon approval by the Board of Trustees, is considered an official college requirement. (See Appendix E)

9.2 INTENT

Sabbatical leave is a privilege, not an earned right, accorded to qualified members of the faculty by the Board of Trustees for the purpose of professional improvement. The ultimate objective of the sabbatical leave is a contribution to the students, to the college, to the District, and to the faculty member's professional qualifications. The sabbatical project should reflect and contribute to the District goal “to employ faculty who bring to their

department, division, and campus breadth and depth of knowledge, pedagogical effectiveness and life experiences that will enrich their disciplines and stimulate learning.” (Criteria for Faculty Evaluation – Appendix C-1)

When practical, faculty members are encouraged to engage in their sabbatical projects away from the local area where they may confront materials and points of view not readily available in this immediate area.

Because the intent of a sabbatical is to provide for professional renewal and growth, faculty members are strongly discouraged from participating in District activities for the duration of the sabbatical leave, except in the case of Option C (see Article 9.5.1).

9.3 **SCOPE AND EXPECTATION**

A sabbatical leave should incorporate the equivalent of nine (9) units of academic study per semester with time for professional study, learning, and renewal for the faculty member. The quality of the application, the sabbatical project itself, and the final report should represent a standard of scholarship appropriate to the applicant’s status as a tenured professor at the college.

Because the sabbatical leave represents a significant portion of a faculty member’s load during a given evaluation cycle, the sabbatical and its report will be reflected in the next faculty evaluation.

9.4 **TYPES OF SABBATICAL LEAVES**

The professional improvement resulting from a sabbatical leave normally will be obtained through academic study, independent study, professional growth/creative activity, or some combination of these as delineated below. (See Appendix E-1: Sabbatical Leave Application Instructions for more extensive descriptions of each type of leave and instructions for combining types of leave.)

A. Academic Study Leave

An Academic Study Leave is one during which the faculty member pursues a minimum of nine (9) units each semester, or the equivalent, from an accredited institution of higher education.

B. Independent Study Leave

An Independent Study Leave includes projects, or a combination of projects, that can be described as individually designed work directly related to the present or prospective field of responsibility of the sabbatical leave applicant. The program must be at least equivalent in effort and content to the required units as described above. A complete plan for such project(s) must be approved and filed with the original application for leave.

C. Professional Growth/Creative Activity

A Professional Growth/Creative Activity Leave includes any combination of experiences that deepen the professional expertise of the applicant, usually by work in a related field. It can be any experience which would cause professional growth in the employee's specialty or techniques of teaching.

D. Combination of Above

Types of sabbatical leaves may be combined.

9.5 NUMBER OF LEAVES AND DURATION

Modesto Junior College faculty may be granted the equivalent of seven (7) full-time sabbatical leaves during each academic year. Columbia College faculty may be granted one and one half (1.5) full-time equivalent sabbatical leaves during each academic year.

9.5.1 Three leave options are available:

Option A: A full-year sabbatical leave (Fall and Spring)

Option B: A one-semester sabbatical leave (Fall or Spring)

Option C: A “working sabbatical” – a one-semester sabbatical leave taken over two semesters (Fall and Spring)

9.5.2 Any portion of the faculty allocation for one college which is unused may be used by the other college contingent upon agreement by both College Presidents.

9.5.3 An unused slot may be used for a “retraining” sabbatical recommended to the committee by the college president, with the consent of the participating faculty member.

9.5.4 Any leave not granted by a college may be added to its allocation for the subsequent year.

9.6 COMPENSATION

The faculty member's salary will be paid at 100% of the regular semester or annual salary during the course of the sabbatical, as applicable.

9.6.1 **Continuation of Benefits:** The District shall continue health and welfare fringe benefit contributions, and the faculty member will earn step and column increases per usual Human Resources procedures. At the faculty member's direction, the District shall provide retirement system contributions as though the faculty member were in full-pay status.

9.6.2 **Additional Earnings:** While on sabbatical leave, a faculty member shall not receive combined compensation in excess of their regular contract salary, plus such

reasonable and necessary expenses caused by the sabbatical leave activity as tuition, books and supplies, fees, travel costs, and additional living expenses.

Faculty members may request an overload assignment while on sabbatical. A form is provided (see Appendix E-5) to supply a rationale for the request, which must be approved by the immediate administrator, vice president, and college president. Faculty members on a “working sabbatical” do not need to complete this request form.

The District and the Association recognize that faculty members often serve as authors, consultants, artists, and other independent roles in addition to their role in the District. This section shall not restrict a faculty member from earning additional compensation from activities participated in during the term of the sabbatical leave that are unrelated to the stated purpose of the sabbatical leave.

Income derived from leave-related activities after the term of the sabbatical leave shall not be restricted by the application of this section. (See District Procedures 3710 – Securing of Copyright, 3715 – Intellectual Property, and Article 34.4)

9.7 ELIGIBILITY

Status: Only a tenured faculty member is eligible for sabbatical leave. Tenured faculty members on less than full-time contract (in excess of 60% assignment) are eligible for sabbatical leave based on their average contract during the previous six (6) years.

Eligibility for First Sabbatical: A faculty member shall not be eligible for a sabbatical leave until six (6) full years of bargaining unit service have been completed.

Eligibility for Subsequent Sabbaticals: Years of service toward the next sabbatical begin upon the completion of the previous sabbatical, except in the following two cases:

1. If the college president delayed the granting of the previous sabbatical leave, service years are counted from the time when the previous sabbatical leave would have ended had it not been delayed. (See Article 9.11)
2. If the previous sabbatical leave report was not submitted by the due date, service years are counted from the end of the semester in which the report was submitted. (See Article 9.22.3)

The faculty member is eligible for a one-semester sabbatical following three (3) full years of additional service after either a one-semester or a full-year sabbatical leave is completed.

The faculty member is eligible for a full-year sabbatical following six (6) full years of additional service after a one-year sabbatical or three (3) full years of additional service after a one-semester sabbatical is completed.

9.8 APPLICATION PROCESS

9.8.1 **Confer with Supervisor:** Prior to submitting the sabbatical leave application, the applicant is expected to confer with their immediate supervisor regarding the sabbatical leave proposal, and to resolve any potential impact due to the applicant's absence. The immediate supervisor may provide suggestions for improvement or modification of the sabbatical proposal.

The immediate supervisor's signature is required on the Application Cover Sheet to acknowledge that this consultation has taken place. However, the immediate supervisor is prohibited from withholding this signature if their suggestions or requests are not followed.

9.8.2 **Verify Eligibility with Human Resources:** It is the responsibility of the faculty member to obtain the endorsement of the District Human Resources office verifying eligibility for the sabbatical of the duration requested. Faculty will submit a request to verify eligibility to Human Resources by the end of the eighth week of the Fall term.

9.8.3 **Complete the Sabbatical Leave Application,** consisting of the following required items:

1. The completed Sabbatical Leave Application **Cover Sheet** (Appendix E).
2. An **Abstract** of the Sabbatical Leave Proposal
3. A **Proposal for Leave Activities**
4. A **Proposal for Evidence of Completion**

Instructions for each of these items are included in Appendix E-1: Sabbatical Leave Application Instructions

9.8.4 **Submit the Sabbatical Leave Application** to the chairperson of the appropriate college Sabbatical Leave Committee prior to the end of the tenth week of Fall semester.

9.9 SABBATICAL LEAVE COMMITTEE

A Sabbatical Leave Committee will be established at each college by the Yosemite Faculty Association. The committee shall review sabbatical leave applications and then rank and recommend eligible candidates for sabbatical leave. Faculty members currently serving on the Sabbatical Leave Committee are not eligible to apply for a sabbatical leave during their term of service.

9.10 SUBMISSION TO COLLEGE PRESIDENT AND VICE PRESIDENT(S)

By the end of the second week of the spring term, the Sabbatical Leave Committee will submit to the president and appropriate vice president(s) copies of the recommended applications, together with a clearly delineated ranking of those applications. The president

shall confer with the appropriate vice president(s) and, if necessary, the faculty members' immediate supervisors and/or the Sabbatical Leave Committee regarding the applications as well as their impact on college programs.

- 9.11 **ONE YEAR DELAY:** When multiple sabbatical leave applications from a department are recommended by the Sabbatical Leave Committee, or when an applicant is the sole faculty member in a department, the president, in consultation with the appropriate vice president and the faculty member's immediate supervisor, may delay the granting of a sabbatical leave for a period of not more than one year if it is determined that taking the sabbatical leave will be severely detrimental to the program.

Leaves delayed in this way will be automatically placed on the approved list for the next year and will become one of the granted leaves for that year. If not taken in that year, the faculty member must reapply as in the regular process.

Years of service toward the faculty member's next sabbatical will be counted from the time when the original sabbatical leave would have ended, not from the conclusion of the delayed leave.

When the delay causes the availability of an additional sabbatical leave for the current year, the president shall refer to the ranked list of applicants and, if necessary, contact the chairperson of the Sabbatical Leave Committee to announce a Late Sabbatical Leave. (See Article 9.16)

- 9.12 **SUBMISSION TO CHANCELLOR**

The president shall forward the committee recommendations to the chancellor by the end of the fourth week of the Spring term with their written comments.

- 9.13 **REJECTION BY CHANCELLOR**

Should the chancellor choose not to forward a Sabbatical Leave Committee recommendation to the Board of Trustees, the committee will be notified in writing of the Chancellor's action and reasons thereof.

- 9.14 **ACTION BY TRUSTEES**

The action of the Board of Trustees shall be transmitted to the committee and its recommended candidates by the end of the twelfth week of the Spring term.

- 9.15 **ANNOUNCEMENT OF GRANTED LEAVES**

The actions of the Board of Trustees shall be announced to the faculty at large by the president of the Association, or designee.

9.16 **WITHDRAWAL**

If, before the leave begins, a sabbatical leave recipient determines that they will not be able to take the Leave as granted, the college president should be notified at the earliest possible time, and the faculty member shall withdraw from the leave. The college president will notify the Sabbatical Leave Committee that a late sabbatical has become available. The faculty member is then free to reapply the following year.

9.17 **LATE SABBATICAL LEAVES**

If sabbatical leaves become available after the candidates are announced, the appropriate college Sabbatical Leave Committee shall be notified so that additional candidates may be considered and/or recommended by such committee. Every attempt will be made to grant the late sabbatical leave to the next person in the ranked list of recommended applicants.

9.18 **CERTIFICATION OF INTENT TO RETURN**

Upon accepting a sabbatical leave, the faculty member shall certify to the District their intention to return to the position classification with the District for a period twice the time of the leave granted. Should the faculty member not return to the District, said faculty member shall agree to repay the District the full amount received, plus full fringe benefits and retirement contributions (if any) paid by the District. Should the faculty member return for a portion of the required period, the payment will be reduced proportionately.

9.19 **AMENDMENTS TO THE ORIGINAL PROPOSAL**

Changes to the original proposal shall, to the extent practicable, be submitted to and approved by the college president in advance.

As soon as it becomes apparent to the faculty member that a portion of an approved leave must be significantly modified, altered, amended, or removed, the faculty member must provide a written rationale for the change, including an explanation of how the modifications maintain the integrity of or are equivalent to the original proposal and listing proposed evidence of completion for the modifications.

When circumstances do not allow for advanced request and/or approval, the faculty member shall submit the request as soon as reasonably practicable.

The faculty member's written rationale and the president's written approval must be included in the sabbatical leave report. The president shall not unreasonably withhold approval of reasonable requests.

9.20 **EXTENUATING CIRCUMSTANCES**

If extenuating circumstances significantly delay leave activities or make it impossible for the faculty member to complete the sabbatical, the faculty member must meet with the college president and a representative of the Association to determine an appropriate leave

of absence or other mutually agreed upon solution. (See Article 11 for other leaves of absence available.)

9.21 NON-COMPLETION OF PROPOSAL

9.21.1 **Interim Reports:** During the course of the sabbatical leave, the college president may request interim reports from the faculty as deemed necessary.

If the college president determines that the faculty member is not carrying out the approved sabbatical leave proposal, the faculty member shall be contacted and granted ten business days to respond to the evidence.

If a response deemed satisfactory cannot be obtained by the college president, the president, in consultation with the Association, shall recommend to the chancellor that the sabbatical leave be terminated and that the employee be ordered back to a regular District assignment. Economic sanctions may be levied up to and including reimbursement to the District of sabbatical leave compensation received.

9.21.2 **Final Report:** After completion of the sabbatical leave, if the college president finds that the approved activities and/or report have not been satisfactorily completed, suggestions for improvement may be made in consultation with the Association. These may include an extension of time (at the recipient's own expense) to complete specific performance objectives as stated on the approved or modified application. If the suggestions are not implemented, economic sanctions may be levied, up to and including full reimbursement to the District of sabbatical leave compensation.

9.22 REPORT OF SABBATICAL LEAVE

9.22.1 The **purpose** of the Sabbatical Leave Report is to demonstrate compliance with the approved Sabbatical Leave Proposal and/or its approved amendments (see Appendix E-3: Sabbatical Leave Report Instructions).

9.22.2 **The Sabbatical Leave Report** consists of the following required items:

1. The completed Sabbatical Leave Report **Cover Sheet** (Appendix E-4)
2. A one-page **Summary** of the Sabbatical Leave Report for distribution to the members of the Board of Trustees.
3. A **Report on Leave Activities**
4. **Evidence of Completion**
5. A copy of the **Sabbatical Leave Application** (for use as a reference when reviewing the Report)

6. The faculty member's written rationale and the president's written approval of any **Amendments** to the original proposal.

Instructions for each of these items are included in Appendix E-3: Sabbatical Leave Report Instructions

- 9.22.3 **Due Date:** The sabbatical leave report must be submitted to the chairperson of the Sabbatical Leave Committee no more than forty-five (45) calendar days after the beginning of the semester immediately following such leave. Failure to submit the report by the due date will extend the years of service needed before the next sabbatical. (See Article 9.7)
- 9.22.4 The chairperson of the Sabbatical Leave Committee shall transmit the report to the appropriate college vice president within five working days of the due date. The vice president will review the report and forward it to the college president within ten days.
- 9.22.5 The college president, in consultation with the vice president, shall determine if the report meets the established requirements. If it does not, the president shall meet with the faculty member to convey suggestions for improvement. A YFA representative may be present at this meeting upon request of the faculty member. The meeting should result in a specific list of improvements that must be made and a reasonable timeline for their completion.

If the report meets the established requirements, the college president shall submit a recommendation for acceptance and forward the accompanying report to the chancellor.
- 9.22.6 The chancellor will present the summary and their recommendation at a subsequent meeting of the Board of Trustees. The sabbatical leave recipient may be invited to be present to supplement the written summary in person.
- 9.22.7 A copy of the final, signed (by Chancellor), and approved Sabbatical Leave Report Cover Sheet will be placed in the faculty member's personnel file and a second copy will be given to the faculty member for their own records. The Chancellor's office will forward a copy of the final, signed report to the office of Human Resources to be placed in the faculty member's personnel file to be used by Human Resources staff members in verifying the eligibility date for a subsequent sabbatical.
- 9.22.8 Copies of all approved sabbatical leave reports shall be filed in the appropriate college library.

9.23 RETURN ASSIGNMENT

At the expiration of the sabbatical leave, a faculty member's assignment will be made on the same basis as if the faculty member had been on campus for the duration of the

sabbatical leave. The appropriate administrator will make an effort to consult with the faculty member on sabbatical leave regarding the return-to-campus assignment.

ARTICLE 10: BANKING LEAVES FOR YCCD FACULTY

10.1 GUIDELINES EARNING LEAVE CREDIT

10.1.1 A faculty member must request in writing the banking option for a particular term and indicate that the credit is to be applied to a banking leave.

10.1.2 The maximum credit that could be earned in any term is six (6) hours. Faculty may bank a total of 9 hours per year. Classes which meet for more than three hours per week may be partially banked and partially reimbursed.

10.1.3 Full-time leaves will require an earned credit equivalent to a faculty member's full load.

10.1.4 No more than an amount equivalent to a faculty member's semester load may be accumulated. When that point is reached, banking is no longer an option for that faculty member until that credit has been used.

10.2 USING LEAVE CREDIT

A Banking Review Committee will be established at each college. Their members will include two faculty appointed by YFA, two faculty appointed by the respective college's Senate, and two administrators appointed by the YCCD.

Using the following guidelines, these committees will review the entire set of requests to ensure compliance and equity and will make recommendations to the President, who will review these and forward them to the Chancellor for final approval.

10.2.1 The maximum number of banking "credits" used by all faculty during any one year is limited to 15 FTEs at MJC and 3 FTEs at Columbia.

10.2.2 A leave may be requested in partial increments.

10.2.3 The Banking Review Committee will ensure that:

- a. The request has been reviewed and commented upon by the faculty in the program area affected and representatives of the administration.
- b. The banking leave will not adversely affect the program/service area.
- c. That approved sabbatical leave requests in that program area have been given priority.

10.2.4. Once a leave is requested, reviewed, and approved, it will be honored on a first-come, first-served basis. In the event of "ties," a lottery system will be used. Waiting lists may be established and carried forward to succeeding years so appropriate planning can occur.

10.2.5 Cashing Out Banked Hours

- a. Banked hours remaining on the books at the time of separation from the District will be “cashed out.” Banked hours may not be cashed out for any other reason.
- b. The dollar amount to be cashed out at time of separation from the District will be calculated using the certificated overload hourly schedule in effect at the time the hours were banked.

10.3 OTHER BANKING ISSUES

10.3.1 It is understood that the administration reserves the right to determine how a position left vacant by a banking leave will be replaced. In general, this will be with part-time staff.

10.3.2 While a faculty member is on a banking leave, that time period does not count toward eligibility for a sabbatical leave.

ARTICLE 11: LEAVES OF ABSENCE

11.1 Faculty members on a paid leave of absence, unless otherwise provided herein, shall receive wages, fringe benefit coverage, and retirement credit, as if they were not on leave. Faculty members who begin an unpaid leave during any pay period shall receive their fringe benefit (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan at their own expense, provided they make advance payment of the premium in a manner established by the District.

Part-time contract (probationary) or tenured (regular) faculty members serving 67% or more of a full load shall be entitled to leaves of absence to that portion of the leave as their contract relates to that of a full-time contract (probationary) or tenured (regular) faculty member.

"Member(s) of the immediate family" as used in this Article shall mean mother, father, husband, wife, domestic partner (see 14.6.5), son, daughter, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent, step parent, step children, foster children, children of domestic partner, or any relative living in the immediate household of the faculty member. Additionally, faculty 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 a leave.

A faculty member who is absent from work other than for those days as authorized by State law or authorized leave provisions of this Agreement is taking an unauthorized absence in violation of this Agreement. The District will deduct a salary amount equal to the ratio of days absent in the days of required annual service for unauthorized absences, which may impact the faculty member's CalSTRS credit.

The District may require verification as is appropriate for utilization of these leave provisions.

11.2 SICK LEAVE

11.2.1 Faculty members employed full time for a regular contract year shall be credited with eighty-five (85) hours of sick leave at full pay. Faculty members employed on an extended contract basis shall be credited with .25 days of sick leave at full pay for each additional full week of service.

11.2.2 Except as otherwise provided in this agreement, sick leave utilization shall be for absences related to physical or mental illness.

Pursuant to Labor Code 233, a faculty member may use, during any contract year, up to fifty-one (51) hours of accumulated sick leave for the illness of a dependent child, parent, spouse, or domestic partner. These hours are exclusive of, and in addition to, those provided for by Personal Necessity Leave.

11.2.3 Sick leave will be individually credited as of the first scheduled contractual day of each faculty member's contract.

11.2.4 Unused sick leave shall accrue year to year while the faculty member is continuously employed by the District.

11.2.5 Sick leave earned at another public school in California may be transferred to Yosemite Community College District upon request of the faculty member and verification by the former District.

This provision shall not be applicable if there is more than one (1) academic year separating service with Yosemite Community College District and the former District.

11.2.6 Upon retirement, earned and unused sick leave may be utilized for extended service credit pursuant to the applicable provisions of the State Teachers' Retirement System.

11.2.7 After all earned sick leave at full pay as provided in 11.2.1 has been used and additional absence due to illness or injury is necessary, extended sick leave of up to one hundred (100) days will be provided each faculty member pursuant to the District's short-term disability plan (effective November 1, 1986) and the following provisions:

11.2.7.1 Such leave shall be exclusive of the current year's sick leave credit (11.2.1) and accumulated sick leave (11.2.4).

11.2.7.2 Such leave is not cumulative from one year to the next.

11.2.7.3 The compensation for this period shall not exceed fifty (50) percent of the faculty member's regular salary.

11.2.8 Faculty employed on an hourly basis shall earn sick leave credit at the rate of one (1) hour for each twenty (20) hours of paid service. Sick leave credit will not be earned for any fraction of twenty (20) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.

11.3 MEDICAL LEAVE VERIFICATION

Verification of sick leave use by faculty members shall normally not be required for periods of absence fewer than five (5) consecutive days. When verification is needed, the following procedures will be used.

- a. The District may require a medical statement signed by the faculty member's doctor which indicates the nature of the medical condition, confirms the faculty member's inability to perform the functions of their position as a result of the condition, and identifies the expected duration of disability.
- b. Based on the following criteria, the District may require a second medical report at the District's expense.
 - 1) Type of condition
 - 2) Duration of sick leave
 - 3) Pattern of sick leave use by the faculty member
 - 4) Possibility of disagreement between physicians
 - 5) Need for reasonable accommodation consistent with the Americans with Disabilities Act

The second report shall be obtained from a physician selected by the District who is board-certified in the area of reported disability. The faculty member shall be notified by the District in writing justifying the need for a second opinion based on the above criteria.

The notice to the faculty member shall inform the faculty member of their opportunity to seek assistance from YFA.

- c. If the two medical reports conflict, a third medical opinion at District's expense shall be required from a physician board-certified in the area of reported disability. The third medical opinion shall be final and binding upon the parties. Selection of a physician for this opinion shall be subject to mutual agreement.

In the absence of mutual agreement, selection of a physician shall be by random drawing from a group of up to six (6) eligible physicians. The District and the faculty member may each include up to three names for consideration.

- d. To the extent possible, a faculty member anticipating an extended leave of absence for medical reasons shall provide advance notification to their management supervisor.

11.4 PERSONAL NECESSITY LEAVE

- 11.4.1 Faculty members may elect to use not more than fifty-one (51) hours per year of unused sick leave for purposes of Personal Necessity Leave.
- 11.4.2 Personal Necessity Leave may be utilized by a faculty member who has sufficient sick leave credit from the entitlements of Article 11.2.1 and 11.2.3.
- 11.4.3 Personal Necessity Leave may not be used for employee organization activities, community activities, or any other activity or function which can be accomplished outside of assigned duty hours.
- 11.4.4 Sick leave credit may be utilized for reasons of personal necessity by faculty employed on an hourly basis. Entitlement for such utilization shall be at the rate of one (1) hour for each thirty (30) hours of paid service.

11.5 BEREAVEMENT LEAVE

A faculty member shall be eligible for three days leave of absence for the death of any member of the immediate family (see 11.1 for definition), without loss of salary, and may use sick leave or other accrued paid leaves to extend the bereavement leave to five (5) days. If out-of-state travel or one-way travel of more than two hundred fifty (250) miles is required, five (5) days of paid bereavement leave will be authorized.

- 11.5.1 Days of leave beyond those described herein may be provided in this Article under the terms of the Personal Necessity Leave. Additional days of leave for bereavement purposes may be granted at the discretion of the District.
- 11.5.2 Use of this leave shall be taken within three (3) months from the date of the death of the family member, and need not be taken consecutively.
- 11.5.3 Part-time faculty shall be entitled to a leave of absence due to the death of any member of their immediate family. Entitlement for such utilization shall be one (1) hour for each sixty (60) hours of paid service. If out-of-state travel or one-way travel of more than two hundred fifty (250) miles is necessary, such leave entitlement shall be one (1) hour for each thirty-six (36) hours of paid service. Faculty members may use other accrued paid sick leaves to extend bereavement leave.

11.5.4 Verification

Notwithstanding Article 11.3 above, within thirty (30) days of a request by the District, the faculty member may be required to provide documentation of the death

of the immediate family member. Documentation includes death certificate, a published obituary, or written certification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

11.6 JUDICIAL AND OFFICIAL APPEARANCE LEAVE

Judicial and Official Appearance Leave shall be granted for the purpose of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the initiation of the faculty member.

11.6.1 Jury Duty

A leave of absence without loss of salary shall be granted to a faculty member who is officially called for jury duty. Juror's fees, exclusive of mileage, received by the faculty member, shall be deposited to the credit of the District.

11.6.2 Court Appearance

For any necessary court or agency appearances, the faculty member may utilize Personal Necessity Leave. However, if any court or agency appearance is required of a faculty member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.

11.6.3 Dismissal Hearings

A faculty member, not under suspension, for whom a dismissal hearing is being held will be fully compensated at their regular rate for any absence(s) from regular duties while attending said hearing.

11.6.4 A YFA representative who attends meetings called by the District for a grievance hearing and/or for disciplinary action will not lose salary.

11.7 FAMILY MEDICAL LEAVE

11.7.1 In accordance with the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), under certain conditions faculty employees may be eligible for an unpaid leave of absence for up to twelve (12) weeks for reasons related to family circumstances. Qualifying circumstances would include, but not be limited to, birth of a child; care of a child, spouse, or parent with a serious health condition; or adoption.

11.7.2 Faculty employees should consult with the District Office of Human Resources regarding eligibility, application procedures, and other procedures related to family leave.

11.7.3 Faculty employees who qualify for paid benefits under Article 13 shall continue to receive paid medical benefits while under family leave.

11.7.4 Use of family medical leave for a qualifying circumstance, including the employee's own serious illness, runs concurrently with other paid and unpaid leaves granted by the District. Faculty members may elect to utilize accumulated sick leave during family medical leave to offset payroll deductions.

11.8 MATERNITY AND PARENTAL/CHILD BONDING LEAVES: (EDUCATION CODE SECTION 877803.1)

11.8.1 Maternity Leave

11.8.1.1 A faculty member shall be granted a leave of absence for reasons of pregnancy, miscarriage, childbirth, and recovery. The request for leave, except in the case of a miscarriage, shall be submitted to the District Office of Human Resources as far in advance as possible and in no event less than one (1) month before the leave.

11.8.1.2 The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member and the faculty member's physician.

11.8.1.3 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are, for all job-related purposes, temporary disabilities and shall be treated as such under the health or temporary disability insurance or sick leave plan available to faculty members.

11.8.1.4 Any accrued sick leave and entitlement to other sick leave may be used for pregnancy purposes. In the event the unit member is unable to return to duty after the expiration of an approved pregnancy leave, the District may grant additional personal leave without pay not to exceed one (1) school year beyond the school year in which the birth occurred.

11.8.2 Parental/Child Bonding Leaves (Education Code Section 87780.1)

Paid parental/child bonding leave shall be granted to faculty members who qualify in accordance with the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as set forth below:

11.8.2.1 Purpose: A faculty member may use his or her accrued sick leave, or when exhausted, any available differential paid leave, for leave taken for the reason of the birth of a child of the faculty member or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee for up to twelve (12) workweeks.

11.8.2.2 Eligibility: Faculty members whose initial date of hire is at least 12 months prior to taking parental/child bonding leave are eligible. Faculty members are not required to have worked a minimum of 1,250 hours in the 12 months prior to the leave in order to be eligible for paid parental/child bonding leave.

11.8.2.3 Use: 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.

11.8.2.4 Compensation: Faculty members shall be entitled to utilize all accumulated sick leave for the purposes of parental/child bonding leave. Thereafter, when a faculty member has exhausted all available sick leave and continues to be absent from duty under this section, they shall receive the greater of the following: (1) fifty percent 50% of their regular salary during the twelve (12) week period of absence; or (2) the difference between what the employee would have received during the period of absence, and the amount that was actually received by a substitute employee during his or her absence, or, if no substitute is employed, the amount that would have been paid to a substitute employee according to the District salary schedule for part-time and temporary employees for the remaining portion of the twelve (12) work-week period of parental leave. No faculty shall be paid in excess of one-hundred percent (100%) of their salary during the period of parental leave.

11.8.3 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, to a faculty member for the purpose of raising their child.

11.8.4 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.

11.9 **MILITARY LEAVE**

A faculty member shall be granted military leave as required by the California Education Code and the California Military and Veterans' Code.

11.10 **PERSONAL LEAVE**

A permanent certificated employee who is a faculty 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 will be without compensation and shall generally be for a period not to

exceed two (2) semesters. Among the reasons for which a leave may be requested are professional growth, physical or mental health, and exchange teaching.

11.11 COMMUNITY SERVICE LEAVE

A faculty member designated as the official representative of a local community group or service organization may be granted one (1) leave of absence during the school year. Such absence shall be with pay and shall not exceed three (3) days.

11.12 LEGISLATIVE LEAVE

Any faculty member elected to public office shall be granted a leave of absence without pay for the duration of their elected term of office, if requested by the employee.

11.13 PROFESSIONAL IMPROVEMENT LEAVE

A faculty member may request a short-term leave of absence with or without pay for the purpose of conference attendance, exchange teaching, or for other purposes which provide a benefit to the School/Division/Area, the College, or the District.

11.14 PROFESSIONAL LEADERSHIP LEAVE

11.14.1 Professional leadership leave may be granted to a faculty member with or without pay to enable the faculty member to serve as an elected official of a recognized professional, educational or faculty organization. The sole purpose of such leave will be to discharge the duties of that office.

11.14.2 The professional leadership leave may be granted for a period of one (1) regular academic year and may be renewable annually depending on the continuance of elected office.

11.14.3 Time spent in professional leadership leave will count as service for salary/step advancement.

11.15 RETRAINING LEAVE (SEE ALSO ARTICLE 21: RETRAINING OPPORTUNITY)

11.15.1 A retraining leave shall be granted if there is mutual agreement between YFA and the District. This leave may use up to 1.0 FTE of the sabbatical leave allocation if mutually agreed upon by YFA and the District.

11.15.2 An additional .5 FTE leave for retraining shall be granted if there is mutual agreement between YFA and the District.

ARTICLE 12: SICK LEAVE DONATION PROGRAM

- 12.1 Faculty may donate sick leave to faculty members or to members of the Leadership Team who, due to a serious health condition, have exhausted all accumulated sick leave.
- 12.2 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 their donation. No employee may receive more than thirty (30) days of donated sick leave during a twelve-month period.
- 12.3 A “serious health condition” is defined as an illness, injury, impairment, or other physical or mental condition involved in patient care in a hospital, hospice, or residential health care facility, or continued treatment or continuing supervision by a healthcare provider as defined in 29 USC 825.114(a) and a certified by the employee’s physician or other qualified practitioner.
- 12.4 The Vice-Chancellor of Human Resources will verify the certification of eligibility. If the certification from the employee’s physician is insufficient, a certification by a physician of the District’s choosing may be required, at District’s expense. The District may require additional medical opinions.
- 12.5 **Process for Requesting Donation**
- 12.5.1 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 for Human Resources or designee. (See Request Form in Appendix F-2)
- 12.5.2 After the committee has reviewed and approved the request, solicitation of donations may be made by through the Vice Chancellor’s office by the individual or their representative on their behalf. The solicitation period shall be limited to one month.
- 12.6 **Process for Making Donations**
- 12.6.1 Donations of sick leave shall be authorized by a signed pledge form obtained from the Human Resources Office. (See Pledge Form in Appendix F-1)
- 12.6.2 Donated leave must be in one-day increments (no less than 8 hours).
- 12.6.3 In the event that several employees sign pledge forms, the sick leave shall be allocated to the recipient in the order the signed pledge forms are received by the Human Resources Office.

12.6.4 Normally, donations are made before the recipient employee begins extended sick leave. However, donations may be made while the recipient employee is already on extended sick leave.

12.6.5 The Human Resources Office shall keep the identities of those donating sick leave confidential.

12.7 Use of Donations

12.7.1 The donated sick leave may be used only when the recipient employee has exhausted accumulated sick leave and either is not eligible for long-term disability or is eligible but has not begun to receive the long-term coverage.

12.7.2 One day of donated leave shall be used as compensation to increase one day of extended sick leave to one day of regular (full pay) sick leave for the recipient employee.

12.7.3 Donated sick leave shall not extend the total number of days of the recipient employee's combined sick and extended sick leave. Donated sick leave shall increase the number of days of regular sick leave at full pay and reduce the number of days of extended leave.

12.7.4 Recipients of donated sick leave shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient employee. In the event that the state or federal government rules that a tax liability is due other than as text, the recipient shall be solely liable for such tax liabilities.

12.7.5 In no instance shall employees sell and/or exchange sick leave or monetary or other considerations.

12.7.6 If the recipient employee does not use all donated sick leave, the sick leave shall be returned to the donor.

ARTICLE 13: TRANSFER AND REASSIGNMENT PROCEDURES

13.1 DEFINITIONS

Transfer: A transfer is defined as the relocation of a tenured (regular) or contract (probationary) faculty member between Columbia College and Modesto Junior College.

Reassignment: A reassignment is defined as a change in assignment from one discipline to a new full or partial assignment for which the faculty member holds the minimum qualifications. Reassignment can occur within a college and between colleges.

13.2 PARTIAL LOAD ASSIGNMENTS

A regular (tenured) faculty employee may initiate a partial load reassignment that constitutes any change to the faculty member's current, permanent job description by a written request to their immediate administrator. Through mutual agreement with the faculty member, the immediate administrator, the appropriate Vice President, and YFA, an MOU will be created to reflect the new assignment and placed in the employee's personnel file.

13.3 FACULTY-INITIATED TRANSFER OR FULL LOAD REASSIGNMENT

13.3.1 Notification

Upon receipt by District Human Resources of a Request to Announce for faculty recruitment, a notification will be sent via District email to all full-time faculty advising of the opportunity to request a transfer and/or reassignment to the open position.

By the date indicated in the email announcement, which shall be no less than five (5) working days, the faculty member must submit to Human Resources a letter of interest and a current résumé that includes educational background, work experience, and three (3) professional references.

13.3.2 Interview and Selection of Internal District Candidates

Internal faculty who possess minimum qualifications and submit the required documents in a timely manner will be guaranteed an interview and consideration by the hiring committee. Internal candidates will be notified of their application status in writing before the position is posted for open competition. Faculty Hiring Guidelines will apply.

13.3.3.1 Selection for the new position shall result in an evaluation in the new assignment during the first year and begin a new evaluation cycle under Article 6.

13.3.3.2 Faculty will automatically receive the Faculty Service Area for their new assignment.

13.3.3.3 Seniority within the District shall not be affected.

13.3.3.4 If the transfer occurs between colleges, the faculty's accumulated banked time will transfer to the respective college.

13.4 DISTRICT-INITIATED TRANSFER OR FULL LOAD REASSIGNMENT

13.4.1 District-Initiated Transfer Procedures

Transfers initiated by the District, in consultation with the College Presidents, may be made to fill educational or operational needs. Transfers will not be made in an

arbitrary, capricious or discriminatory manner. Persons to be administratively transferred shall receive as much advance notice as possible prior to the effective date of the transfer. If sufficient advance notice cannot be given, the District will provide the faculty member with up to two (2) days released time with pay for preparation purposes. Any faculty member who is to be administratively transferred may request and shall be granted a meeting with their college President and the Chancellor to discuss the transfer. The reasons for the transfer will be provided to the faculty member in writing and a copy of the written reasons will be placed in the faculty member's personnel file.

The Chancellor will make the final decision.

13.4.2 District-Initiated Reassignment Procedures

A District initiated reassignment may occur within or between colleges and may be for a full or partial load. District administration, after consulting with YFA, may reassign a faculty member if such a reassignment is necessary to 1) complete an employee's full annual load; or 2) to meet the program or staffing needs of the District, which may include, but are not limited to, filling a vacant position either permanently or temporarily with a qualified replacement or resolving a persistent personnel conflict. Upon reassignment, an MOU between the faculty member, the District and YFA will be created and signed by the parties to reflect the new assignment and placed in the faculty's personnel file.

ARTICLE 14: COMPENSATION AND FRINGE BENEFITS (For Salary Schedules, see APPENDICES A-1 and A-2)

14.1 SALARY

- A. Annual data from the California Federation of Teachers (CFT) shall be used for determining the salary scale for full-time (both instructional and non-instructional) as well as part-time faculty (both instructional and non-instructional).
- B. In July or August of each year, the CFT publishes a document entitled Full-Time Faculty Salary Comparisons-California Community Colleges that collates specific data elements from the salary schedules of each of the state's 72 Community College Districts in effect at the time of publication. <https://www.cft.org/faculty-salary-comparisons>. The document indicates summary statistics, including the median, on each included data element.
- C. The CFT study compares five (5) data points, annotated below by the relevant cell on the YCCD Certificated Salary Schedule (175 Days):
 - 1. Step 1: Master's Degree (YCCD I-1)
 - 2. Step 6: Master's Degree plus five (5) years (YCCD I-6)
 - 3. Step 11: Master's Degree plus thirty (30) units plus ten (10) years (YCCD III-11)
 - 4. Step 21: Master's Degree plus sixty (60) units plus twenty (20) years (YCCD IV-21)
 - 5. Highest salary with Doctorate (YCCD V-25)

D. **System-Wide Cohort:** There are currently seventy-one (71) other districts, not including the YCCD. YCCD salaries on the Certificated Salary Schedule (175 Days) shall be aligned to the median of all the other community college districts in the State of California using the following procedure:

1. **Benchmark:** The YFA-YCCD benchmark shall be Step 21 of the CFT study, “Master’s Degree plus sixty (60) units plus twenty (20) years,” (YCCD IV-21)
2. The YCCD value on the CFT study shall be removed and the median of the values of the remaining 71 districts shall be calculated.
3. YCCD Step IV-21 shall be adjusted as below:
 - a. If the calculated median benchmark salary is higher than YCCD IV-21, then YCCD IV-21 shall be increased to equal to the calculated median benchmark.
 - b. If the calculated median benchmark salary is less than or equal to YCCD IV-21, then YCCD IV-21 shall not be altered, increased, or decreased.
4. The percent adjustment required to achieve Step 3 shall then be applied to all cells of the Certificated Salary Schedule (175 Days). All other faculty salary schedules will be automatically adjusted by this same percent based on their mathematical relationship to the base Certificated Salary Schedule (175 Days).

E. **Implementation:** The process results in alignment to a trailing indicator. YCCD salaries are adjusted in summer of each year to match the median of statewide salaries in effect the prior summer. Specifically, for the duration of this 2023-2026 agreement:

1. Effective Fall 2023, YCCD faculty salary shall be benchmarked to the median of the 2021-22 CFT Study.
2. Effective Fall 2024, YCCD faculty salary shall be benchmarked to the median of the 2022-23 CFT Study.
3. Effective Fall 2025, YCCD faculty salary shall be benchmarked to the median of the 2023-24 CFT Study.

14.2 PART-TIME FACULTY SALARY PARITY

14.2.1 The agreed upon YCCD parity goal for part-time salaries is 75%, reflecting that 75% of typical full-time faculty member’s time is spent on direct duties with students, including class preparation and grading and student contact time, and 25% of their time spent in office hours and governance/committee work.

14.2.2. Parity for part-time instructional faculty will be reached when 525 hours (100% of an annual teaching load) paid at the Part-time Overload Instructional

Hourly Rate equals 75% of the corresponding step and column on the 175-Day Certificated Annual Salary Schedule.

14.2.2.1 As of the 2022-23 year, the Parity Ratio was 50%, meaning 525 hours paid at the Certificated Part-time Overload Instructional Rate equals 50% of the corresponding step and column on the 175-Day Certificated Annual Salary Schedule, and corresponding to dividing the annual salary by 1050.

14.2.2.2 In the event that the full-time salary increase delineated in Article 14.1 is less than the statutory COLA provided to the District by the State of California, the Parity Ratio will be increased by the difference between statutory COLA and the full-time salary increase or 3%, whichever is less, until such time as the Parity Ratio equals the 75% Parity Goal.

Example 1: If in a fiscal year the full-time raise per Article 14.1 is 3.5% and Statutory COLA is 5%, the Parity Ratio is raised 1.5%.

Example 2: If in a fiscal year the full-time raise per Article 14.1 is 4% and the Statutory COLA is 3%, the Parity Ratio remains constant.

Example 3: If in a fiscal year the full-time raise per Article 14.1 is 2% and the Statutory COLA is 6%, the Parity Ratio increase is capped at 3%.

This article section shall be effective July 1, 2023, and the Instructional PTOL salary scheduled shall be increased by 8%, retroactive to July 1, 2023.

14.2.2.3 If there are funds specifically allocated by the Legislature towards part-time faculty, the parties agree to meet and bargain the implementation of these funds.

14.2.3 Parity for part-time non-instructional faculty has been reached.

14.3 **ELEVEN MONTH CONTRACT**

Faculty members employed on an eleven (11) month (195 day) contract will receive ten (10) percent of base pay for the additional period of service.

14.4 **PART-TIME/OVERLOAD SALARY SCHEDULE**

14.4.1 The Certificated Part-time/Overload Instructional Hourly Salary Schedule will have eleven steps year-round. (See Appendix A-2) Rates on this instructional hourly schedule are higher than those on the non-instructional hourly schedule to reflect the expectation that each hour of instruction is coupled with roughly an hour of preparation and grading. Only the instructional hours are directly compensated but the faculty member is expected to perform all aspects of instruction, preparation, and grading associated with each course.

14.4.2 The Certificated Part-time/Overload Non-instructional Hourly Salary Schedule will have eleven steps year-round. (See Appendix A-2) Rates on this non-instructional hourly schedule are calculated to be 1/1,400 of the 175-day Certificated Salary Schedule.

14.4.3 Y-Rating of Non-Instructional Salary Schedules.

The salary schedule for all full- or part-time non-instructional faculty hired prior to July 1, 2024, who have been paid an overload or part-time hourly rate for counseling or librarian duties in excess of the rate determined in this article, shall be Y-rated for such duties. This means that the salary schedule for hourly counseling or librarian faculty shall be held constant from year to year without COLA or any other adjustment until such time as the rate determined in Article 14.4.2 meets or exceeds the Y-rated hourly rate. During this time, Y-rated faculty shall still be eligible for regular step and column increases.

For all other hourly non-instructional assignments and stipends, non-instructional faculty shall be compensated in accordance with Article 14.4.2 or 14.9.6.2.

14.5 **STEP INCREMENTS**

Step increments and column advancements earned by faculty members will be granted for the duration of this contract.

Effective July 1, 2024, the step 12 cap on columns I and II of the 175- 180- and 195-day salary schedules shall be eliminated and steps 13-25 shall be calculated in accordance with the same provisions as the other steps and columns. Existing faculty capped at step 12 shall advance steps year-to-year commencing July 1, 2024.

14.6 **BENEFITS**

In addition to the District's share of the mandatory fringe benefits, such as State Teachers' Retirement System and Workers' Compensation, the District will provide the following benefits according to current eligibility procedures:

14.6.1 Dental and vision benefits for eligible faculty.

14.6.2 Fully paid life insurance although faculty may elect to purchase and pay the difference for larger insurance policies.

14.6.3 Full-Time Faculty Medical Benefits:

1. For 2023-2024: YCCD shall provide a fully paid monthly premium contribution towards the faculty employee medical benefits plan for the 2023-2024 benefit year in an amount equal to the Base Blue Shield 80G PPO plan or the Kaiser HMO plan, whichever is higher.

2. For 2024-2025 and continuing through the term of this Agreement, the YCCD shall provide a paid monthly premium contribution up to a maximum of \$2,200 per month towards each faculty member's medical benefits plan.
3. Three (3) additional buy-up medical plan options shall be made available where subscribing faculty shall pay any additional fees above the monthly premium provided by the YCCD.

14.6.4 Flexible Spending Plan

A Flexible Spending Plan (aka a Section 125 plan) shall be continued for all YCCD employees with the following components:

1. An administrative service only vision insurance plan.
2. A \$50,000 term life insurance plan selected by the District.
3. An income protection/short-term and long-term disability insurance plan selected by the District.
4. An administrative service only dental insurance plan with Delta Dental.

14.6.5 "Dependents" means an eligible employee's:

- a. Spouse
- b. Registered domestic partner as defined by AB 25:
 1. Each of the domestic partners is eighteen (18) years of age or older.
 2. Either of the following:
 - a. Both are members of the same sex.
 - b. One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old age insurance benefits. Notwithstanding any other provisions of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.
 3. The domestic partners share a close personal relationship and are responsible for each other's common welfare.
 4. The domestic partners are each other's sole domestic partner.

5. The domestic partners are not married to anyone nor have had another domestic partner within the prior six months.
6. The domestic partners are not related by blood closer than would bar marriage in the State of California.
7. The domestic partners share the same regular and permanent residence, with the current intent to continue doing so indefinitely.
8. The domestic partners are jointly financially responsible for “basic living expenses” defined as the cost of basic food, shelter, and any other expenses of a domestic partner. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
9. Both domestic partners were mentally competent to consent to the contract when their domestic partnership began.
10. Both file a Declaration of Domestic Partnership with the State of California Secretary of State.

c. Dependent children

“Dependent children” includes the employee’s natural children, stepchildren, legally adopted children, foster children and the dependent children of a registered domestic partner. The following dependent children are covered:

1. Unmarried dependent children under the age of 19
2. Unmarried dependent children age 19 through 25 who are full-time students at a college or university
3. Unmarried dependent children without regard to age who are physically or mentally incapacitated and who are being claimed as dependents on the employee’s or domestic partner’s federal income tax return.

14.6.6 YFA pledges to negotiate with the District any SISC benefit changes prior to the commencement of the new plan year.

14.6.7 The District shall allocate to each Health Services Office at both college \$10 per full-time employee to provide for drop-in services.

14.7 DISTRICT-PAID POST-RETIREMENT MEDICAL BENEFITS FOR FACULTY HIRED BEFORE July 1, 2013

14.7.1 Definitions

- 14.7.2 “Carve-out” is a supplemental health plan allowing integration with the District’s health plan.
- 14.7.3 “Rule of 70” means any combination of the retiree’s minimum age 50 (at last birthday preceding Board approved retirement date) plus full years of probationary or regular District service equivalent to 70 years or more.
- 14.7.4 Retirees under the age of 65 who meet the “Rule of 70” shall receive the Base Plan fully paid by YCCD at the tiered 2012-2013 Base Plan rate until reaching the age of Medicare eligibility.
- 14.7.5 Retirees who were hired prior to July 1, 2004 shall be eligible for fully-paid medical insurance until the age of 70.
- (1) Once a retiree reaches the age of Medicare eligibility, YCCD shall pay the carve-out for the SISC over 65 secondary to Medicare coverage. Retirees who choose to buy up to another YCCD SISC medical insurance plan may do so at their own expense.
 - (2) Retirees may continue YCCD medical insurance after age 70 at their own expense.

Retirees who were hired on or after July 1, 2004 are not eligible for YCCD-paid post-retirement benefits beyond the age of Medicare eligibility; however, retirees may remain in the YCCD medical insurance plan at their own expense.

14.7.6 **Options**

Option 1 – Retiree is Medicare-Qualified and has purchased Medicare coverage: The District will pay for the cost of the over 65 with Medicare current premium rate plan for the particular health plan selected by the retiree for the retiree and spouse (or the equivalent for the Medicare-ineligible spouse payable to the District’s health carrier).

Option 2 – Retiree is Not Qualified for Medicare: The District will pay the equivalent of the Medicare over 65 with Medicare current premium rate for the retiree and spouse toward the District medical care premium.

14.7.7 **Eligibility**

To be eligible for this benefit, the employee must meet the following conditions:

1. Have retired on or after June 8, 1981.
2. Have met the requirements of the “Rule of 70.”
3. To be eligible for Option 1:
 - a. Be qualified for or have purchased coverage under Medicare A.
 - b. Have purchased Medicare B.

4. To be eligible for Option 2, the employee must *not* be eligible for Medicare A.

14.7.8 Duration of Benefit

To age 70: This benefit will be provided until the retiree reaches age 70 or death, whichever comes first, if the retiree/employee has a start work date as a probationary employee on or before June 30, 2004.

To age 65: This benefit will be provided until the retiree reaches age 65 or death, whichever comes first, if the retiree/employee has a start work date as a probationary employee on or after July 1, 2004.

- 14.7.9 **Right to Purchase Coverage upon Expiration of Benefit:** Upon the expiration of this District-paid benefit, the retiree may continue to purchase the over 65 with Medicare current premium rate through the District until death. Upon the death of the retiree, the surviving spouse, at their own expense and subject to carrier approval, may continue to participate in the District’s medical benefits program until the surviving spouse’s death or remarriage.

- 14.7.10 Any eligible faculty member who elects to participate in an early retirement program on or after June 8, 1981, may convert to either Option 1 or Option 2 as previously stated upon attaining age 65.

- 14.7.11 For any eligible faculty member who retires on or after July 1, 2004, “registered domestic partners” as defined in Article 14.6.5 will be included in the list of those covered.

- 14.7.12 If during the term of this agreement the federal government increases the minimum age 65 requirement for Medicare eligibility, the District agrees to continue retiree medical benefits until the retiree reaches that age.

14.8 District Paid-Post-Retirement Medical Benefits for Faculty Hired on or After July 1, 2013

- 14.8.1 For those faculty hired on or after July 1, 2013, the District shall pay a base premium rate of \$1361 a month for the employee + spouse/domestic partner for an annual amount not to exceed \$16,332 until age 65. This provision applies only to the payment of insurance premiums and does not obligate the District to compensate the employee directly. The employee must meet the following conditions to be eligible for retiree benefits:

- A. Retirement from STRS
- B. A minimum of 55 years old
- C. A minimum of 20 years of service with the District

14.8.2 Employees who have been approved for STRS Disability Retirement shall receive this benefit up to age 65 regardless of eligibility requirements above.

14.8.3 If Medicare eligibility age increases, the parties agree to reopen this section pertaining to retiree benefits for faculty hired on or after July 1, 2013.

14.9 STIPENDS

14.9.1 Stipends are defined as: Pay for Work Performed Outside of Contractual Obligation. YFA is the exclusive representative for bargaining with Faculty to agree to appropriate pay rates. All negotiated stipends between the YFA and the District or its designee shall be codified in writing.

14.9.2 Coaching and athletic training stipends are defined in Appendix A-3.

14.9.3 Stipends being offered to faculty in exchange for performing specific duties shall require approval of the YFA President or a designee. The District or its designee will communicate directly with the YFA President or designee to agree upon a rate and specific duties prior to commencement of work.

14.9.4 Faculty members are categorized in federal and state labor law as professional “exempt” employees, not hourly employees. [U.S. Department of Labor Fact Sheet #17S: <https://www.dol.gov/agencies/whd/fact-sheets/17s-overtime-educational-institutions; California DIR Wage Order #4: https://www.dir.ca.gov/IWC/IWCArticle4.pdf>] The amount of time utilized by faculty members in completion of a particular task will vary. As such, stipends will primarily be assigned as a flat rate, project-based value reflecting the overall scope and deliverables for the project. However, when a specific number of work hours can be delineated, an hourly stipend may be utilized in accordance with the categories below. For purposes of calculating work hours for part-time faculty under the Affordable Care Act, project-based stipends will be divided by a standardized \$50-per-hour rate to determine the reported work hours.

14.9.5 **Flat Rate/Project-Based Pay.** Prior to commencement of work, a flat rate shall be negotiated between YFA and the District. A brief description of the scope of work and anticipated deliverables will be included. Faculty shall follow District process for the submission of pay claims and/or other required documentation to receive payment. Examples include but are not limited to:

- A. Participation in a training program (e.g. Canvas or Zero Textbook Cost) coupled with redesign and delivery of a course (e.g., an online or ZTC course offered in the subsequent term)
- B. Reviewing, modifying, and/or creating curriculum in support of a grant or college initiative outside of regular contractual duties

- C. Serving as coordinator of a designated college program or initiative outside of regular contractual duties
- D. Performing a governance role as a stipend instead of reassigned base load (e.g., Curriculum Chair).

14.9.6 Hourly Pay Models

14.9.6.1 Instructional Hourly Pay. The instructional hourly pay schedule is built upon the concept that each hour of direct instruction requires roughly an additional hour of preparation beforehand and/or grading afterward. As such, a stipend shall only utilize the instructional hourly pay schedule for projects that meet this expectation, with the exception of example C below. Examples include but are not limited to:

- A. A faculty member providing training to other YCCD employees, where each hour of training generally requires an hour of preparation and/or follow-up. Instructor is paid only for direct training hours.
- B. A faculty member serving on a summer interview panel, where each hour of meetings and interviews is coupled with an hour reading and rating applications. Panel member is paid only for meetings and interviews.
- C. Subject Matter Expertise. The instructional hourly pay schedule shall be used when a faculty member utilizes their professional training and subject-matter expertise on behalf of the institution, e.g. an anthropologist conducting a dig on campus, an accountant helping review grant expenses, or a mathematician rating the level of mathematical concepts in the agriculture curriculum. Subject matter expertise excludes general knowledge of college operations.

14.9.6.2 Non-Instructional Hourly Pay. The non-instructional hourly pay schedule is built upon the concept that each hour of work is an equal portion of a faculty member's overall annual standard workload. The non-instructional hourly pay schedule shall be utilized when a faculty member is performing duties for the District outside of their regular, accountable hours, and the number of hours cannot be reliably estimated in advance as part of a project-based stipend. Such stipends shall stipulate the hourly rate and a maximum number of approved hours. Examples include but are not limited to:

- A. A counselor developing program maps for an indeterminate number of new programs.

B. A curriculum expert assisting faculty to submit an indeterminate set of courses for common course numbering as part of a statewide initiative.

14.9.6.3 Training/Workshop Pay. Faculty participating in stipend-paid trainings and workshops shall be compensated at a standardized rate of \$50 per hour. Examples include both passive trainings, e.g., summer safety training to teach incarcerated students, and interactive workshops, e.g., accreditation trainings that begin with a conceptual overview then transition to evidence gathering.

14.9.6.4 Incarcerated Student Education. Faculty teaching face-to-face at detention centers and/or secure locations (e.g., federal or state prison, county jails, and juvenile detention facilities) shall receive a stipend of \$200 per unit for each course taught.

14.9.7 **Exemption of Voluntary Personal Professional Development.** Stipends shall not be applied to trainings, conferences, or other professional development activities that do not produce identified outcomes.

14.9.8 Part-Time Committee Work. Part-time faculty who are assigned by an administrator or elected to serve on committees will be paid a stipend in accordance with this Article for their work on the committee.

Compensation for committee work is applicable only to assigned or elected committee work and not for those who choose to participate solely on a voluntary basis.

Compensation for committee work requires the approval of the appropriate college Vice President and the YFA President.

ARTICLE 15: FULL-TIME SALARY PLACEMENT AND ADVANCEMENT

15.1 Initial Placement on Salary Schedule (For Salary Schedules, see Appendix A)

Newly hired fulltime faculty will be placed upon the salary schedule based upon the following criteria. All full-time faculty may request YFA representation to address concerns regarding initial placement.

15.1.1 Experience

A. Teaching and Licensed Experience — Year for year up to a maximum of nine years of teaching or directly related experience in fields with state or national licensing or certification and ongoing continuing education requirements. Highest initial placement possible is Step 10 unless an existing YCCD part-time faculty member is already placed above Step 10 when hired full-time.

- B. Related experience — One-half year credit for each year, and a one-time credit, one year only, for supervisory experience.
- C. All previous employment must be verified by the employer. To verify self-employment, it will be necessary to submit IRS statements for the years in which the employment is claimed.

15.1.2 Academic Units

All units earned, with a grade of C or better, above the B.A. Degree, and those received within the B.A. considered graduate courses and so designated on the transcript of the awarding institution are counted. Exception: Units that are clearly identified with church doctrine, and are clearly sectarian in nature, are not counted.

All units are counted as semester units. (Quarter units are converted to semester units; i.e., one quarter unit is equal to 2/3 of a semester unit.)

Column placement on the salary schedule is determined by the exact number of units completed and for which a transcript is on file. Unofficial transcripts are acceptable in order to meet the deadline for the September payroll, but must be followed by the official transcripts of the awarding institution.

Advanced degrees: To be placed in Columns I, II, III, IV, or V, the transcript or diploma signifying the award of the degree must be on file in the Human Resources Office. A letter from the awarding institution certifying completion of all requirements for the degree is acceptable in order to meet the deadline for payroll.

- 15.1.3 **Degrees:** Degrees applicable to salary schedule placement, advancement or degree-related stipends shall be issued by an accredited institution. An accredited institution shall be defined as one which has been accredited or is a recognized candidate for accreditation by a regional accreditation agency.

In instances where the candidate for advancement, placement or degree-related stipend does not possess a degree from such an institution, but feels special circumstances exist, they may submit a request to the Vice President of Instruction for a special review of their degree. Upon recommendation of the Vice President of Instruction and approval of the Chancellor or their designee, such special degree may be accepted in whole or in part for advancement, placement or degree-related stipend.

- 15.1.4 **Vocational Placement:** Faculty in vocational areas are placed on the salary schedule according to experience and eligible academic units, if applicable.

Certain military experience, clearly related to the vocational program and credential, will be counted.

All salary placements are geared to meeting minimum qualifications for faculty established by the California Community Colleges Chancellor's Office. The following rules apply:

M.S.—No experience necessary if degree is in subject matter.

B.S. or B.A. — 2 years vocational experience required.

A.A.— 6 years vocational experience required.

Years of vocational experience over and above those necessary for meeting minimum qualification requirements may be substituted for units beyond the Bachelor's degree at 6 units per year to a maximum of 24.

Any additional years of experience may be equated for step placement on the schedule at one for one for first year (if supervisory) and at two for one for the remaining years to a maximum of 10 steps on the salary schedule. Thereafter, a step is given for each year of teaching to the maximum step of the applicable column.

15.2 Step Advancement

Advancement is calculated on an annual basis and, if an instructor has taught in excess of a sixty-seven (67) percent assignment for the year, one more step is added on to the ensuing contract up to the maximum number of steps in the column.

After two consecutive academic years of service performed at or below a sixty-seven (67) percent assignment, one more step should be added on to the ensuing contract up to the maximum number of steps in the column.

15.3 Column Advancement

Movement across columns is possible by completing additional academic units or equivalent experience. To guarantee that an applicant receives credit, prior approval must be obtained before beginning coursework or equivalent experience by completing the YCCD form "Request for Professional Improvement Activity" and by creating a Professional Improvement Proposal (Guidelines are available through Human Resources; See also Appendix A-4 and A-5). Professional Improvement Proposals for course work or activities completed during the academic year without prior approval may be submitted for approval in the month of April each year. This window of opportunity for post-approval will open April 1st and close April 30th of each year.

Transcripts or a Post Activity Report (Guidelines are available through Human Resources) must be submitted to Human Resources no later than August 1st in order to receive unit credit for the upcoming academic year. Note: If a course you are attending for credit ends in August after the August 1st deadline, you must notify Human Resources by August 1st.

The procedural steps, appeals process for an activity denial, the list of approved activities of Professional Improvement, and the conversion formulas for activities into course units

are all located on the Human Resources website and can be found in Appendix A in the Faculty Contract.

ARTICLE 16: PART-TIME/OVERLOAD SALARY PLACEMENT AND ADVANCEMENT

16.1 Part-time /Overload Salary Schedule Terms, Conditions, and Definitions

16.1.1 There will be no salary differential between lab, activity, lecture, and non-credit classes taught by part-time faculty or full-time faculty as overload.

16.1.2 Part-time/Overload assignments will be paid from the appropriate Part-Time/Overload Salary Schedule.

16.1.3 Part-time faculty members are not under a regular contract with the District. They are temporary employees per Education Code Section 87604.

16.2 Initial Placement

16.2.1 Part-time Faculty: Salary schedule step and column placement shall be determined following the guidelines for initial placement of full-time faculty in Article 15.1 up to a maximum of Step 10.

16.2.2 Full-time Faculty: Salary schedule step and column placement shall be consistent with their regular certificated salary schedule placement, not to exceed Step 11.

16.3 Step Advancement

16.3.1 Part-time Faculty: Two years of service or completion of a minimum one-hundred-eighty (180) class hours (whichever occurs first) is required to move one step, up to a maximum of Step 11.

Eligible employees will qualify for no more than one step increment per two years (as defined).

A year of service is defined as performing a faculty assignment within the one-year period starting at the beginning of the first term of the faculty member's service. Hours in excess of the one-hundred-eighty (180) hour minimum shall not be applicable to the next step increment.

Step advancements shall be effective with the start of the next semester of service, immediately following advancement eligibility.

16.3.2 Full-time Faculty: Step advances will occur in accordance with advancement on the full-time salary schedule, up to a maximum of Step 11.

Note: An instructor who leaves the program and returns may submit documentation of additional years of related service to reset their initial step placement up to Step 10.

16.4 Column Advancement

Movement across columns is possible by completing additional academic units or equivalent experience. To guarantee that an applicant receives credit, prior approval must be obtained before beginning coursework or equivalent experience by completing the District form “Request for Professional Improvement Activity” and by creating a Professional Improvement Proposal (Guidelines are available through Human Resources; See also Appendix A-4 and A-5).

Professional Improvement Proposals for course work or activities completed during the academic year without prior approval may be submitted for approval in the month of April each year. This window of opportunity for post-approval will open April 1st and close April 30th of each year.

Transcripts or a Post Activity Report (Guidelines are available through Human Resources) must be submitted to Human Resources no later than August 1st in order to receive unit credit for the upcoming academic year. Note: If a course you are attending for credit ends in August after the August 1st deadline, you must notify Human Resources by August 1st.

The procedural steps, appeals process for an activity denial, the list of approved activities of Professional Improvement, and the conversion formulas for activities into course units are all located on the Human Resources website and can be found in Appendix A in the Faculty Contract.

ARTICLE 17: PRE-RETIREE WORKLOAD REDUCTION PROGRAM

Eligible faculty members may reduce their workloads from full-time to part-time and shall receive the retirement service credit they would have received if they were employed on a full-time basis, and have their retirement allowance, as well as any other statutory benefits to which they are entitled, as set forth below.

17.1 CalSTRS Participants:

17.1.1 Faculty members participating in CalSTRS may reduce their workloads up to 50% from full-time to part-time (faculty must maintain a workload of at least 50% while still maintaining other contractual obligations) if they meet the following criteria:

- Be 55 or older prior to the start of the first academic year in which the workload is reduced.
- Have completed at least ten (10) years of prior credited service under the STRS Defined Benefits program with the District.

- Have been employed in a full-time faculty position to perform creditable service under the STRS Defined Benefits program continuously for each of the five (5) academic years immediately preceding the first year in which the member's workload is reduced. without a break in service.

17.1.2 Faculty shall receive the retirement service credit they would have received if they were employed on a full-time basis (100% load). Their retirement allowance, as well as any other benefits they are entitled to under the State Teachers Retirement System (STRS), shall be based upon the salary they would have received if employed on a full-time basis. In addition, the faculty member will continue to receive the same health benefits as a full-time employee. The maximum duration for this reduction program for any individual faculty member is ten (10) years.

17.1.3 Reduced workloads under this Article shall be in accordance with Education Code Section 87483 and Government Code Section 22713, and subject to the requirements of the CalSTRS guidelines and application. Should the most recent CalSTRS guidelines/application and this contract language conflict, the most current CalSTRS guidelines and application shall prevail as the authority. Should the applicable authority or CalSTRS guidelines change, this article will immediately be reopened for negotiations over any impacts and effects.

17.2 CalPERS Participants:

17.2.1 Faculty members participating in CalPERS may reduce their workloads in accordance with Education Code Section 87483 and Government Code Section 20900, and subject to the CalPERS Guidelines (p. 65) and application.

17.2.2 Should the most recent CalPERS guidelines/application and this contract language conflict, the most current CalPERS guidelines and application shall prevail as the authority. Should the applicable authority or CalPERS guidelines change, this article will immediately be reopened for negotiations over any impacts and effects.

17.3 Faculty wishing to participate in the reduced workload program should submit their intent to reduce workload notice by March 1st in advance of the Fall semester to ensure timely processing.

ARTICLE 18: CATEGORICALLY FUNDED CONTRACTS AND WORKLOAD

18.1 Categorically funded faculty members with assignments in excess of 67% of full-time, shall be employed on contracts equivalent to a non-categorically funded faculty member's contract as it relates to compensation, workload, and duty days.

18.2 The beginning and ending dates of the categorically funded work year may or may not coincide with the regular academic year (as provided by Article 3.1).

- 18.3 Partial year categorically funded contracts (less than 175 full-time equivalent days) shall be appropriately prorated. The District reserves the right to offer back-to-back partial year contracts.
- 18.4 Hours worked by categorically funded faculty in addition to assigned load during the work year shall be compensated on an hourly basis in the same manner as non-categorically funded faculty members.
- 18.5 All other provisions of this Agreement between the parties which are applicable to non-categorically funded faculty shall be applicable to categorically funded faculty except where the application of any provision results in a cost to the District not reimbursed by the categorically funded program.

ARTICLE 19: REDUCTION IN FORCE (See RIF Timeline in Appendix H)

19.1 NOTIFICATION TO THE ASSOCIATION

19.1.1 The District and the Yosemite Faculty Association recognize the District's investment in its tenured faculty and its comprehensive colleges. A reduction in force, therefore, shall be used as a last resort and allowed only under the circumstances described in Ed. Code stated in 19.1.2.

19.1.2 The Board shall notify the Association before implementing any reduction in force.

Education Code Sec. 87743 sets forth the grounds for layoff of tenured and contract faculty. It specifies two grounds for layoff: a decline in full-time equivalent students (FTES) and a reduction or discontinuation of a particular kind of service.

1. Decline in FTES (This scenario addresses layoffs based upon programs with most recent hires—i.e. “last hired, first fired”)

A community college district may lay off a corresponding percentage of probationary and tenured employees whenever in any school year the FTES in all of the schools of the community college district for the first six months in which the school is in session has declined below the corresponding period of either of the previous two school years. A State mandatory workload reduction would qualify under this ground for layoff.

2. Reduction or Discontinuation of a Particular Kind of Service

A district may lay off a corresponding percentage of probationary and tenured employees whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year. The employees providing the particular kinds of services that are being reduced or discontinued are the starting point for the layoff. The program viability and assessment process approved by each local Academic Senate should inform any reduction in force due to program reduction or discontinuance.

For either of the two grounds for layoff described above, faculty layoff will occur according to one's seniority and program/discipline in the following order:

1. Temporary and part-time unit members
2. First contract (probationary) unit members
3. Second contract (probationary) unit members
4. Third contract (probationary) unit members
5. Tenured (regular) unit members

19.1.3 On or before January 15, the Board shall provide the Association with the reasons the Board believes a reduction in force is necessary. If the Board fails to provide those reasons, the Association itself may initiate a grievance under Article 25 seeking compensation for any extra expenses it reasonably incurred because of the Board's failure to adhere to this section, but the failure shall not be grievable by any individual faculty employee nor shall it invalidate the reduction in force.

19.1.4 In addition, on or before January 15, the Board shall provide the Association with a list of potentially affected programs based on then available information, but any failure not to provide such information shall not invalidate the reduction in force.

19.2 **FORMAL PROCESS FOR REDUCTION IN FORCE**

19.2.1 Formal reduction in force proceedings shall commence with Board action at a regularly scheduled Board meeting within the thirty-day period immediately preceding March 15. Faculty employees subject to layoff in the event of a reduction in force shall be notified by the Board in accordance with the Education Code. Upon Board action of formal proceedings for reduction in force the Yosemite Faculty Association shall be informed.

19.2.2 Upon YFA notification of those faculty members facing reduction in force, an Employee/Employer Relations Committee will be formed to explore any final alternatives to layoff.

19.2.3 At the commencement of probationary employment with the District, a faculty employee shall be assigned to the appropriate Faculty Service Area(s) (FSA) as defined in Article 20.6 for which he or she qualifies by the terms of employment. After initial employment, a faculty employee who is eligible for additional FSAs shall declare and provide proof of such eligibility in accordance with Article 20.7.

19.2.4 In the event of a reduction in force, faculty employees in an FSA shall be subject to layoff in the inverse order of their seniority.

19.2.5 Seniority shall be determined by the first date of paid employment as a probationary faculty employee of the District.

The seniority date for a faculty employee initially hired as an academic administrator prior to June 30, 1990 shall be the first date of his or her paid employment in the District in a probationary position.

- 19.2.6 A lottery with YFA representation will be used to determine seniority for the unit members hired on the same day.
- 19.2.7 A faculty employee holding an FSA shall be entitled to “bump” a less senior faculty employee in that same FSA.
- 19.2.8 In the event of the elimination of a program in which faculty members can be reassigned to other areas of the college through the normal reassignment process, FSAs and bumping rights through seniority do not apply. Seniority and FSA eligibility play no part in a reassignment process which does not involve laying off a faculty member. The District has the right to reassign any faculty member as long as the faculty member is legally qualified to perform service in the new area. (See Article 13)
- 19.2.9 Pursuant to Education Code Section 87743, the services of no regular employee shall be terminated while any probationary employee, or any other employee with less seniority, is retained to render a service in an FSA for which that regular employee meets eligibility Criteria A or B in Article 20.5.
- 19.2.10 The Board shall furnish to the YFA copies of all notifications of termination because of a reduction in force within three days of formal notification to faculty.
- 19.2.11 A faculty employee who has been notified that his or her employment may be reduced or terminated because of a reduction in force may request an Employee/Employer Relations Committee meeting under provisions of Article 26 if the employee believes that the Board has violated, misapplied, or misinterpreted the specific provisions of this article.
- 19.2.12 The results of the Employee/Employer Relations Committee meeting shall not invalidate a faculty employee’s right to request a hearing under Education Code Section 87740.

19.3 **PRIOR TO FORMAL REDUCTION IN FORCE**

- 19.3.1 Before the initiation of any formal reduction in force proceedings as described above in Section 19.2, the appropriate VP and immediate administrator shall meet with the faculty employee(s) whose program is subject to reduction or discontinuation.

The purpose of this meeting shall be to discuss whether any of the below alternatives listed as part of this section are available and mutually agreeable. The faculty employee(s) shall have the right to be accompanied by a YFA representative. Subsequent to this meeting, the Board shall approve an assignment

comprised of one or more of the following if, through mutual agreement between the faculty employee(s) and District, any of the below alternatives have been negotiated.

- A. Reassignment under provisions of Article 13. Reassignment may include partial loads in multiple FSAs;
- B. Retraining combined with reassignment (see Article 21)
- C. Transfer under provisions of Article 13;
- D. Multi-work site or multi-college assignments;
- E. Voluntary workload reduction;
- F. Voluntary load donation; (See 19.4 below)
- G. Voluntary workload reduction combined with voluntary load donation;

Other duties beneficial to the District determined through mutual agreement between the District and the affected faculty member(s) and approved by the Board.

19.4 VOLUNTARY LOAD DONATION PROCESS

19.4.1 In order to avoid layoffs, temporary reductions in contracts to faculty within affected programs or service areas who are willing to agree to such reductions may be offered for a period of one year. The Immediate Administrator will solicit these donations and reductions. Combinations of voluntary reductions and donations will be considered to the extent that total FTEF for the affected discipline does not increase.

19.4.2 The load of the RIF faculty member shall not exceed the maximum load of a faculty member who has volunteered a contract reduction to the RIF faculty member to prevent layoff. The RIF faculty member's load may exceed load(s) of members who have contributed load if the contributing member(s) agree(s) in writing.

19.4.3 The voluntary load donation process does not impact faculty seniority. The RIF notice remains in effect. The RIF faculty member, therefore, will receive a one-year temporary contract for the load amount derived through voluntary reduction or donation or a combination of the two.

19.5 LAYOFF EFFECTS

19.5.1 Any laid off faculty may return to teach a partial load in any discipline that they are qualified, based on meeting minimum qualifications or as a result of equivalency at pro rata pay.

- 19.5.2 Library privileges shall be provided to all laid off faculty, comparable to tenured faculty.
- 19.5.3 YCCD shall provide an email account to all laid off faculty for the entire 39 months that they are eligible for reemployment.
- 19.5.4 YCCD shall provide notice of all faculty openings (full or part-time) to laid off faculty before notices or openings are posted or distributed. Such notice shall be provided at least seven (7) calendar days before assignment is opened for applications.
- 19.5.5 YCCD shall provide first consideration for any temporary, non-probationary, or non-permanent faculty openings to all laid off faculty for 39 months, with fourteen (14) working days to accept or reject the assignment. “First consideration” means that the employee meets the Faculty Service Area for the assignment.
- 19.5.6 YCCD shall provide first consideration for any full-time faculty openings (full-load or partial-load) for a period of 39 months, to all laid off faculty, with fourteen (14) working days to accept or reject the assignment.
- 19.5.7 The District shall follow Education Code requirements related to rehire provisions for faculty employees laid off by a reduction in force.
- 19.5.8 In the actual event of Reduction in Force, the Yosemite Faculty Association reserves the right to negotiate additional layoff effects to those in 19.5.1-19.5.8 above.

ARTICLE 20: FACULTY SERVICE AREAS (See Appendix I for FSA Request Form)

- 20.1 The term “Faculty Service Area” means a service or instructional subject area or group of related services or instructional subject areas in which service is performed by faculty. The term “eligibility criteria” refers to criteria by which a faculty member is deemed competent to render service in a faculty service area.
- 20.2 The Faculty Service Area (FSA) process is a negotiated process and is separate from each local Academic Senate’s determined eligibility of qualification for teaching. The FSA only applies in the event of a District-wide reduction in force or program reduction or elimination, allowing the faculty member to bump into a discipline for which they hold the FSA.
- 20.3 Faculty Service Areas shall be aligned with the Disciplines List, as found in the CCCC Minimum Qualifications for Faculty and Administrators in California Community Colleges, current edition. The FSA Committee will convene when modifications occur to this list due to State approved revisions. (See 20.8.3 below)

20.4 The Human Resource Office shall be responsible for maintaining records of Faculty Service Area assignments and shall list each faculty member's approved FSAs in their personnel file.

20.5 ELIGIBILITY CRITERIA FOR FACULTY SERVICE AREAS PRIOR TO 2012-2013

20.5.1 Prior to the 2012-2013 academic year, all full-time tenured or probationary, tenure-track faculty and administrators with faculty tenure within the District shall be initially assigned by the voting members of the Faculty Service Area Committee to one or more Faculty Service Areas. (See Appendix I for FSA Request Form)

20.5.2 To qualify for a Faculty Service Area, an employee must be a full-time tenured or probationary, tenure-track faculty member or an academic administrator with faculty tenure or administrative retreat rights and meet either Criteria A or Criteria B below:

Criteria A:

A1. Meet the California Community College Board of Governors minimum qualifications through appropriate degrees, credentials, or those certifications required by law, or granted equivalencies or possess a valid credential to perform service in the faculty service area.

In addition, faculty must meet one of the following:

A2. Have performed teaching or service in the discipline in the District for a minimum of two semesters; **OR**

A3. Have successfully completed (with a grade of C or better) six semester units or nine CEUs or a combination thereof of upper-division or graduate-level coursework directly related to the discipline within seven years prior to layoff notification; **OR**

A4. For disciplines not requiring a master's degree, meet Criteria A3 above or have had 400 hours of documented work experience directly related to the discipline within seven years prior to layoff notification.

Criteria B:

Teach or provide service in the discipline in the District prior to July 1, 1990 for a minimum of two semesters. All FSAs under this Criteria must be approved prior to July 1, 2013.

20.5.3 An FSA achieved by A3 or A4 above will expire after 7 years.

20.6 INITIAL FACULTY SERVICE AREAS

Beginning 2012-2013, all newly hired faculty members shall be initially assigned to at least one Faculty Service Area upon Board approval of hire. The assignment shall be based upon the faculty member's academic qualifications (meeting of State Academic Senate Minimum Qualifications through appropriate degrees, credentials, or granted equivalencies) and shall be given only for those disciplines for which the faculty member has been hired to teach.

20.7 ASSIGNMENT TO ADDITIONAL FACULTY SERVICE AREAS

20.7.1 Additional Faculty Service Areas may be granted to faculty who meet the eligibility Criteria A above and who complete the FSA Request Form (See Appendix I) and submit it to the appropriate Academic Senate Office by October 1st. The role of the Academic Senate is to verify minimum qualifications of FSA applicants using the CCCCCO Minimum Qualifications for Faculty and Administrators in California Community Colleges, current edition. The Academic Senate will forward its findings to the FSA Committee. The FSA Committee will convene in November of each year and finalize determinations by November 15. The determinations should appear on the December Board of Trustees agenda for Board approval.

20.7.2 Upon Board approval, Human Resources will notify the faculty member, and the additional FSA will be recorded in the faculty member's personnel file. In January of every year, the Association will be provided a complete faculty roster listing FSAs and seniority for all faculty members at both colleges. These lists are public documents and available through the Human Resources office by request.

20.8 CHARGE OF THE FACULTY SERVICE AREA COMMITTEE

20.8.1 The FSA Committee will convene in the first week of each November and will be composed of four voting members (two YFA representatives and two instructional deans or vice presidents), and standing advisory (non-voting) representatives from Human Resources. The MJC Vice President of Instruction, or designee, will chair the FSA Committee. In addition, the two Academic Senates will provide at least one and up to three non-voting discipline specialists (identified in the process outlined in 20.7.1). In case of lack of availability of two YCCD discipline specialists, a discipline specialist from a neighboring YCCD discipline or from a neighboring California community college may be considered. The discipline specialists will advise the FSA Committee as to the validity of the additional FSA requests prior to when the FSA Committee convenes.

20.8.2 The FSA Committee is charged with reviewing all applications for additional FSAs. The FSA Committee's decisions will be made by a majority vote of the voting members of the committee.

20.8.3 The FSA Committee will also convene when revisions occur to the Disciplines List, as found in the CCCCCO Minimum Qualifications for Faculty and Administrators in California Community Colleges, current edition in order to consider impact to

faculty and their FSAs. When any initial FSA is lost due to revisions of the Disciplines List, the FSA Committee will notify affected faculty, who will then be given a two-month window of opportunity to apply for a new FSA. No full-time or probationary, tenure-track faculty shall be terminated due to loss of an FSA caused by a revision of the Disciplines List.

20.9 FACULTY SERVICE AREA APPEALS PROCESS

20.9.1 Any dispute arising from an allegation that a full-time tenured or probationary, tenure-track faculty member has been improperly denied placement in a Faculty Service Area as requested in an application filed by the faculty member shall be classified as a grievance and is subject to the grievance procedure as outlined in Article 25.

20.10 Nothing in this policy is designed to reduce faculty's rights under Ed. Code, Section 87743.

ARTICLE 21: RETRAINING OPPORTUNITY

21.1 In recognition of the District's investment in its tenured faculty, it is the intent of the District and the Association to establish procedures that will facilitate the retention and productive reassignment of tenured faculty. This retraining opportunity will be available in circumstances of reduction in force as determined by Ed. Code (see 19.1.2).

21.2 The need for a reduction in force, therefore, on the basis of declining enrollment, or the decision to eliminate a particular kind of service, shall be determined by each Academic Senate's program viability assessment process pursuant to the established Program Review processes of each college. Faculty retraining should be developed once each Senate task force and/or committee determines that the program be reduced or eliminated.

21.3 CRITERIA FOR RETRAINING

21.3.1 The faculty retraining opportunity shall be limited to the amount of FTEF targeted for reduction in the program.

21.3.2 Where retraining is to be implemented, the appropriate VP and immediate administrator shall first solicit volunteers from the affected program. In the case of multiple volunteers, the retraining offer will be at the discretion of college administrators with consideration of each faculty's current qualifications (see below).

21.3.3 Where there are no volunteers, the faculty member having the least seniority shall be offered retraining.

21.4 CONDITIONS FOR RETRAINING

- 21.4.1 Assumption of retraining shall be voluntary, by mutual written agreement of the President or designee and the faculty member, with the understanding that failure of the faculty member to undertake retraining may culminate in loss of employment with the District. Agreement by the faculty member to undertake retraining shall constitute agreement to comply with the conditions of the approved retraining plan and to assume the designated reassignment upon completion.
- 21.4.2 Under the provision of Article 11.15 in the Faculty Contract, faculty who mutually agree to participate in retraining, shall be granted up to one year of sabbatical leave to achieve the retraining plan. While on sabbatical, all provisions of Article 9 shall remain in effect. Costs of retraining, such as tuition, fees, and books, will be at the faculty member's expense.
- 21.4.3 The District and the Association hereby agree that for each semester of sabbatical leave utilized in any academic year for purposes of retraining, the number of semester sabbatical leaves for the succeeding academic year shall be reduced by the equal amount.
- 21.4.4 Upon completion of retraining, faculty members reassigned into a new discipline will not replace any current full-time faculty member in that program. Retrained faculty will be evaluated during the first year of reassignment.

21.5 **RETRAINING PLAN**

- 21.5.1 Subsequent to the selection and agreement of any faculty member to undertake retraining, the President or designee shall, at the earliest opportunity, convene a meeting with the faculty member and the appropriate immediate administrators to develop a written retraining plan. Upon signed agreement of the parties and formal approval by the President or designee, such agreement shall constitute the approved retraining plan.
- 21.5.2 The retraining plan shall specify, but not be limited to, the following:
- A. The reassignment for which the faculty member is to be retrained and the qualifications required for such reassignment;
 - B. The faculty member's current qualifications;
 - C. The goal of the plan (e.g., upgrading of skills in another discipline the faculty member currently holds minimum qualifications for; completion of minimum qualification requirements in another discipline(s), including work experience; certification, etc.);
 - D. The steps to be taken in accomplishing the goal of the retraining plan (e.g., college or university course work, job training, or other activities consistent with the goal of retraining);

- E. The criteria to be utilized in determining successful completion of each requirement of the plan;
- F. The time frame, not to exceed one year, for completion of the plan;
- G. A copy of the approved retraining plan shall be forwarded to the President or designee, the YFA President, and the Human Resources office.

Any faculty who fails to complete a retraining plan due to circumstances beyond their control must follow the process in Article 9.19-21. Possible reassignment or a revised retraining plan will be developed through mutual agreement.

21.6 RIGHT TO RETURN TO PROGRAM/AREA

- 21.6.1 At the time the determination of the need for retraining is made, the immediate administrator shall establish, for the affected program/area, a base allocation of FTEF. Notice of such determination shall be forwarded, in writing, to all affected faculty members, the YFA President, and the District Office of Human Resources.
- 21.6.2 If the diminished program/area grows, as defined by indicators such as fill rates and waitlists, for four (4) consecutive semesters, to the equivalent of a full-time workload above the base allocation of FTEF above, then:
 - A. Where any faculty member has completed retraining and has been reassigned, the faculty member shall have the right to return to the original program/area;
 - B. Faculty who have been retrained or reassigned have the right to request overload in previous discipline if available.
- 21.6.3 Where the provisions of section 21.6.2 apply, the college President or designee shall provide the faculty member with written notification of the right to return, not later than the fourth week of the semester/term prior to the semester/term for which the faculty member would be entitled to resume assignment within the original program/area.
- 21.6.4 Where the faculty member is so notified and declines, in writing, or fails to respond within thirty (30) calendar days, such action shall constitute a waiver of any return rights under this Article.
- 21.6.5 Where more than one (1) faculty member from a program/area has been reassigned under the provisions of this Article, the right of faculty to return to the original program/area shall be in order of greatest seniority.
- 21.6.6 The provisions of section 21.6.2 notwithstanding, a faculty member may resume assignment within the original program/area without liability to the faculty

member, under such terms and conditions as may be established by mutual agreement of the faculty member and the District.

- 21.6.7 If a discontinued program or service is reestablished within seven (7) years of elimination, the reassigned, current full-time faculty member(s) shall have first right to return to that program or service if they maintain competency as defined by Criteria A or B in Article 20.5 with mutual agreement.

ARTICLE 22: SAFETY CONDITIONS AND SECURITY CAMERAS

- 22.1 The District shall make every reasonable effort to provide employment and working conditions which are as safe as the nature of the employment and assigned duties reasonably permit. A faculty member shall not be required to perform duties under conditions which pose an immediate threat of bodily harm to the faculty member. Faculty members shall be expected to work in a safe manner and report any unsafe conditions of which they become aware.

22.2 INSTALLATION AND MONITORING OF SECURITY CAMERAS

- 22.2.1 The Yosemite Faculty Association will receive an initial list in 2012 of all security cameras currently installed at Columbia College and Modesto Junior College. This list will include each building with security cameras, the number of cameras installed, what the cameras cover, whether the cameras are in proper working condition, and whether or not proper signage for the security cameras is in place.
- 22.2.2 The Yosemite Faculty Association agrees to the installment of security cameras in public areas, which may include entrances to buildings, foyers, stairwells, and hallways. Security cameras in private offices and teaching areas (classrooms, labs, etc.) should not be installed unless mutually agreed to by YFA, the faculty/staff in the area, and District.
- 22.2.3 Each fall semester, the Yosemite Faculty Association will receive new, updated lists of all security cameras installed at Columbia College and Modesto Junior College with the information listed in 22.2.1 above. As any new security cameras are installed within the District, YFA will receive immediate notification.
- 22.2.4 The need to review footage of any security camera must be triggered by an incident report.

ARTICLE 23: ASSOCIATION RIGHTS

23.1 USE OF BUILDINGS AND FACILITIES

In addition to other rights guaranteed in this Agreement, the Association shall have the right to reasonable use of District buildings and facilities subject to conditions of Civic Center Act procedures.

23.2 NOTICES OF ACTIVITIES

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. A courtesy copy of posted material will be provided to the College President and the Chancellor at the time of posting.

23.3 INTRA-DISTRICT MAIL SERVICE

The Association may use the intra-district mail service for communication to its members.

23.4 ACCESS TO DISTRICT PROPERTY

Authorized representatives of the Association shall be permitted access to District property to conduct proper Association business provided that the conducting of such business does not interfere with the duties of District employees.

23.5 ROSTER OF FACULTY MEMBERS

The District shall provide the Association with contact information for faculty members as a list of the following information with each field in its own column for all bargaining faculty members within five (5) days of the first payroll periods of each academic session:

- a. First Name;
- b. Middle Initial;
- c. Last Name;
- d. Suffix (e.g., Jr., III);
- e. Preferred Name;
- f. Job Title;
- g. Department;
- h. Primary Worksite Name;
- i. Hire Date;
- j. Work Telephone Number;
- k. Work Extension;
- l. Home Street Address (incl. apartment #);
- m. Mailing Address (if different);
- n. City;
- o. State;
- p. ZIP Code (5 or 9 digits);
- q. Home Telephone Number (10 digits) (if available);
- r. Personal Cellular Telephone Number (10 digits) (if available);
- s. Personal Email Address (if available)

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available in a database or spreadsheet format. For bargaining unit

faculty who request that their private information not be disclosed to the Association, only items a. through k. listed above shall be disclosed.

23.5.1 A list of the names and information described in 23.5 above for all newly hired full-time and part-time faculty within the bargaining unit, defined in Article 23.9.3 below, shall be provided to the Association within five (5) days of the last payroll of the month in which they were hired.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

23.6 **BOARD AGENDA**

The Association, upon request, shall be provided with three (3) copies of the public Board packet prior to each regularly scheduled Board meeting.

23.7 **DIVISION REPRESENTATION**

The Association shall designate Division/Area representatives and shall notify the District of the names of such designated representatives within thirty (30) days of the execution of this Agreement.

23.8 **REASSIGNED TIME**

23.8.1 **Reassigned Time**

The Yosemite Faculty Association will be provided the opportunity to purchase up to 2.0 reassigned time at the hourly rate of Column IV, Step 8, on the Part-Time/Overload Salary Table.

23.8.2 Faculty members to be reassigned for a fraction or for all of their assignment will be designated by the Association in consultation with the District.

23.8.3 The District shall pay for up to 1.0 FTE for substitutes in order to provide reasonable reassigned time to YFA officers engaged in documentable negotiations and/or grievances.

23.8.4 The District shall pay for the reassigned time for YFA representation up to 1.5 FTE per year.

23.8.5 Reassigned time shall be provided to the Academic Senates at 1.0 FTE for Columbia College, and 1.6 FTE for Modesto Junior College.

23.8.6 The Association has the right to represent faculty members at meetings where disciplinary action may result, if requested by the faculty member.

23.9 NEW FACULTY ORIENTATION

- 23.9.1 The District shall provide the Association with access to its new faculty orientations. The Association shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
- 23.9.2 "New Faculty Orientation" refers to the process by which a newly hired public faculty - whether in person, online, or through other means or media - is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 23.9.3 "Newly Hired Faculty" means any full-time or part-time faculty hired by the District who is still employed as of the date of the new Faculty orientation. It also includes all faculty who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-faculty position) and whose current position has placed them in the bargaining unit represented by the Association.
- 23.9.4 In the event the District conducts group orientations with new faculty, the Association shall have thirty (30) minutes for Association representative(s) to conduct the orientation session.
- 23.9.5 If the District does not conduct an in-person New Faculty Orientation within 30 days of a newly hired faculty's start date, and the new faculty is working in person, the Association shall be entitled to schedule an in-person meeting at the worksite during employment hours, during which newly hired faculty shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. During this meeting, the Association shall be permitted to communicate directly with newly hired faculty in the bargaining unit for up to 30 minutes on paid time.

ARTICLE 24: ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS

- 24.1 All probationary, temporary, regular (tenured), and part-time certificated faculty members represented by the Yosemite Faculty Association may join the membership of the Association in accordance with the current dues.
- 24.2 The District shall implement automatic payroll deductions for all current probationary, temporary, regular (tenured), and part-time certificated faculty Association members in accordance with the District's procedures and the Yosemite Faculty Association's dues.
- 24.3 All probationary, temporary, regular (tenured), and part-time certificated faculty who were members of the Association prior to the U.S. Supreme Court decision in *Janus vs. AFSCME* shall maintain their current membership in the Association. Faculty members of the

Association wishing to withdraw from the membership shall follow the current procedures outlined in the Association's bylaws.

The Yosemite Faculty Association agrees to provide the District with thirty (30) days advance notice of any change in dues following notification of such changes to the Association membership. With respect to all authorized sums deducted by the District for membership dues, the District agrees to promptly remit such monies to the Association along with the alphabetical list of all unit members having dues automatically deducted with their salary.

The Yosemite Faculty Association shall indemnify and hold the District, its members, officers, or agents, individually or collectively, harmless from any and all claims, demands, suits or any other action arising from the organizational security provisions contained herein.

ARTICLE 25: GRIEVANCE AND ARBITRATION PROCEDURE

25.1 GENERAL PROVISIONS

The purpose of this procedure is to provide a prompt and efficient means for the resolution of grievances at the lowest possible administrative level.

25.1.1 A "grievance" is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement.

All other matters and disputes for which there are other means of resolution are beyond the scope of this Agreement. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

25.1.2 A "grievant" may be any member of the unit covered by the terms of this Agreement.

25.1.3 The respondent in all cases shall be the District itself rather than any individual. The District may be represented by an appropriate designee. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

25.1.4 A "day" is a day in which the central administrative office of the District is open for business, with the exception of summer sessions.

25.1.5 Association Right to Grieve

The Association may act as a grievant if they file a grievance concerning the provisions of Article 23: Association Rights, or Article 24: Organizational Security and Dues Deduction. With regard to all other articles of this Contract, except as otherwise provided in Article 27.5, the Association may act as a Grievant only after matter in dispute has been referred to the Employer/Employee Relations Committee

(Article 26) for possible resolution. The Committee shall meet to consider the matter and have a period of thirty (30) days in which to attempt to resolve the issue(s). If a satisfactory resolution should not be obtained through the Committee, the Association shall not be barred from utilizing the grievance procedures as provided for in the following sections of Article 25. Any grievance so carried forward by the Association shall begin at Level II within ten (10) days after termination of the Committee process and proceed in accordance with the subsequent provisions of Article 25.

25.1.6 Failure to Meet Time Limits

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. Except as provided herein if the District fails to respond to the grievance in a timely manner at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievance may proceed to the next step.

25.1.6.1 Time limits may be lengthened or shortened in any particular case only by mutual written agreement.

25.1.6.2 The parties will attempt, in good faith, to adjust time limit problems which occur above Level I as a result of the summer recess.

25.1.6.3 Time-lines incorporated in this procedure shall be automatically extended in the event of multiple grievance filing with the same immediate administrator.

25.1.7 Association Representation

The grievant shall be entitled to representation by the Association at all grievance meetings. In situations where the Association has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter. Ten (10) days will be considered an opportunity in this instance.

25.1.8 Released Time

Grievance meetings will normally be scheduled so as not to conflict with duties. If this is not possible, reasonable release time will be provided the grievant, their Division/Area Representative, or another representative of the Association for purposes of processing the grievance.

25.1.9 Confidentiality

In order to encourage a professional and harmonious disposition of a member's grievance, it is agreed that from the time a grievance is filed until it is processed through the procedure, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

25.1.10 No Reprisal

There shall be no reprisal against a faculty member for filing a grievance or assisting a grievant in this procedure.

25.1.11 Grievance Files

The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievance file shall be kept confidential. All records used in this grievance procedure which may have derived from personnel files maintained by the District, will be returned to those files without indication that they had been used in this grievance procedure.

25.1.12 Group Grievances

Should the Association and the District feel that the significant characteristics of a number of individual grievances or potential grievances are sufficiently alike that it would be in the best interests of time to hear this group of grievances as one, they may mutually agree to do so.

25.2 GRIEVANCE PROCEDURE

25.2.1 Informal Stage

Before filing a formal written grievance, the grievant shall attempt to resolve it through an informal conference with their immediate administrator. If grievant is not satisfied with resolution or no resolution has occurred, a mandatory Employer/Employee Relations Committee (EER) meeting will take place (See Article 26).

The mandatory EER meeting can include grievable and non-grievable issues. An EER shall include a discussion about the specific contract provisions alleged to have been violated, misapplied, or misinterpreted. If not satisfied with an EER resolution, the matter may advance to Level 1 of the formal grievance process.

25.2.2 Formal Stage

Level I - Immediate Administrator

- 25.2.2.1 Within twenty (20) days after the conclusion of the informal process, the grievant must present the grievance in writing to the immediate administrator.
- 25.2.2.2 The written statement shall be a clear, concise statement of the grievance, including the specific contract provisions alleged to have been violated, misapplied, or misinterpreted, the circumstances involved, and the specific remedy sought.
- 25.2.2.3 Either the grievant or the immediate administrator may request a personal conference.
- 25.2.2.4 The immediate administrator shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance and such action will terminate Level I. Failure by the immediate administrator to communicate a written decision to the grievant within the ten (10) day limit will also terminate Level I.

Level II – College President

- 25.2.2.5 If the grievant is not satisfied with the decision at Level I or the District has not made a timely response, the grievant may appeal the decision in writing to their College President or designee within ten (10) days after the termination of Level I.
- 25.2.2.6 The appeal shall include a copy of the original grievance, the decision rendered at Level I, if any, and a clear, concise statement of the reasons for the appeal.
- 25.2.2.7 Either the grievant or the College President or designee may request a personal conference.
- 25.2.2.8 The College President or designee shall communicate a decision to the grievant within ten (10) days after receiving the appeal and such a decision will terminate Level II. Failure by the College President or designee to communicate a written decision to the grievant within the ten (10) day limit will also terminate Level II.

Level III – Chancellor

- 25.2.2.9 If the grievant is not satisfied with the decision of Level II or the College President or designee has not made a timely response, the grievant may appeal the decision in writing to the Chancellor or designee within ten (10) days after the termination of Level II.

25.2.2.10 The appeal shall include a copy of the original grievance, the decisions rendered at lower levels, if any, and a clear, concise statement of the reasons for the appeal.

25.2.2.11 Either the grievant or the Chancellor or designee may request a personal conference.

25.2.2.12 The Chancellor or designee shall communicate a decision to the grievant within ten (10) days after receiving the appeal and such decision will terminate Level III. Failure by the Chancellor or designee to communicate a written decision to the grievant within the ten (10) day time limit will also terminate Level III.

25.3 ARBITRATION PROCEDURE

25.3.1 If the grievant is not satisfied with the decision at Level III, or the Chancellor or designee has not made a timely response, they may request the Association to submit the grievance to advisory arbitration within ten (10) days after the termination of Level III.

25.3.2 If the Association desires to arbitrate the grievance, it shall give written notice to the District within fifteen (15) days after the termination of Level III.

It is expressly understood that the only matters which are subject to advisory arbitration are grievances which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

25.3.3 Selection of Arbitrator

25.3.3.1 Upon timely notice to the District, the Association may submit the grievance to the American Arbitration Association (AAA). The Arbitrator shall be selected pursuant to AAA procedures.

25.3.3.2 Upon mutual agreement of the District and the Association, the arbitration shall proceed under the expedited rules of the American Arbitration Association and the arbitrator shall be notified of the request for expedited arbitration.

25.3.3.3 Without agreement to proceed under expedited arbitration rules, the dispute shall be arbitrated pursuant to the Voluntary Labor Arbitration Association and the provisions of this Agreement. The arbitrator's decisions shall be in writing and shall set forth their findings of fact, reasoning and conclusions of the issued involved.

25.3.4 Motions to Dismiss

If a claim is raised as to the arbitrability of a grievance as a result of a violation of the terms of this Article, such claim shall be ruled on first by the arbitrator. At its option, and without prejudice, the District may have such a claim heard along with the merits of the case.

25.3.5 Limitations Upon the Arbitrator

25.3.5.1 The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement in the respect alleged in the grievance. In determining whether the District has violated, misinterpreted, or misapplied the provisions of Agreement, the arbitrator's standards of review shall include but not be limited to whether the District has acted in an arbitrary, capricious, or discriminatory manner.

25.3.5.2 The Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall they consider it their function to decide any issue not submitted or to interpret or apply the Agreement so as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of the written terms of this Agreement. The arbitrator shall not render any decision or award, merely because in his opinion such decision or award is fair or equitable, if such decision or award changes that which can fairly be said to be the intent of the parties.

25.3.6 Arbitrator's Decision, Board Review

25.3.6.1 The decision of the arbitrator arrived at through the processes noted herein shall be in the form of a written recommendation to the Board of Trustees, with copies to the grievant and the Association President. If neither the Chancellor or Association President files a request to the Board to undertake review of the advisory decision within ten (10) working days of its issuance, or if the Board declines such a request, then the decision shall be deemed adopted by the Board and becomes final and binding on all

parties. If a timely request for review is filed with the Board, by either the Chancellor or the Association President, and accepted by the Board, it shall then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. Within thirty (30) working days after receiving the record, the Board shall render a decision on the matter, which decision shall be final and binding on all parties, except as provided in Section 25.3.6.2. If the Board does not render such a decision within the time specified, then it shall be deemed to have adopted the decision recommended by the arbitrator.

25.3.6.2 Nothing herein shall preclude the grievant from filing a judicial action against the District for breach of this Agreement in a case where the arbitrator's award sustains the grievant and the board subsequently fails to accept such recommendation or makes modification thereto. In such instances, the District shall not assert as a defense that the grievant's utilization of the grievance and arbitration procedure was the only proper remedy for resolution of the grievance. In all other cases (with the exception of a possible unfair practice charge relative to Article 4: Workload), the grievance and arbitration procedure described above is to be the final remedy for any claimed violation, misinterpretation, or misapplication of this Agreement.

25.3.7 Expenses

Each party shall bear the expenses of the preparation and presentation of its own case; all other fees and expenses shall be shared equally by the parties.

ARTICLE 26: EMPLOYER/EMPLOYEE RELATIONS COMMITTEE

26.1 COMMITTEE MEMBERSHIP

To maintain a channel of communication, there shall be a committee established consisting of three (3) members appointed by the Association and three (3) members appointed by the District.

As a second step in the grievance process and for meetings regarding non-grievable issues, membership of the committee may be adjusted by the District and/or the Association, depending on the nature of the issue(s) and the participants involved.

26.2 MEETING SCHEDULE

The committee will meet as required. If either party requests a meeting, the meeting shall be scheduled. The Association will direct requests to the Chancellor's Office; the District will request through the Association president.

26.3 AGENDA

Committee members shall establish the agenda and shall maintain appropriate records of scheduled committee meetings.

26.4 PURPOSE

The purpose of the committee is to a) maintain a channel of communication between the District and the Association and thus provide a forum for discussion between the parties on areas pertinent to employer-employee relations; b) serve as a second informal step in the grievance process; and c) meet and seek resolution of non-grievable issues.

Any outcome(s) resulting from an EER deliberation shall be reported in writing to the Association and District.

26.5 NO INTENT TO CHANGE AGREEMENT

The District and the Association agree that it is not the intent of this Article to change the provisions of this Agreement, nor does this Article supersede the purpose and intent of Article 29: Completion of Meet and Negotiation.

26.6 RELEASED TIME FOR UNIT REPRESENTATION

The YFA will be reimbursed on a per-hour basis for YFA representatives participating in Employer/Employee Relations Committee meetings, or comparable meetings, scheduled by mutual agreement. The reimbursement will be based on the individual representative's current non-instructional hourly rate.

ARTICLE 27: DISTRICT RIGHTS

27.1 POWER AND AUTHORITY

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control in conformance with the law. Included in those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the type and level of service to be provided and the method and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and type of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes; and, take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, classify, evaluate, promote, terminate and discipline employees.

27.2 LIMITATION

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with the law.

27.3 EMERGENCY

An emergency, as referred to herein, shall be considered as a momentous, tragic, sudden event which disrupts the operation of the District. In the event the District declares an emergency exists (and such shall not be done arbitrarily or capriciously) and such action required by an emergency situation impinges on the rights of the Association or its bargaining unit members as stated in this Agreement, such action will be restricted to the period in which the emergency exists. Nothing herein shall preclude the Association from seeking injunctive relief if it feels the District's action is inappropriate in the circumstances.

27.4 RIGHTS NOT WAIVED

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner at a different time.

27.5 GRIEVANCE LIMITATION

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in this Agreement unless such dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 28: SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the parties will support this Agreement for its term and that the Association will not appear before the District's Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process.

ARTICLE 29: COMPLETION OF MEET AND NEGOTIATION

29.1 TOTAL AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement are a true and precise representation of all agreements reached by the parties during this round of meet and negotiation.

29.2 WAIVER OF RIGHT TO MEET AND NEGOTIATION

During the term of this Agreement the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to and covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

29.3 The parties recognize that 29.2 is not a waiver of the District's obligation to bargain prior to making changes to matters within the scope of bargaining.

29.4 This Agreement may be modified by mutual consent of the parties.

ARTICLE 30: MISCELLANEOUS

30.1 DISTRIBUTION OF AGREEMENT

The District will within 45 days after completion of a camera-ready copy of the Agreement provide the Association with a sufficient number of copies of the Agreement for distribution to each faculty member. The District will cover the cost of this task.

30.2 EARLY RETIREMENT OPTIONS

All STRS early retirement options available in Board policy will be applicable to faculty members in the same manner as management personnel.

30.3 Development of Pilot Projects

The YFA agrees to the development of a pilot project(s) on efficiency model(s) to be conducted on a voluntary basis by a college division(s). Any proposed project shall be reviewed and approved by the YFA and the District prior to commencement of the project(s).

ARTICLE 31 – TERM, RENEGOTIATION, AND REOPENERS

31.1 TERM

This agreement shall commence on July 1, 2023, and continue in effect to and including June 30, 2026.

31.2 RENEGOTIATION DURING THE CONTRACT

31.2.1 The parties agree to a mutual reopener during the term of this Agreement on the issues of English composition and creative writing (Article 4 - Workload), Article 6 – Faculty Evaluation (including Appendix C – Evaluation Forms), and Article 7 – Part-Time Faculty. The parties further acknowledge that there is a disagreement

on the operative status quo language for Article 7, which will be addressed in negotiations.

31.2.2 For the duration of this Agreement, it is the intent of the District and the Association to modify the language or processes of this contract through collegial consultation, followed by signed Memoranda of Understanding when necessary.

31.3 REOPENING OF NEGOTIATIONS FOR THE NEXT CONTRACT

31.3.1 The negotiations process for the next contract shall begin no later than the February meeting of the Board of Trustees preceding the ending date of this contract according to Board Policy 7610 and Government Code section 3547.

31.3.2 No later than four weeks following acceptance of the reopening proposals by the Board of Trustees, negotiations shall commence at a mutually acceptable time and place for the purposes of considering proposed modifications or amendments to this Agreement.

31.3.3 The Association shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations.

31.3.4 Either party may utilize the service of an outside consultant to assist in the meet and negotiate process.

ARTICLE 32: SAVINGS PROVISION

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 33: PARKING FEES

A free permit will be provided for carpoolers (2 or more employees).

ARTICLE 34: ACADEMIC FREEDOM, SHARED GOVERNANCE, AND INTELLECTUAL PROPERTY

34.1 Academic Freedom

YCCD and YFA agree that academic freedom is essential to the pursuit of truth in a democratic society and, therefore, for the fulfillment of the educational mission of the District and the ability of faculty members to perform their professional duties. In addition, academic freedom ensures faculty members' rights and obligations of professional autonomy and responsibility. (See District Policy 4030.) The District also recognizes the academic freedom rights of our students. (See District Policy 5-8081)

34.2 Professional Autonomy

Faculty members have the principal right and responsibility to determine the methods of instruction, the planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum and course outline and the educational mission of the District in accordance with state laws and regulations.

34.3 Professional Responsibility

While faculty have the right to present ideas and conclusions, which they believe to be in accord with available evidence, they also have the responsibility to acknowledge the existence of different opinions and to respect the right of others to hold those views. When District employees speak or write as citizens, they should take care to avoid the representation of any personal view as that of the District or its colleges. (See District Policy 4030)

34.4 Shared Governance

Shared governance is a collaborative goal-setting and problem-solving process built on trust and communication. The process involves representatives from appropriate constituent groups who engage in open discussion and timely recommendation in areas of College and District policy development and implementation not specifically restricted by any legal, contractual, or policy parameters. The YFA and Academic Senates will have representation on the District Council and on both College Councils (See A.B. 1725)

34.4.1 District Council

The YCCD District Council meets regularly in order to make recommendations to the Chancellor regarding the existence of needs, the establishment of priorities, and the allocation of resources on a broad, District-wide basis, with the major task of participating actively in the comprehensive planning process. District Council will not involve themselves in the daily administration of the two colleges and central services, nor will it replace the bargaining process.

34.4.2 College Councils

The College Councils of Modesto Junior College and Columbia College shall be organizations through which the collegial governance system of each college is coordinated. Each College Council shall provide consensus recommendations to the College President on matters of college-wide concern and to the College President and other college representatives to District Council on District-wide concerns. Each College Council shall have a definite role in recommending college budget priorities and strategic planning, in determining institutional processes and the charge and membership of certain college committees, and in initiating discussion on issues at District Council.

34.4.3 Shared Governance Documents

Schools, divisions and/or departments shall create shared governance documents that describe the decision-making process and organizational structures within the school/division/department concerning academic and professional matters specified by the Academic Senate as right of the faculty, as well as processes described in the faculty contract. The document should not be considered a policy manual nor contain any items that are contractual in nature. No school/division/department decision can supersede the YFA/YCCD contract. Furthermore, the school/division/department cannot establish policies that abrogate the rights and responsibilities of the administrator. These shared governance documents shall be approved by mutual agreement of the school/division/department faculty and the responsible dean/administrator and shall be reviewed at least every five years.

34.4 Intellectual Property

The YCCD recognizes and encourages the creation of employee-developed works and course materials as an inherent part of the educational mission. It also acknowledges the privilege of District personnel (faculty, staff and students) to prepare, through individual initiative, articles, pamphlets, books, and course materials, that may be copyrighted by and generate royalty income for the author. The parties to this agreement believe that the public interest is best served by creating an intellectual environment whereby creative efforts and innovations are encouraged and rewarded, while still retaining for the YCCD and its learning communities reasonable access to, and use of, the intellectual property for whose creation the YCCD has provided assistance. (See District Procedure 3715)

ARTICLE 35: EMERITUS FACULTY

35.1 Faculty who retire from YCCD with at least ten years of service will be approved by the YCCD Board of Trustees for Emeritus standing and be provided with the following upon request:

An Emeritus faculty ID Card provided by each Office of Instruction, and a YCCD e-mail account provided through the District's IT office.

35.2 Upon presentation of the Emeritus ID card, Emeritus faculty will enjoy the following:

1. Free admission to all regular home games, excluding play-off games.
2. Library privileges comparable to tenured (regular) faculty.
3. All bookstore discounts that are provided tenured (regular) faculty.
4. Free admission to selected theater events as designated by the programs involved.

ARTICLE 36: REASSIGNMENT OF ADMINISTRATORS TO FACULTY RANKS

36.1 INTENT

It is the intent of this article to describe the rights of YCCD faculty members who become administrators in the District and to provide conditions under which educational administrators hired from outside the District may be reassigned to a faculty position. The rights of both of these groups are thoroughly described in Education Code Sections 87454 through 87470. In short, once tenured in the District, a faculty member retains retreat rights throughout his or her employment in the District, while administrator selected from outside the ranks of tenured faculty may, under certain conditions, retreat to a first-year probationary faculty position.

36.2 FACULTY SERVICE AREA

In addition to the conditions listed in Ed. Code, it is incumbent upon the educational administrator to establish at least one Faculty Service Area (FSA). The FSA for a tenured faculty member who becomes an administrator shall be the discipline in which tenure was granted. Educational administrators may establish or add an FSA by following the guidelines established by and obtaining the approval of the Academic Senate of the respective college served by the educational administrator or, in the case of employees of Central Services, by both Academic Senates. Approval of the Academic Senate(s) must be secured in writing prior to any reassignment to that FSA, and the signed document shall then be placed in the educational administrator's personnel file.

36.3 PROFESSIONAL IMPROVEMENT AND RENEWAL PLAN

It is expected that any administrator to be reassigned shall, at a minimum, prepare and present a Proposal of Professional Improvement and Renewal Plan to the Employer/Employee Relations Committee prior to reassignment (see Article 26). It is anticipated that the Proposed Plan shall not involve time away from assigned duties. At least one of the faculty members appointed by the Association to serve on the EER Committee shall be from the FSA to which the administrator is being reassigned, or in the case of no such representative, the Association shall appoint an EER member closely associated with that FSA.

Administrators to be reassigned are exempt from the above expectations if they have been evaluated as faculty members in their FSA within three years of the projected reassignment.

ARTICLE 37: ONLINE EDUCATION

37.1 Definition

For the purposes of this article, Online Education will be defined as any class where any portion of the class is scheduled online. For evaluation purposes, please see Article 6 and Appendix C for definitions.

37.2 Training and Incentives

Prior to teaching online for the first time, faculty shall complete training to teach online or provide evidence of having been trained as described in each college's distance education plan.

Any faculty member who completes local training to teach online shall receive one of the following incentives: 1) academic-equivalent course credit for column advancement on the salary schedule, 2) hours applied towards Professional Time (Article 4) and/or FLEX obligation hours or 3) a stipend, contingent upon funding.

37.3 Initial Online Assignment and Review Incentives

Prior to the start of an online class, faculty teaching online for the first time will have their initial online offering reviewed by the Distance Education Coordinator (see Article 37.8), or their faculty designee, and the new online faculty's immediate administrator. The Distance Education Coordinator may make recommendations for improvement according to best practices for online instruction. In the case of a late teaching assignment, review of the online course shall occur within the first two weeks of the course.

37.4 Training for Review and Evaluation

Any administrator or faculty member asked to review initial online course offerings or evaluate online education classes shall be trained in online education before they review or evaluate.

37.5 Class Size and Load

An online education course shall be assigned a load factor and class size standards on the same basis as a traditional course including large class accommodations and the number of preparations.

37.6 Professional Duties

A faculty member teaching exclusively online in one academic semester shall fulfill all of their assigned duties in accordance with criteria discussed in Appendix C and Article 4.

37.7 Learning Management System (LMS)

Any change to our current LMS must happen with sufficient time to allow faculty to complete needed training.

37.8 Distance Education Coordinator

In order to facilitate quality classes, accessibility for students, and easy navigation, the District will assign, at minimum, one full-time faculty Distance Education Coordinator at each college.

ARTICLE 38: Intentionally left blank

ARTICLE 39: DUE PROCESS AND UNPROFESSIONAL CONDUCT INVESTIGATION PROCEDURES

39.1 Scope

This Article shall apply to District misconduct investigations of Article 2.1 bargaining unit members. This Article shall apply to instances where a bargaining unit member is the subject of a District-initiated unprofessional conduct investigation which results either in an investigatory interview or in findings adverse to the employee. 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.

False accusation determined to have been made with the intent of harming or harassing a faculty member may subject the accuser to disciplinary action. An accusation that is not made in good faith is not protected.

39.2 Mutual Respect for a Fair Process

Fair treatment of all faculty in the District shall be maintained. The Association and the District recognizes that state and federal laws and regulations establish constitutional due process standards, and that California state law supports the rights of the Association and the District to negotiate the due process procedures.

The parties understand and agree that the District has the authority and obligation to investigate complaints, reports and/or other credible information that a faculty member has engaged in alleged unprofessional conduct. The parties further understand and agree that faculty members are entitled to be presumed innocent of wrongdoing during the investigation process and are entitled to protections herein during the investigation process. While individuals have the right to bring forth complaints, faculty have the right to expect that complaints shall be handled fairly. This procedure will ensure a faculty member has the ability to respond to any allegations subject to a District-initiated unprofessional conduct investigation. An unprofessional conduct investigation will not be arbitrary or capricious and shall be guided by the principles of due process and progressive discipline as contained in this Collective Bargaining Agreement.

39.3 Misconduct Investigation Procedures

- A. If a complaint is received by the District, the District may close the matter without further action after the District concludes an initial investigation.
- B. If the District determines that further investigation beyond the initial stage is warranted, the District shall inform the individual against whom allegations have been made (referred to as the Responding Party, or “RP), in writing, of the nature and scope, at least ten (10) business days before an initial meeting with an administrator or investigator. At minimum, unless legally prohibited, a copy of Board Policy 3-8020 and a written detailed summary of the allegations shall be provided, including reference to time(s), date(s) and location(s), individuals involved, specific conduct alleged, and policies alleged to have been violated. The written complaint shall be provided unless otherwise prohibited by law or if such disclosure would compromise the integrity of the investigation, or the safety of a complainant or witness.

These procedures only take effect once the RP is going to be interviewed.

1. If the member authorizes disclosure, all communications to the member regarding the investigation shall be copied to YFA. The District shall provide YFA with the following information within a reasonable amount of time prior to the investigatory interview, unless nondisclosure is authorized under this section:
 - a. A summary of the allegations with as much specificity as possible, based on the information available at the time the notice is given.
 - b. Additional relevant and necessary information requested by YFA in its representation of the faculty member under investigation, except for copies of written complaints.
2. If the member does not authorize disclosure, YFA shall be provided with a copy of the member’s signed Acknowledgement of Rights Form upon request.
3. No findings will be made prior to completion of the investigation, and the investigation will not be closed until after the completion of the employee’s interview, unless the District closes the investigation in compliance to this Article or the employee fails or is unable to participate in the interview.
4. Every effort will be made to complete the investigation within ninety (90) days of when the District first received the complaint or information triggering the investigation, absent the unavailability of the witnesses or complainant.

Where this is not possible, two things will occur:

- a. The faculty member will receive a status update on where the District is in its investigation and when it expects to be completed; and
- b. When YFA represents the faculty member, the District and YFA will have a check-in meeting in person or by telephone.

- C. The RP shall be informed that they have the right to a presumption of innocence and that the burden of proof lies with the District.
- D. The RP shall have the right to have YFA representation present at interviews or hearings at RP's sole expense. Representatives are permitted to be active participants (but not obstruct) any hearings, meetings, or interviews. Recording of any interviews during the investigation shall only be made by mutual consent of the RP and the investigator. All proceedings should be conducted in a respectful and dignified manner.
- E. Prior to the District taking any final disciplinary action against the RP, the District shall provide to the RP any relevant documents, including any final investigative report and notice of the right to respond to the charges, either orally, in writing, or both, prior to the disciplinary action. Such notice will be provided at least ten (10) working days prior to any disciplinary action or hearing. This includes providing the employee, and YFA with the employee's consent, with a copy of the information relied upon to issue the charges.
- F. The hearing officer shall present the written findings to the RP within ten (10) working days.
- G. Any findings of unprofessional conduct may be appealed according to existing procedures.

An unprofessional conduct investigation is a District-initiated investigation of a faculty member alleged to have engaged in unprofessional conduct as defined by the California Education Code, based on information received from a formal or informal complaint made by an identifiable author, a credible report of unprofessional conduct, manager observations, or other credible sources of information. The District shall use the preponderance of evidence standard for unprofessional conduct investigations. An anonymous accusation of specific unprofessional conduct that if true presents a threat to the health or safety of others may also be investigated. However, it is understood that an employee may not be charged based solely on unsubstantiated anonymous claims.

39.4 Additional Notice Requirements Where Member is Placed on Paid Leave

A. Basis for Paid Leave During an Investigation:

It is understood that it is within the District's discretion to place a member on a non-disciplinary, paid administrative leave during the pendency of an unprofessional conduct investigation. However, in exercising this discretion, the District acknowledges that even a non-disciplinary, paid leave can be disruptive and upsetting to an employee who is under investigation. As such, leave shall be imposed only where the District concludes that the alleged conduct includes: (a) acts of retaliation or intimidation; (b) acts of serious dishonesty or the destruction of property; (c) allegations which, if true, present a reasonable concern for the health or safety of others;

(d) allegations which, if true, present a reasonable concern that the member's students are suffering educational harm; or (e) allegations the nature of which require the immediate preservation of physical evidence which may be compromised if the member is not placed on leave.

B. Notice of Leave

- 1. Nonemergency Situation:** At least two business days prior to placing a member on an involuntary, paid administrative leave, the District shall provide the faculty member with written notification of the general nature of the allegations of unprofessional conduct upon which the decision to place the employee on leave is based. The Notice shall also include an explanation that while administrative leave constitutes a directive to stay away from the workplace, it does not apply to the YFA office or areas and events that are open to the public. The Notice may also instruct the member to remain available to the District for questioning during the employee's regular hours of work.
- 2. Emergency Situation:** Where the District concludes that the specific allegations, if true, present a serious risk of physical danger or other necessity, the District may place the member on an immediate, nondisciplinary paid leave without prior notice. In such instance, the notice described in E.2 shall be provided within five business days of the employee being placed on the leave

- C. Status Reporting and Time of Leave:** The District will provide the member with a monthly status report on the progress of the investigation and estimated date of completion. This is a report on timing only and shall not provide details regarding the investigator's activities, witnesses, findings, etc.

The District should complete the investigation within 90 days of placing the member on leave. Where this is not possible, the District shall provide the member with a written explanation as to the reason why, and a reasonable estimate of when the investigation will be completed.

- D. Definition of Non-disciplinary Paid Leave:** Nondisciplinary paid leave includes all compensation and benefits to which the member would have been entitled but for placement on paid leave.

39.5 Investigations Subject to Statutory Deadlines

The parties recognize that various laws and regulations create deadlines by which certain investigations must be completed. These include, but are not limited to, the requirement under Title 5 of the California Code of Regulations that investigations into formal discrimination complaints be completed within 90 days; the requirement under Education Code section 87623 that investigations of members placed on paid administrative leave should be completed within 90 days; and the requirement under Title IX that complaints of sexual misconduct be completed within 60 days.

The parties acknowledge that such deadlines place additional responsibilities on the parties. The District is responsible for conducting the investigation as promptly as reasonably possible, and not unnecessarily delay completion on the basis that the statutory or regulatory deadlines are being met. The member and YFA have a heightened responsibility to cooperate in making the member and a representative available for the member's interview.

39.6 Closure of Investigation

A. Investigations Where Allegations are Not Sustained

The member shall be provided with written notice that the allegations have not been sustained and confirmation that nothing related to the allegations or investigation will be placed in the employee's personnel file. The notice will not include a copy of the investigation report. If the District closes an investigation prior to sending an Employee Notification Packet and conducting an investigatory interview of the employee, no notice under 39.6.A is required.

Records related to unsustained allegations, including the investigation report shall be maintained in a separate investigation file in a secure location by the Office of Human Resources and apart from the employee's personnel file for the period required by law.

B. Investigations Where Some or All of the Allegations are Sustained

The member shall be provided with written notice summarizing the findings as to each allegation and whether or not it was sustained. The member shall also be provided with a copy of the investigation report under the following circumstances:

1. If the employee is issued a Notice of Charges in connection with a dismissal or suspension or demotion of a part-time faculty member with Offer Rights, the investigation report shall be attached to the Notice. In extenuating circumstances, the District may redact portions of the Report so long as it provides notice of redaction to YFA and meets and confers on request.
2. If the District does not seek dismissal or suspension, but nevertheless intends to place the report in the member's personnel file or rely on it for a written reprimand or disciplinary transfer, it shall provide the member with a copy of the report and notice of placement of derogatory information in the personnel file. In such case, the member may attach a response.

39.7 Statutory Rights to Information and Documents

Nothing in this Article shall waive or supersede the District's, YFA's or a faculty member's right to request and receive information and documents as allowed by the EERA, Education Code or other law.

ARTICLE 40: DISCIPLINE

40.1 Statutory Authority

A contract or regular employee may be dismissed or penalized in accordance with the provisions as outlined in Education Code Section 87660-87683.

40.2 Definitions of Progressive Discipline

When problems arise in the performance of assigned duties, responsibilities, and/or professional conduct expected of a faculty member covered by Article 40, the District will make reasonable attempts to assist the faculty member in correcting those problems through the application of progressive discipline

40.2.1 Informal discipline shall include verbal counseling, written warnings, and other lower-level admonitions that are kept in the immediate administrator's office and not placed in the faculty member's personnel file.

40.2.2 Improvement Plan. Ninety (90) day notice to correct deficiencies related to unprofessional conduct and/or unsatisfactory performance. The faculty member's most recent evaluation shall be attached, and the ninety-day notice and relevant attachments shall be placed in the faculty member's official personnel file. The ninety-day notice shall contain a notice of the faculty member's right to prepare a written response within ten (10) working days following receipt of the ninety-day notice. If received within ten (10) working days, the faculty member's written response shall be attached to the ninety-day notice and shall be placed in the faculty member's official personnel file. (Education Code Sections 87734, 87031)

40.2.3 Formal discipline shall be issued for cause as described in 40.3 and includes written reprimand, suspension without pay, or dismissal, the documentation of which is shall be placed in the faculty member's official personnel file.

40.2.4 Right of Response

A faculty member has the right to respond in writing, within ten (10) working days, of receipt of a letter of reprimand or notification of derogatory information being placed in their personnel file and shall have their response attached and placed in their personnel file.

40.3 Grounds for Discipline

A contract or regular employee may be disciplined for one or more of the grounds set forth in Education Code Section 87732 including:

- Immoral or unprofessional conduct
- Dishonesty
- Unsatisfactory performance
- Evident unfitness for duty
- Physical or mental condition making the faculty member unfit to instruct or associate

- with students
- Persistent violation of or refusal to obey the school laws of the state or reasonable regulations of the Board of Governors or Trustees, or a
- Conviction of a felony or crime involving moral turpitude.

40.4 **Disciplinary Action**

The level of discipline will be proportionate and appropriate to the alleged cause for discipline in consideration of extenuating and mitigating factors, and the faculty member's past history of conduct and performance.

In issuing discipline, the District will take into consideration the totality of circumstances including but not limited to:

1. Whether there has been a fair investigation of the allegations of misconduct;
2. Response(s), verbal and written, from the faculty regarding the alleged incident.

40.5 **Grievability**

Informal discipline, ninety-day notices and written reprimands shall not be subject to the grievance procedures outlined in Article 25.

40.6 **Arbitration**

Pursuant to Ed Code 87737 the faculty member shall have 30 days from the date of service of a notice of suspension or intention to dismiss to request a hearing in the case.

The Arbitrator will be jointly selected by the District and YFA using a mutual strike process.

APPENDIX A-1: FULL-TIME CERTIFICATED SALARY SCHEDULES

YOSEMITE COMMUNITY COLLEGE DISTRICT CERTIFICATED SALARY SCHEDULE 2024-2025 5.3123% Effective Fall 2024						
		Column I	Column II	Column III	Column IV	Column V
Academic Placement or Vocational Placement		MA BA+2 yrs. Exp. or AS+6 yrs. Exp.	MA+12 or BA+48	MA+24 or BA+60	MA+36 or BA+72	DOCTORATE
Step No.						
A	1	69,893	73,069	76,246	79,422	82,359
B	2	72,735	76,041	79,346	82,653	85,589
C	3	75,578	79,014	82,449	85,884	88,820
D	4	78,423	81,986	85,553	89,116	92,052
E	5	81,266	84,962	88,654	92,348	95,284
F	6	84,108	87,929	91,753	95,574	98,511
G	7	86,951	90,902	94,855	98,807	101,742
H	8	89,791	93,873	97,955	102,037	104,973
I	9	92,635	96,847	101,057	105,269	108,205
J	10	95,479	99,820	104,159	108,500	111,435
K	11	98,323	102,793	107,262	111,730	114,667
L	12	99,209	103,718	108,228	112,736	115,673
M	13	100,092	104,642	109,192	113,741	116,678
N	14	101,566	106,183	110,799	115,416	118,353
O	15	102,752	107,423	112,092	116,764	119,700
P	16	103,637	108,347	113,056	117,769	120,705
Q	17	105,095	109,872	114,649	119,426	122,364
R	18	106,293	111,124	115,954	120,787	123,723
S	19	107,179	112,050	116,921	121,794	124,730
T	20	108,630	113,568	118,505	123,443	126,378
U	21	109,836	114,829	119,822	124,814	127,750
V	22	110,721	115,753	120,788	125,819	128,757
W	23	112,161	117,260	122,359	127,456	130,392
X	24	113,379	118,533	123,686	128,840	131,776
Y	25	114,815	120,034	125,254	130,472	133,410

Personnel new to the District are limited to a maximum 10th step placement based on previous experience.

**YOSEMITE COMMUNITY COLLEGE DISTRICT
 CERTIFICATED SALARY SCHEDULE - COUNSELORS (180 DAYS)
 2024-2025 5.3123%
 Effective Fall 2024**

		Column I	Column II	Column III	Column IV	Column V
Academic Placement or Vocational Placement		MA BA+2 yrs. Exp. or AS+6 yrs. Exp.	MA+12 or BA+48	MA+24 or BA+60	MA+36 or BA+72	DOCTORATE
Step No.						
A	1	71,890	75,156	78,425	81,692	84,629
B	2	74,813	78,212	81,613	85,013	87,949
C	3	77,738	81,271	84,805	88,338	91,274
D	4	80,663	84,330	87,996	91,663	94,599
E	5	83,588	87,388	91,188	94,987	97,924
F	6	86,509	90,442	94,374	98,306	101,242
G	7	89,433	93,499	97,564	101,630	104,566
H	8	92,358	96,557	100,755	104,953	107,889
I	9	95,282	99,613	103,944	108,276	111,212
J	10	98,207	102,672	107,134	111,598	114,536
K	11	101,131	105,728	110,327	114,924	117,859
L	12	102,043	106,681	111,319	115,956	118,894
M	13	102,952	107,632	112,312	116,991	119,928
N	14	104,468	109,217	113,965	118,714	121,649
O	15	105,689	110,493	115,297	120,101	123,037
P	16	106,597	111,442	116,289	121,133	124,069
Q	17	108,097	113,011	117,926	122,838	125,774
R	18	109,329	114,299	119,268	124,238	127,174
S	19	110,239	115,250	120,261	125,272	128,209
T	20	111,732	116,811	121,890	126,968	129,904
U	21	112,974	118,110	123,245	128,380	131,317
V	22	113,886	119,063	124,239	129,416	132,351
W	23	115,367	120,611	125,855	131,099	134,035
X	24	116,618	121,919	127,219	132,521	135,457
Y	25	118,095	123,463	128,833	134,199	137,137

Personnel new to the District are limited to a maximum 10th step placement based on previous experience.

YOSEMITE COMMUNITY COLLEGE DISTRICT
CERTIFICATED SALARY SCHEDULE - AG INSTRUCTORS (195 DAYS)
2024-2025 5.3123%
Effective Fall 2024

		Column I	Column II	Column III	Column IV	Column V
Academic Placement or Vocational Placement		MA BA+2 yrs. Exp. or AS+6 yrs. Exp.	MA+12 or BA+48	MA+24 or BA+60	MA+36 or BA+72	DOCTORATE
Step No.						
A	1	77,880	81,420	84,960	88,500	91,436
B	2	81,046	84,730	88,414	92,098	95,034
C	3	84,216	88,044	91,872	95,700	98,636
D	4	87,384	91,356	95,328	99,301	102,237
E	5	90,554	94,670	98,786	102,902	105,839
F	6	93,719	97,979	102,238	106,498	109,435
G	7	96,887	101,291	105,695	110,099	113,035
H	8	100,055	104,603	109,151	113,699	116,635
I	9	103,222	107,914	112,606	117,298	120,235
J	10	106,391	111,227	116,063	120,899	123,835
K	11	109,560	114,540	119,520	124,500	127,436
L	12	110,547	115,572	120,596	125,621	128,558
M	13	111,532	116,601	121,671	126,741	129,677
N	14	113,174	118,318	123,462	128,607	131,543
O	15	114,496	119,700	124,905	130,109	133,046
P	16	115,480	120,729	125,978	131,228	134,164
Q	17	117,107	122,430	127,753	133,076	136,013
R	18	118,441	123,824	129,208	134,591	137,528
S	19	119,427	124,855	130,284	135,712	138,648
T	20	121,044	126,546	132,048	137,550	140,486
U	21	122,389	127,952	133,515	139,078	142,015
V	22	123,376	128,984	134,592	140,200	143,136
W	23	124,980	130,661	136,342	142,023	144,959
X	24	126,336	132,079	137,821	143,564	146,500
Y	25	127,938	133,754	139,569	145,384	148,321

Personnel new to the District are limited to a maximum 10th step placement based on previous experience.

APPENDIX A-2: CERTIFICATED PART-TIME/OVERLOAD SALARY SCHEDULES

<p align="center">YOSEMITE COMMUNITY COLLEGE DISTRICT CERTIFICATED PART-TIME FACULTY/OVERLOAD HOURLY RATE OF THE DAILY SALARY SCHEDULE (FROZEN) 2023-2024 2.3484% Effective Fall 2023</p>					
	Column I	Column II	Column III	Column IV	Column V
Academic Placement or Vocational Placement	MA BA+2 yrs. Exp. or AS+6 yrs. Exp.	MA+12 or BA+48	MA+24 or BA+60	MA+36 or BA+72	DOCTORATE
Step No.					
1	55.31	57.82	60.33	62.85	65.17
2	57.55	60.17	62.79	65.40	67.72
3	59.81	62.53	65.25	67.96	70.29
4	62.06	64.88	67.70	70.52	72.84
5	64.31	67.23	70.15	73.08	75.40
6	66.56	69.58	72.61	75.63	77.95
7	68.80	71.93	75.06	78.18	80.51
8	71.05	74.28	77.51	80.74	83.07
9	73.30	76.64	79.97	83.30	85.62
10	75.55	78.99	82.42	85.86	88.18
11	77.80	81.34	84.88	88.41	90.74
12	78.50	82.07	85.64	89.21	91.53
13	79.20	82.80	86.40	90.00	92.33
14	80.37	84.02	87.68	91.33	93.65
15	81.31	85.01	88.70	92.40	94.72
16	82.01	85.74	89.46	93.19	95.51
17	83.16	86.94	90.72	94.50	96.83
18	84.11	87.93	91.76	95.58	97.90
19	84.81	88.67	92.52	96.38	98.70
20	85.96	89.87	93.77	97.68	100.01
21	86.92	90.87	94.82	98.77	101.09
22	87.62	91.60	95.58	99.56	101.89
23	88.76	92.79	96.82	100.86	103.18
24	89.72	93.80	97.87	101.95	104.28
25	90.85	94.98	99.11	103.24	105.57
Non-Instructional faculty hired before January 2016					

**YOSEMITE COMMUNITY COLLEGE DISTRICT
 CERTIFICATED PART-TIME FACULTY/OVERLOAD NON-INSTRUCTIONAL HOURLY SALARY
 SCHEDULE (FROZEN)
 2023-2024 2.3484%
 Effective Fall 2023**

	Column I	Column II	Column III	Column IV	Column V
Academic Placement or Vocational Placement	MA BA+2 yrs. Exp. or AS+6 yrs. Exp.	MA+12 or BA+48	MA+24 or BA+60	MA+36 or BA+72	DOCTORATE
Step No.					
1	63.20	66.09	68.95	71.82	74.48
2	65.78	68.76	71.76	74.75	77.41
3	68.35	71.45	74.55	77.66	80.32
4	70.93	74.14	77.38	80.59	83.25
5	73.50	76.83	80.17	83.51	86.16
6	76.07	79.52	82.97	86.43	89.08
7	78.63	82.21	85.79	89.35	92.00
8	81.20	84.89	88.58	92.28	94.93
9	83.77	87.58	91.39	95.19	97.85
10	86.35	90.27	94.20	98.12	100.78
11	88.91	92.96	97.01	101.05	103.70

Non-Instructional faculty hired from 2016 – June 30, 2024

**YOSEMITE COMMUNITY COLLEGE DISTRICT
 CERTIFICATED PART-TIME FACULTY/OVERLOAD INSTRUCTIONAL HOURLY SALARY
 2024-2025 5.3123%
 Effective Fall 2024**

	Column I	Column II	Column III	Column IV	Column V
Academic Placement or Vocational Placement	MA BA+2 yrs. Exp. or AS+6 yrs. Exp.	MA+12 or BA+48	MA+24 or BA+60	MA+36 or BA+72	DOCTORATE
Step No.					
1	71.89	75.17	78.43	81.69	84.71
2	74.81	78.20	81.62	85.02	88.04
3	77.74	81.27	84.79	88.33	91.36
4	80.67	84.32	88.01	91.66	94.69
5	83.60	87.39	91.18	94.98	97.99
6	86.52	90.44	94.37	98.30	101.32
7	89.43	93.51	97.57	101.63	104.64
8	92.36	96.55	100.75	104.95	107.97
9	95.28	99.61	103.94	108.27	111.29
10	98.21	102.67	107.14	111.60	114.62
11	101.12	105.73	110.34	114.93	117.95

Part Time Faculty office hours are paid at a flat rate of \$30 per hour

**YOSEMITE COMMUNITY COLLEGE DISTRICT
 CERTIFICATED PART-TIME FACULTY/OVERLOAD NON-INSTRUCTIONAL HOURLY SALARY
 2024-2025 5.3123%
 Effective Fall 2024**

	Column I	Column II	Column III	Column IV	Column V
Academic Placement or Vocational Placement	MA BA+2 yrs. Exp. or AS+6 yrs. Exp.	MA+12 or BA+48	MA+24 or BA+60	MA+36 or BA+72	DOCTORATE
Step No.					
1	49.92	52.19	54.46	56.73	58.83
2	51.95	54.32	56.68	59.04	61.14
3	53.98	56.44	58.89	61.35	63.44
4	56.02	58.56	61.11	63.65	65.75
5	58.05	60.69	63.32	65.96	68.06
6	60.08	62.81	65.54	68.27	70.37
7	62.11	64.93	67.75	70.58	72.67
8	64.14	67.05	69.97	72.88	74.98
9	66.17	69.18	72.18	75.19	77.29
10	68.20	71.30	74.40	77.50	79.60
11	70.23	73.42	76.62	79.81	81.91

Part Time Faculty office Hours are paid at a flat rate of \$30 per hour

Non-Instructional faculty hired on or after July 1, 2024

APPENDIX A-3: COACHING STIPENDS

YCCD Athletic and Forensics coaches shall receive additional compensation in the form of a stipend in the following manner:

Athletic Coaches/One Sport:	4% of base salary
Athletic Coaches/Two Sports:	Additional 2% of base salary
Athletic Trainer:	6% of base salary
Head Football Coach:	6% of base salary

The above Athletic coaching stipends come with the expectation that Athletic coaches will meet the annual minimum contest/meet dates as outlined by the California Community College Athletic Association Constitution and Bylaws.

Forensics Coach: **2% of base salary**

The above stipend requires 5-10 team members, travel to 3-5 forensics events per year, and active participation in fundraising activities.

4% of base salary

The above stipend requires 11 + team members, travel to 5-8 events per year, and active participation in fundraising activities.



APPENDIX A-4

**YCCD-YFA Approved Guidelines for Professional Improvement Requests (Personnel—
Certificated)**

These guidelines are to be followed for writing a Professional Improvement Proposal and Post Activity Report for the approval of units or equivalent activities in order to move across the salary schedule. Each proposal must be signed and recommended by the immediate administrator, who will forward the proposal to the Vice President of Instruction/Student Learning/Student Services, or their administrative designee, for final approval. The quality of the proposal, the project itself, and the final Post Activity Report should represent a standard of scholarship appropriate to the applicant’s status as an instructor at YCCD. Any activity for which the cost is reimbursed by the District will not be approved for salary advancement. Activities or academic course work completed while on sabbatical will be the exception.

Procedural Steps:

1. Any activity or course units to be used to move horizontally across the salary schedule must have prior approval to guarantee the applicant receives credit. (See exception to this rule in #9 below).
2. The request must take the form of a Professional Improvement Proposal and must follow the attached format.
3. The request must first be signed by the immediate administrator for recommendation to the Vice President of Instruction/Student Learning/Student Services for approval.
4. The request must be approved by the Vice President of Instruction/Student Learning/Student Services, or their administrative designee, who will forward the Professional Improvement Proposal to Human Resources where unit value for activities will be assigned. The applicant will be notified as to the status of their request within ten business days.
5. All Professional Improvement Proposals must be evaluated and the faculty member notified by the Vice President of Instruction/Student Learning/Student Services, or their administrative designee, within ten business days of the immediate administrator’s signature or the request will be automatically approved.
6. Once approved, the request will be placed on hold at Human Resources for a period of two years and then will expire. Professional Improvement Proposals must be completed during that two-year time period.
7. Proof of completion of all Professional Improvement Proposals through a Post Activity Report (see attached guidelines), must be submitted to the immediate administrator for certification of completion and forwarded to the appropriate VP for signature. All materials will be forwarded to Human Resources following certification of completion and VP signature. Transcripts should be sent directly to Human Resources.
8. Transcripts or a Post Activity Report must be submitted to Human Resources no later than August 1st in order to receive unit credit for the upcoming academic year. NOTE: If a course you are attending for credit ends in August after the August 1st deadline, please notify Human Resources by August 1st.
9. Professional Improvement Proposals for course work or activities completed during the academic year without prior approval may be submitted for approval in the month of April each year. This window of opportunity for post-approval will open April 1st and close April 30th of each year.

* * * * *

Appeals Process:

Should the Vice President of Instruction/Student Learning (or their administrative designee) or the immediate administrator not approve the Professional Improvement Proposal or certify the work completed, they must notify the faculty member and the Yosemite Faculty Association in writing and submit a rationale. The applicant may appeal the decision for reconsideration at the appropriate level, at which time the faculty member may be represented by the Yosemite Faculty Association.

Approved Activities for Professional Improvement Proposals:

In general, Professional Improvement Proposals may include activities, travel (which shows the relationship of the proposed travel experience to the professional growth of the applicant), and work experience that may be related to the faculty member's assignment and/or provide enhancement of the faculty member's skills, and/or improve the ability to effectively interact with and serve the student population, and/or improve the ability of the faculty member to advance the goals of the college/District: "to employ faculty who bring to their department, division, and campus breadth and depth of knowledge, pedagogical effectiveness and life experiences that will enrich their disciplines and stimulate learning" (see Appendix C-1 in the Faculty Contract). Acceptable professional improvement activities are limited to the following categories:

1. Formal academic work, for example, taking academic courses for credit in a course of study.
2. Continuing Education Units (CEUs). A CEU is a unit of measurement used throughout the United States by educational institutions to record participation in non-credit educational programs. One CEU is awarded for each "ten hours of participation in an organized/formal continuing education program."
3. Cross-disciplinary work, for example, broadening one's research background or study in fields of instruction in areas other than one's discipline that clearly contributes to improving the faculty member's skills for his or her assignment at the college.
4. Undertaking pedagogical courses of study or other activities to improve specific teaching techniques or methods.
5. Non-academic work, which may include employment, cultural or civic work related to one's assigned teaching field.
6. Instructional related travel.
7. Completion of a research or grant project, scholarly writing, or an activity related to the applicant's assigned field and its publication, including conference presentations, may be considered even if no college credit is given.
8. Time spent in the development of personal skills or programs that would be of great benefit to the District but that are outside the usual program development duties and responsibilities that faculty are expected to actively engage in.

Criteria for Converting Activities into Unit Values:

Criteria for converting activities other than academic course work into semester units, up to a maximum of six units per column advancement, shall be based on the following:

1. Continuing Education Units will be counted as academic course work. A maximum of six units of earned CEU's can be combined with up to six units of professional improvement activities per column advancement. The CEU conversion formula = 1 semester unit for 5.4 CEU's.
2. Academic work activity (which includes private instruction, publication, research or grant work, conferences) = 1 semester unit for 54 hours of work.

3. Nonacademic work activity (which may include such activities as related employment, cultural or civic work, etc.) = 1 semester unit for 80 hours of work.
4. Instructional related travel = 1 semester unit for 80 hours of documented travel, up to a maximum of 8 hours a day. (Professional Improvement Proposal must show relationship between the proposed travel experience and the professional growth)
5. Personal skill or program development outside normal duties and responsibilities = 1 semester unit for 80 hours of documented time.

APPENDIX A-5: Request for Professional Improvement Activity

Name of Applicant: _____ Date of Request: _____

Please Check One:

- Formal Academic Coursework (1, 3, 4)—Complete Sections 1 & 3; Transcript Required
 Continuing Education Units (CEUs) (2)—Complete Sections 1 & 3; Transcript Required
 Non-Academic Work (5)—Complete Section 2 & 3; Post-Activity Report Required
 Instructional Related Travel (6)—Complete Section 2 & 3; Post-Activity Report Required
 Research or Grant Project (7)—Complete Section 2 & 3; Post-Activity Report Required
 Development of personal skills/programs (8)—Complete Section 2 & 3; Post-Activity Report Required

Reminders:

1. Request for Professional Improvement Activity must have prior administrative approval. EXCEPTION: Professional Improvement Proposals for course work or activities completed during the academic year can be submitted for post-approval each April. (See #9 under Procedural Steps). A Post Activity Report should be submitted along with the proposal.
2. After completion of work, a transcript or Post Activity Report must be submitted to your immediate administrator for approval and then to Human Resources by August 1st for units to be credited for that academic year.
3. Approval forms for incomplete activities will be kept on file for two years only.

Section 1—Academic Course Work or Continuing Education Units

Name and Number of Course: _____

Units: (Semester) ____ or (Quarter) ____ CEU ____ College or University: _____

Beginning Date of Session: _____ Ending Date of Session: _____

Section 2—Professional Improvement Activity

Brief Description of Project: _____

Expected Number of Hours to be Spent in Activity: _____ (exact number of hours calculated in post-proposal report)

Beginning Date of Project: _____ Ending Date of Project: _____

Section 3—Description of Academic Coursework or Professional Improvement Activity

Attach a one page brief narrative outlining how this activity will enhance your effectiveness in the classroom (see attached guidelines for specific requirements).

Section 4—Pre-Approval Signatures

Applicant's Signature: _____ Date: _____

Administrative Approval / Division Dean: _____ Date:

Vice President: _____ Date:

Section 5—Certification of Completion Signatures (transcript and/or post activity report required)

Administrative Approval / Division Dean: _____ Date:

Vice President: _____ Date:

Human Resources Only:
Professional Improvement Projects Only: Proposed Hours _____ = _____ units (Time must be validated in Report)
Date approved copy sent to applicant: _____ Date transcript or report received: _____

Guidelines for Request for Professional Improvement Proposal Narrative
(Section 3)

General:

- Narrative should be up to one page, single-spaced, 12 pt. Times New Roman font.
- At the top of the narrative, please include the name of applicant, date of request, and title for request.

Contents:

- Provide a detailed description of the activity you are proposing to undertake.
- Please address the following questions in your narrative:
 - How does the activity or course relate to the discipline you teach?
 - How will the activity or course enhance your effectiveness in the classroom?
 - What specific aspects of the curriculum in your discipline or pedagogy that you employ or would like to incorporate will the activity or coursework address?
 - If proposing an activity (rather than coursework), exactly how will you spend the hours proposed in Section 2 of the Request for Professional Improvement Activity form?
 - What proposed evidence do you hope to gather to support your activity when complete?

NOTE: A binder of examples of approved Professional Improvement Proposals is available in the YFA office.

* * * * *

Guidelines for Post-Activity Report of Professional Improvement Activity

General:

- Narrative should be up to one page, single-spaced, 12 pt. Times New Roman font.
- At the top of the narrative, please include the name of applicant, date of request, and title for request.

Contents:

- Reflect on the Professional Improvement Activity in a brief narrative.
- Please address the following questions:
- Did the activity provide the desired information or insight into the discipline you teach that you anticipated? How so?
- How exactly will you incorporate the information or pedagogy into your curriculum or teaching philosophy?
- Did you spend the proposed number of hours on the activity? If you spent more time, please explain exactly why the activity took more time than anticipated.
- Exactly how did you spend the hours you proposed in Section 2 of the Request for Professional Improvement Activity?

Evidence:

- Evidence should be provided commensurate with proposed length or extent of activity or project.
- Evidence might include one or more of the following items:
- Original tapes, slides, or syllabi to supplement current course materials;
- Copies of paper(s), article(s), book(s), bibliography(ies), or artwork created;
- Receipts and/or itineraries, annotated guidebooks, plane tickets, photographs, journal entries;
- Paychecks, evaluation reports, letters from management or supervisor(s) or supporters.

***NOTE:** A binder of examples of approved Post Activity Reports is available in the YFA office.*

APPENDIX B: CLASS CAPACITY DETERMINATION PROCESS & FORM

Article 4.10 “Class capacities will be set in a manner which honors the pedagogy of individual disciplines, promotes a safe classroom environment, complies with external mandates (e.g. Nursing regulations) and encourages fiscal sustainability. This article is designed to establish consistency within and between the colleges regarding class capacities.” The capacity of every course is the same regardless of teaching modality as stated in **Article 37.5-Class Size and Load** of the YCCD/YFA Contract and [Title 5 Section 55208\(c\)](#).

Per Article 4.10 of the YFA Contract, class capacities shall be established for each **new course** prior to it being considered by a Curriculum Committee. The same process applies to modify class capacity for an existing course. Follow the steps below:

1. Requesting Faculty confer with their dean to notify them that the process is starting.
2. The lead faculty member or dean’s office schedules a meeting for a work group that typically would include the originating faculty member, their dean, and their counterparts at the other college.
3. At the conclusion of the meeting, the originating faculty or dean’s office circulates the form for work group member signatures. **Rationale must be attached to the form.**
4. The originating faculty member submits the completed, signed form to the YFA Office via email: yfa@yosemite.edu. YFA will typically forward completed forms to the appropriate college within two business days.
5. New and updated course capacities are effective with the next curriculum cycle.

Contact the Instruction Office and/or the YFA Office with questions.

Size Determination Criteria

Mandate or Regulation

- Ability to comply with specific accreditation or relevant external requirements and standards (A specific reference source must be provided.)

Safety Considerations

- Ability of faculty to effectively supervise students (especially in lab-related courses)
- Ability of faculty to teach, monitor, and correct student skill levels (especially CTE)
- Ability of faculty to effectively serve students in the event of an accident as a result of student performance

Pedagogy

- Ability to effectively follow the COR as approved
- Ability to maintain appropriate rigor of course requirements
- Ability to effectively assess summative and formative outcomes
- Ability to effectively determine the originality or authenticity of student work
- Ability to maintain effective interaction with students
- Ability to work with individual students
- Ability to monitor the collaborative work of student groups
- Ability to properly address the various skill levels of students



Requestor: _____

Origination Date: _____

Requesting College(s): Columbia _____

MJC _____

Division(s)/School(s): _____ Discipline(s): _____

Workgroup Members. Include Name & Title

Columbia Faculty: _____ Columbia Administrator _____

MJC Faculty: _____ MJC Administrator _____

Attach Rationale: Provide a rationale for this decision based on (1) **mandate** or **regulation** (a reference source must be provided); (2) **safety conditions**; and/or (3) **pedagogy**. Base your rationale on the size determination criteria listed in the process directions.

Columbia College Courses					
Course	Title	Units	Lecture Hrs ¹	Activity Hrs ¹	Lab Hrs ¹
Modesto Junior College Courses					
Course	Title	Units	Lecture Hrs ¹	Activity Hrs ¹	Lab Hrs ¹

Class capacity for each course listed above shall be _____ students, regardless of teaching modality.

MJC Faculty: _____
Sign and Date

MJC Administrator _____
Sign and Date

CC Faculty: _____
Sign and Date

CC Administrator _____
Sign and Date

¹ Use hours as listed on the course outline of record

² Add additional courses on back if necessary

Rationale (Enter below or attach separate document)

Columbia College Courses – continued (if needed)					
Course	Title	Units	Lecture Hrs¹	Activity Hrs¹	Lab Hrs¹
Modesto Junior College Courses – continued (if needed)					
Course	Title	Units	Lecture Hrs¹	Activity Hrs¹	Lab Hrs¹

APPENDIX B-2: CLASS SIZE CAPACITY

To ensure compliance with the CBA, the updated “snapshots” of Class Capacities for MJC and Columbia College are currently being verified by YCCD and YFA. This page will be replaced with the updated snapshots once the verification of all class sizes is completed.

Until such time as the updated and verified snapshots are placed here, the 2020-2023 Appendix B class capacity snapshots, and any subsequent YFA/YCCD verified updates, remain in effect.

APPENDIX B-2: CLASS SIZE CAPACITY (CONTINUED)

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APPENDIX B-2: CLASS SIZE CAPACITY (CONTINUED)

To ensure compliance with the CBA, the updated “snapshots” of Class Capacities for MJC and Columbia College are currently being verified by YCCD and YFA. This page will be replaced with the updated snapshots once the verification of all class sizes is completed.

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APPENDIX B-2: CLASS SIZE CAPACITY (CONTINUED)

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Until such time as the updated and verified snapshots are placed here, the 2020-2023 Appendix B class capacity snapshots, and any subsequent YFA/YCCD verified updates, remain in effect.

APPENDIX C: FACULTY EVALUATION

APPENDIX C-1: CRITERIA FOR REGULAR CONTRACT, PROBATIONARY, AND TEMPORARY FULL-TIME FACULTY EVALUATION

Yosemite Community College District's objective is to fill its faculty positions with extraordinary people, men and women of uncommon ability, energy, enthusiasm, and commitment. We wish to employ faculty who bring to their department, division, and campus breadth and depth of knowledge, pedagogical effectiveness and life experiences that will enrich their disciplines and stimulate learning. Faculty recommended for tenure, therefore, must reflect in the performance of their faculty duties and their interaction with students and colleagues this standard of excellence.

The following criteria are intended to further delineate common areas of performance to be evaluated during the evaluation process. The list is not all inclusive and is not intended to eliminate from consideration additional standards of performance common to the profession.

1. Excellent performance in classroom teaching or in carrying out other primary responsibilities specifically listed in the employment job description including, but not limited to:
 - a. currency and depth of knowledge of teaching field or job duties;
 - b. proficiency in written and oral English enabling clear, effective communication to students and colleagues;
 - c. use of teaching methods and materials challenging to the student and appropriate to the subject matter, responsive to the needs of the students, and consistent with departmental practices; this is not intended to discourage within a department a variety of successful pedagogical approaches to learning;
 - d. careful attention to effective organizational skills in the classroom or worksite; and
 - e. consistent responsibility in fulfilling official college requirements as well as departmental agreements.

2. Respect for students' rights and needs by demonstrating:
 - a. patience, fairness, and promptness in the evaluation and discussion of student work;
 - b. sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate;
 - c. maintenance of contractual obligation to regular and timely office hours; and
 - d. sensitivity to the diverse ways students learn.

3. Respect for colleagues and the teaching profession by:
 - a. acknowledging and defending the free inquiry of their associates in the exchange of criticism and ideas;
 - b. recognizing the opinions of others;
 - c. acknowledging academic sources;
 - d. striving to be objective in their professional judgment of colleagues;
 - e. acting in accordance with the ethics of the profession and with a sense of personal integrity; and
 - f. working in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff.

The following standard is illustrative of the performance expected of tenured (regular) faculty. Probationary faculty after their first year are expected to show increasing participation in such professional growth activities. In most cases they are not applicable to temporary faculty.

4. Continued professional growth demonstrated by:

- a. increasing participation in self-initiated professional activities such as coursework, attendance at workshops, seminars, professional meetings;
- b. active participation in collegial governance and campus life;
- c. participation in publications, conference presentation, artistic exhibit, classroom research, development of new curriculum, community involvement specific to academic area; and community involvement generally;

APPENDIX C-1a: CRITERIA FOR PART-TIME FACULTY EVALUATION

Yosemite Community College District's objective is to fill its faculty positions with extraordinary people, men and women of uncommon ability, energy, enthusiasm, and commitment. We wish to employ faculty who bring to their department, division, and campus breadth and depth of knowledge, pedagogical effectiveness and life experiences that will enrich their disciplines and stimulate learning.

The following criteria are intended to further delineate common areas of performance to be evaluated during the evaluation process. The list is not all inclusive and is not intended to eliminate from consideration additional standards of performance common to the profession.

1. Excellent performance in classroom teaching or in carrying out other primary responsibilities specifically listed in the employment job description including, but not limited to:
 - a. currency and depth of knowledge of teaching field or job duties;
 - b. proficiency in written and oral English enabling clear, effective communication to students and colleagues;
 - c. use of teaching methods and materials challenging to the student and appropriate to the subject matter, responsive to the needs of the students, and consistent with departmental practices; this is not intended to discourage within a department a variety of successful pedagogical approaches to learning;
 - d. careful attention to effective organizational skills in the classroom or worksite; and
 - e. consistent responsibility in fulfilling official college requirements as well as departmental agreements.

2. Respect for students' rights and needs by demonstrating:
 - a. patience, fairness, and promptness in the evaluation and discussion of student work;
 - b. sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate; and
 - c. sensitivity to the diverse ways students learn.

3. Respect for colleagues and the teaching profession by:
 - a. acknowledging and defending the free inquiry of their associates in the exchange of criticism and ideas;
 - b. recognizing the opinions of others;
 - c. acknowledging academic sources;
 - d. striving to be objective in their professional judgment of colleagues;
 - e. acting in accordance with the ethics of the profession and with a sense of personal integrity; and
 - f. working in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff.

APPENDIX C-2: STATEMENT ON PROFESSIONAL ETHICS

1. Faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subjects is to seek and to state the truth as they see it. To this end they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, (they) must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, faculty members encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. They make every reasonable effort to foster honest academic conduct and to assure that evaluation of students reflects their true merit. They respect the confidential nature of the relationship between faculty member and student. They avoid any exploitation of students for private advantage and acknowledge significant assistance from them. They protect the academic freedom of students.
3. As colleagues, faculty members have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas, they show due respect for the opinion of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. They accept their share of faculty responsibilities for the governance of their institution.
4. As members of their institutions, faculty members seek above all to be effective teachers and scholars. Although they observe the stated regulations of their institutions, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities within it. When considering the interruption or termination of their service, they recognize the effect of their decisions upon the program of the institution and give due notice of their intentions.
5. As members of their community, faculty members have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to their subject areas, to their students, to their profession, and to their institutions. When they speak or act as private persons, they avoid creating the impression that they speak or act for their colleges or universities. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

(Modified from Statement on Professional Ethics adopted by the American Association of University Professors.)

APPENDIX C-3a: TIMELINE FOR EVALUATION – FIRST- AND SECOND-YEAR PROBATIONARY and FIRST-YEAR TEMPORARY FACULTY

- **The intent of the separate timeline for evaluation of first- and second-year probationary (contract, tenure-track) faculty members and first-year temporary faculty is to allow sufficient time to conduct a thorough evaluation of the new employee, including review of a full semester’s work plus a second evaluation at the beginning of the second semester.**
- **The evaluation must be completed by February 15 in order for the Board of Trustees to take formal action on employment for the subsequent year by the March 15 deadline in Education Code Section 87610.**
- **Completion dates as shown in the last column do not prohibit an evaluation committee from moving more quickly if all participants are in agreement, but the second evaluation should take place during the second semester of employment.**

<u>Action</u>	<u>Responsible</u>	<u>Due By</u>
1. Notify faculty member of evaluation	Immediate Administrator (I.A.)	End of Week 2
2. Evaluation committee, criteria, and assignment are discussed. <ul style="list-style-type: none"> · I.A. selects one peer evaluator · Evaluatee selects one peer evaluator · I.A. trains new employee to reference Article 5 and Appendix D regarding evaluation criteria, timelines, and processes. · I.A. provides reference to job description 	I.A./Evaluation Committee	End of Week 4
3. Train Evaluators	YFA/YCCD	End of Week 6
4. Conduct first evaluation <ul style="list-style-type: none"> · I.A. and peer evaluators all make performance observations · Conduct student evaluations · Review of course materials, clinical work, other duties · Peer evaluators meet individually with evaluatee 	Evaluation Committee	End of Week 10
5. Prepare preliminary evaluation report <ul style="list-style-type: none"> · Meet with peer evaluators · Review student evaluations · Write preliminary narrative for presentation to the new employee. List areas of commendation and recommendations for improvement 	I.A.	End of Week 14

- | | | | |
|-----|---|-----------------------------------|----------------|
| 6. | Meet with evaluatee to discuss preliminary report, areas of commendation, and recommendations for improvement. For one semester, temporary FTF, go to Step 9. | I.A./Evaluation Committee | End of Week 14 |
| 7. | Employee concludes first semester and begins second semester, working on suggested improvements. Employee prepares a packet of all course materials from the first semester, from course syllabi through final exams. (Non-instructional faculty should prepare a comparable packet of appropriate materials for review.) | Evaluatee | |
| 8. | Conduct second evaluation <ul style="list-style-type: none"> · I.A. and peer evaluators all make performance observations · Conduct student evaluations · Review of course materials (both current semester and full packet of prior semester) · Review of clinical work and other duties as appropriate · Peer evaluators. meet individually with evaluatee | Evaluation Committee | End of Week 20 |
| 9. | Prepare evaluation report, including recommendation regarding continued employment, and meet with evaluatee <ul style="list-style-type: none"> · Meet with peer evaluators · Review student evaluations · Write narrative and complete form · Meet with evaluatee to transmit findings and recommendations | I.A. | End of Week 21 |
| 10. | Forward the evaluation report for “fast-track” approval through the following individuals: <ul style="list-style-type: none"> · The appropriate Vice-President · The college President · The Chancellor | I.A., V.P., President, Chancellor | End of Week 22 |
| 11. | Board of Trustees takes final action regarding continued employment | Board of Trustees | March 15 |

Important note: A finding of “unsatisfactory” for a first or second year probationary employee must be accompanied by a recommendation to “not enter into a contract for the following academic year.”

APPENDIX C-3b: TIMELINE FOR EVALUATION - THIRD- AND FOURTH-YEAR PROBATIONARY, and TENURED FACULTY

- Evaluation for third- and fourth-year probationary (contract, tenure-track) faculty will occur in the *fall* semester as below
- Evaluation for tenured (regular) faculty will occur in the *spring* semester as below.
- Evaluation for temporary (full-time, one-year, employed by contract) faculty will occur in the *fall* semester as below.
- Completion dates as shown in the last column do not prohibit an evaluation committee from moving more quickly if all participants are in agreement.

<u>Action</u>	<u>Responsible</u>	<u>Due By</u>
1. Designate faculty to be evaluated during academic year (tenured (regular)/contract (probationary) faculty) or semester (part-time/hourly faculty)	Immediate Administrator (I.A.)	End of Week 2
2. Identify additional criteria for evaluation	Faculty and Administration in relevant area	End of Week 3
3. Inform evaluatee of: <ul style="list-style-type: none"> · Evaluation Article and Criteria · Description of current assignment 	I.A.	End of Week 4
4. Organize Evaluation Committee <ul style="list-style-type: none"> · I.A. selects one peer evaluator · Evaluatee selects one peer evaluator 	I.A.	End of Week 4
5. Train Evaluators	YFA/YCCD	End of Week 6
6. Conduct evaluation <ul style="list-style-type: none"> · Minimum of one performance observation by I.A. and one by peer evaluator · Review of course materials, clinical work, other duties · Peer evaluators meet individually with evaluatee 	Evaluation Committee	End of Week 12
7. Conduct student evaluations	I.A.	End of Week 12
8. Prepare evaluation report <ul style="list-style-type: none"> · Meet with peer evaluators · Review student evaluations · Write narrative and complete form 	I.A.	End of Week 13

9. Meet with evaluatee to transmit evaluation report/findings · If deficiencies noted by I.A.: - Evaluatee develops professional development - I.A. assists with implementation of plan - EER Committee may consider disagreements over professional development plan	I.A.	End of Week 14
10. Submit evaluation report to appropriate Vice President	I.A.	End of Week 14
11. Forward evaluation report to President	V.P.	End of Week 15
12. Present evaluation report to Chancellor	President	End of Week 16
13. Entry to Personnel file	Personnel Office	End of Week 16

NOTE: Under normal circumstances this concludes the evaluation process. Under circumstances involving an "unsatisfactory" performance evaluation, proceed as follows. For tenured faculty, this timeline will extend into the Fall semester.

14. An additional faculty member, mutually agreeable to the I.A. evaluatee and the I.A. shall be added to the committee.		End of Week 16
15. Conduct second evaluation	Evaluation Committee	End of Week 18
16. Prepare evaluation report including recommendation regarding continued employment	I.A./Evaluation Committee	End of Week 19
17. Transmit evaluation report/findings to evaluatee	I.A.	End of Week 20
18. Submit evaluation report/recommendations to appropriate Vice President.	I.A.	End of Week 20
19. Forward evaluation report to President with recommendation regarding continued employment	V.P.	End of Week 21
20. Present second evaluation report to Chancellor with recommendation regarding continued employment	President	End of Week 22
21. Board of Trustees takes final action regarding continued employment	Board of Trustees	March 15

Important note: A finding of “unsatisfactory” for a fourth-year probationary employee must be accompanied by a recommendation to “not enter into a contract for the following academic year.”

APPENDIX C-3c: TIMELINE FOR EVALUATION – PART-TIME FACULTY

- **Evaluation for part-time faculty will take place in the first semester of employment, whether fall or spring, and at least once every six semesters of employment thereafter, either fall or spring as necessary.**

- **Completion dates as shown in the last column do not prohibit an evaluation committee from moving more quickly if all participants are in agreement.**

<u>Action</u>	<u>Responsible</u>	<u>Due By</u>
1. Designate and notify part-time faculty being evaluated during the semester.	Immediate Administrator (I.A.)	End of Week 2
2. Identify additional criteria for evaluation	Faculty and Administration in relevant area	End of Week 3
3. Inform evaluatee of: · Part-time Faculty Article and Criteria for Evaluation (Article X and Appendix D) · Description of current assignment	I.A.	End of Week 4
4. Mutually agree upon a peer evaluator	I.A./Evaluatee	End of Week 4
5. Train Evaluators	YFA/YCCD	End of Week 6
6. Conduct evaluation · Minimum of one performance observation · Conduct student evaluations · Comprehensive review of course materials, including syllabi, lab activities, handouts, and exams (Materials from a previous semester may also be required when relevant) Non-instructional faculty should submit a comparable packet of appropriate materials for review · Review of clinical work and other duties as appropriate · Peer evaluator meets individually with evaluatee	Evaluation Committee	End of Week 14

- | | | | |
|-----|---|------------------|-------------------|
| 7. | Prepare evaluation report and meet with evaluatee to transmit findings
<ul style="list-style-type: none"> · Meet with peer evaluator · Review student evaluations · Write narrative and complete form · Meet with evaluatee to transmit findings · If deficiencies noted by I.A.: <ul style="list-style-type: none"> - Evaluatee develops professional development plan - I.A. assists with implementation of plan | I.A. | End of
Week 14 |
| 8. | Submit evaluation report to appropriate Vice President | I.A. | End of
Week 14 |
| 9. | Forward evaluation report to President | V.P. | End of
Week 15 |
| 10. | Present evaluation report to Chancellor | President | End of
Week 16 |
| 11. | Entry to Personnel file | Personnel Office | End of
Week 16 |

**APPENDIX C-3d: TIMELINE FOR EVALUATION OF TEMPORARY
CONSORTIUM FACULTY**

In the first four consecutive years of employment, Temporary Consortium Faculty will be evaluated using the agreed-upon evaluation process outlined in Article 6 and Appendix C of our contract. These evaluations take place in the fall semester.

Following the fourth year of employment, Temporary Consortium Faculty will be evaluated on a three-year cycle, using an abbreviated process during the fifth and sixth year and a full process in the seventh year. This cycle will continue as long as the faculty member remains consecutively employed with YCCD as Temporary Consortium Faculty.

In the fifth and sixth consecutive year of employment, faculty will undergo an evaluation process consisting of a self-evaluation completed by the faculty member, student evaluations administered in the classroom, and a meeting between the faculty member and their immediate administrator. The faculty member may be accompanied by a peer from their department or a YFA representative.

These evaluations will take place in the fall semester. An evaluation that results in a “Satisfactory” or “Satisfactory with Suggestions for Improvement” will complete the process. An evaluation that results in “Unsatisfactory” will trigger the full evaluation process in the spring semester, including classroom observations by faculty members and the immediate administrator, a self-evaluation, and student evaluations.

APPENDIX C-4a: FACULTY EVALUATION REPORT – TENURED FACULTY

Use this form for evaluation of all **tenured** (regular) faculty members. The form is available from Human Resources in electronic, fill-in-the-blank format.

Faculty Member (Evaluatee): _____

Current Assignment: _____

For the period of _____ to _____

Evaluation Sources Employed: (**Attach documentation**)

Immediate Administrator: _____

Peer Participants: _____ and _____

Other Sources Employed: (**Check all that apply**)

- Self-Evaluation
- Student Appraisals
- Sabbatical Report
- Other (**Describe**) _____

Findings (**Attach narrative**)

- Satisfactory
- Satisfactory (with recommendations for improvement)
- Unsatisfactory

Signatures (*Signatures of evaluatee, peer participants and Vice President of Instruction or Vice President of Student Learning indicate that they have read and discussed this report*)

Immediate Administrator _____ Date _____

Peer Participant _____ Date _____

Peer Participant _____ Date _____

Vice President _____ Date _____

Faculty Member (Evaluatee) _____ Date _____

The faculty member (evaluatee) shall have up to ten (10) working days to prepare and file a written response.

APPENDIX C-4b: FACULTY EVALUATION PRELIMINARY REPORT – FIRST & SECOND-YEAR PROBATIONARY & FIRST-YEAR TEMPORARY FACULTY

Use this form to verify completion of the Preliminary Evaluation Report for first and second year probationary and first-year temporary faculty. Submit this form with both the Preliminary Evaluation Report and Final Evaluation Report.

Faculty Member (Evaluatee): _____

Current Assignment: _____

For the period of _____ to _____ .

Evaluation Sources Employed: (Attach documentation)

Immediate Administrator: _____

Peer Participants: _____

Other Sources Employed: (check all that apply)

- Self-Evaluation
- Student Appraisals
- Sabbatical Report
- Other (Describe) _____

Signatures (Signatures of evaluatee, peer participants and Vice President of Instruction or Vice President of Student Learning indicate that they have read and discussed this Preliminary Report)

Immediate Administrator _____ Date _____

Peer Participant _____ Date _____

Peer Participant _____ Date _____

Vice President _____ Date _____

Faculty Member _____ Date _____

**APPENDIX C-4b.1: FACULTY EVALUATION REPORT –
FIRST-YEAR PROBATIONARY FACULTY**

*Use this form for evaluation of all **probationary** (contract, tenure-track) faculty members in the **first year** of probationary employment. The form is available from Human Resources in electronic, fill-in-the-blank format. **Must be completed before February 15.***

Faculty Member (Evaluatee): _____

Current Assignment: _____

For the period of _____ to _____

Evaluation Sources Employed: (*Attach documentation*)

Immediate Administrator: _____

Peer Participants: _____ and _____

Other Sources Employed: (*Check all that apply*)

- Self-Evaluation
- Student Appraisals
- Other (*Describe*) _____

Findings (*Attach narrative*)

- Satisfactory
- Satisfactory (with recommendations for improvement)
- Unsatisfactory

Recommendation

(*Subject to approval by the President and Chancellor*)

- Enter into a contract for the following academic year
- Not enter into a contract for the following academic year

Signatures (*Signatures of evaluatee, peer participants and Vice President of Instruction or Vice President of Student Learning indicate that they have read and discussed this report*)

Immediate Administrator	_____	Date	_____
Peer Participant	_____	Date	_____
Peer Participant	_____	Date	_____
Vice President	_____	Date	_____
Faculty Member (Evaluatee)	_____	Date	_____

The faculty member (evaluatee) shall have up to ten (10) working days to prepare and file a written response.

**APPENDIX C-4b.2: FACULTY EVALUATION REPORT –
SECOND-YEAR PROBATIONARY FACULTY**

*Use this form for evaluation of all **probationary** (contract, tenure-track) faculty members in the **second year** of probationary employment. The form is available from Human Resources in electronic, fill-in-the-blank format. **Must be completed before February 15.***

Faculty Member (Evaluatee): _____

Current Assignment: _____

For the period of _____ to _____

Evaluation Sources Employed: (*Attach documentation*)

Immediate Administrator: _____

Peer Participants: _____ and _____

Other Sources Employed: (*Check all that apply*)

- Self-Evaluation
- Student Appraisals
- Other (*Describe*) _____

Findings (*Attach narrative*)

- Satisfactory
- Satisfactory (with recommendations for improvement)
- Unsatisfactory

Recommendation

(*Subject to approval by the President and Chancellor*)

- Enter into a contract for the following two academic years
- Not enter into a contract for the following academic year

Signatures (*Signatures of evaluatee, peer participants and Vice President of Instruction or Vice President of Student Learning indicate that they have read and discussed this report*)

Immediate Administrator	_____	Date	_____
Peer Participant	_____	Date	_____
Peer Participant	_____	Date	_____
Vice President	_____	Date	_____
Faculty Member (Evaluatee)	_____	Date	_____

The faculty member (evaluatee) shall have up to ten (10) working days to prepare and file a written response.

**APPENDIX C-4b.3: FACULTY EVALUATION REPORT –
THIRD-YEAR PROBATIONARY FACULTY**

Use this form for evaluation of all **probationary** (contract, tenure-track) faculty members in the **third year** of probationary employment. The form is available from Human Resources in electronic, fill-in-the-blank format.

Faculty Member (Evaluatee): _____

Current Assignment: _____

For the period of _____ to _____

Evaluation Sources Employed: (*Attach documentation*)

Immediate Administrator: _____

Peer Participants: _____ and _____

Other Sources Employed: (*Check all that apply*)

- Self-Evaluation
- Student Appraisals
- Other (*Describe*) _____

Findings (*Attach narrative*)

- Satisfactory
- Satisfactory (with recommendations for improvement)
- Unsatisfactory

Signatures (*Signatures of evaluatee, peer participants and Vice President of Instruction or Vice President of Student Learning indicate that they have read and discussed this report*)

Immediate Administrator	_____	Date	_____
Peer Participant	_____	Date	_____
Peer Participant	_____	Date	_____
Vice President	_____	Date	_____
Faculty Member (Evaluatee)	_____	Date	_____

The faculty member (evaluatee) shall have up to ten (10) working days to prepare and file a written response.

**APPENDIX C-4b.4: FACULTY EVALUATION REPORT –
FOURTH-YEAR PROBATIONARY FACULTY**

Use this form for evaluation of all **probationary** (contract, tenure-track) faculty members in the **fourth year** of probationary employment. The form is available from Human Resources in electronic, fill-in-the-blank format. **Must be completed before February 15.**

Faculty Member (Evaluatee): _____

Current Assignment: _____

For the period of _____ to _____

Evaluation Sources Employed: (**Attach documentation**)

Immediate Administrator: _____

Peer Participants: _____ and _____

Other Sources Employed: (**Check all that apply**)

- Self-Evaluation
- Student Appraisals
- Other (**Describe**) _____

Findings (**Attach narrative**)

- Satisfactory
- Unsatisfactory

Recommendation

(*Subject to approval by the President and Chancellor*)

- Employ the probationary (contract) employee as a tenured (regular) employee for all subsequent academic years.
- Not enter into a contract for the following academic year

Signatures (*Signatures of evaluatee, peer participants and Vice President of Instruction or Vice President of Student Learning indicate that they have read and discussed this report*)

Immediate Administrator	_____	Date	_____
Peer Participant	_____	Date	_____
Peer Participant	_____	Date	_____
Vice President	_____	Date	_____
Faculty Member (Evaluatee)	_____	Date	_____

The faculty member (evaluatee) shall have up to ten (10) working days to prepare and file a written response.

APPENDIX C-4c: FACULTY EVALUATION REPORT – TEMPORARY FULL-TIME FACULTY

Use this form for evaluation of all **temporary** (full-time, one-year, employed by contract) faculty members. The form is available from Human Resources in electronic, fill-in-the-blank format.

Faculty Member (Evaluatee): _____

Current Assignment: _____

For the period of _____ to _____

Evaluation Sources Employed: (*Attach documentation*)

Immediate Administrator: _____

Peer Participants: _____ and _____

Other Sources Employed: (*Check all that apply*)

- Self-Evaluation
- Student Appraisals
- Other (*Describe*) _____

Findings (*Attach narrative*)

- Satisfactory
- Satisfactory (with recommendations for improvement)
- Unsatisfactory

Signatures (*Signatures of evaluatee, peer participants and Vice President of Instruction or Vice President of Student Learning indicate that they have read and discussed this report*)

Immediate Administrator _____ Date _____

Peer Participant _____ Date _____

Peer Participant _____ Date _____

Vice President _____ Date _____

Faculty Member (Evaluatee) _____ Date _____

The faculty member (evaluatee) shall have up to ten (10) working days to prepare and file a written response.

APPENDIX C-4d: FACULTY EVALUATION REPORT – PART-TIME FACULTY

Use this form for evaluation of all **part-time** (part-time, hourly) faculty members. The form is available from Human Resources in electronic, fill-in-the-blank format.

Faculty Member (Evaluatee): _____

Current Assignment: _____

For the period of _____ to _____

Evaluation Sources Employed: (**Attach documentation**)

Immediate Administrator: _____

Peer Participant: _____

Other Sources Employed: (**Check all that apply**)

- Self-Evaluation
- Student Appraisals
- Other (**Describe**) _____

Findings (**Attach narrative**)

- Satisfactory
- Satisfactory (with recommendations for improvement)
- Unsatisfactory

Signatures (*Signatures of evaluatee, peer participants and Vice President of Instruction or Vice President of Student Learning indicate that they have read and discussed this report*)

Immediate Administrator	_____	Date	_____
Peer Participant	_____	Date	_____
Peer Participant	_____	Date	_____
Vice President	_____	Date	_____
Faculty Member (Evaluatee)	_____	Date	_____

The faculty member (evaluatee) shall have up to ten (10) working days to prepare and file a written response.

APPENDIX C-5: INDEX AND INSTRUCTIONS FOR EVALUATION FORMS

General Instructions

- Student evaluations are to be administered by a member of the evaluation committee, not by the evaluatee.
- Evaluation committee member administering the student evaluations to a class of students shall read the **Verbal Instructions for Student Evaluations**, Appendix C-5a, to the class.
- Evaluation committee members shall **not** solicit additional verbal or written comments from students. Committee members should direct students to record any important comments to the written section of the student evaluation form.
- While performing Peer Observations, committee members should **use the bullets as prompts or suggestions of items that *might* be considered in a given category. The bullets are *not intended as a checklist*.**
- The Student Evaluation Forms and Peer Observation Forms are essential components of the evaluation process. However, they do not cover all aspects of Article 6, Appendix C-1, or Appendix C-2.

Instructions for Specific Faculty Classifications

1. Instructional Faculty

- a. Use Appendix C-5b: *Peer Observation Form for Instructional Faculty*
- b. Use Appendix C-5h: *Student Evaluation Form for Instructional Faculty*

2. Counseling Faculty (and related non-instructional faculty)

- a. Use Appendix C-5c: *Peer Observation Form for Counseling Faculty*
 - i. Each evaluation team member will attend a counseling session *with the permission of the student*.
- b. Use Appendix C-5i: *Student Evaluation Form for Counseling Faculty*
 - i. A random sample will be selected, consisting of 75 of the most recent 300 students who have had a counseling session with the evaluatee.
 - ii. Student evaluations for counselors/specialists at MJC may be conducted using an online evaluation system. The dean (or designee) will extract email addresses for these students based on records within the SARS system.
 - iii. For counselors in the first two years of employment, the 75 evaluations shall be over the fall and spring terms, with some in each semester.
- c. If the evaluatee is teaching a Guidance course or otherwise providing instruction to a class of students during the term of evaluation, use the *Peer Observation Form for Instructional Faculty* (App.C-5b) and *Student Evaluation Form for Instructional*

Faculty (App.C-5f) to evaluate this course as part of the overall evaluation of the faculty member.

3. Library Faculty (and related non-instructional faculty)

- a. Use Appendix C-5d: *Peer Observation Form for Library Faculty*
 - i. Over a two-week period during the evaluation semester (within the timeline established in App.C-3b or C-3c), each peer evaluator will visit the library several times to observe the librarian's interactions with students and other library patrons.
 - ii. The librarian will apprise the evaluator of times that would facilitate these observations.
- b. Use Appendix C-5j: *Student Evaluation Form for Library Faculty*
 - i. Over a two-week period during the evaluation semester (within the timeline established in App.C-3b or C-3c), the evaluatee will hand a copy of the *Student Evaluation Form for Library Faculty* to every library patron the librarian interacts with, asking the patron to fill it out and submit it.
 - ii. Logistical details for submission of forms shall be determined by mutual agreement of the library faculty and administration. However, the submission location must be easily accessible to library patrons yet secure from abuse.
- c. If the evaluatee is teaching a Learning Resource course, conducting a bibliographic instruction session, or otherwise providing instruction to a class of students during the term of evaluation, use the *Peer Observation Form for Instructional Faculty* (App.C-5b) and *Student Evaluation Form for Instructional Faculty* (App.C-5f) to evaluate this course as part of the overall evaluation of the faculty member.

4. Online Faculty

- a. Use Appendix C-5e: *Peer Observation Form for Faculty Teaching Online*
 - i. Over a two-week period during the evaluation semester (within the timeline established in App.C-3b or C-3c), each peer evaluator will conduct an evaluation of the online course.
 - ii. In order to evaluate an online course, the peer evaluator must ask the course instructor to be added as an Auditor to the course that is to be evaluated.
 - iii. The peer evaluator may also elect to contact the Coordinator of Distance Education in order to be added to the course.
- b. Use Appendix C-5k: *Student Evaluation Form for Faculty Teaching Online*
 - i. Over a two-week period during the evaluation semester (within the timeline established in App.C-3b or C-3c), student evaluations will be administered in the online environment.
 - ii. The appropriate administrator will initiate and monitor the student evaluation process and provide the results to the evaluatee and the evaluation team.
 - iii. The evaluatee shall not administer his or her own student evaluations.

5. Faculty Articulation Officer(s)

a. Use Appendix C-5f: *Peer Observation Form for Faculty Articulation Officers*

i. The peer evaluators and the Immediate Administrator will meet with the Articulation Officer (AO) to review the job responsibilities, articulation processes, and the resources that are developed by the AO prior to observations; and,

ii. Over a two-week period during the evaluation semester, the peer evaluators and immediate administrator will observe the AO in a scheduled meeting where the AO is an active member (e.g. Curriculum Committee or other designated on-campus meetings or presentations). The Articulation Officer will apprise the evaluation team of times that would facilitate these observations.

6. Health Services Coordinator/College Nurse

a. Use Appendix C-5g: *Peer Observation Form for Health Services Coordinator/Faculty*

i. Over a two-week period during the evaluation semester (within the timeline established in App.C-3b or C-3c), each peer evaluator will visit health services several times to observe the Health Services Coordinator's/College Nurse's interactions with students and other patrons.

ii. The Health Services Coordinator will apprise the evaluator of times that would facilitate these observations.

b. Use Appendix C-5l: *Student Evaluation Form for Health Services Coordinator/Faculty*

i. Over a two-week period during the evaluation semester (within the timeline established in App.C-3b or C-3c), the evaluatee will hand a copy of the *Student Evaluation Form for Health Services Coordinator/Faculty* to every patron they interact with, asking the patron to fill it out and submit it.

ii. Logistical details for submission of forms shall be determined by mutual agreement of the health services faculty and administration. However, the submission location must be easily accessible to health services patrons yet secure from abuse.

APPENDIX C-5a: VERBAL INSTRUCTIONS FOR STUDENT EVALUATIONS

- *Introduce yourself and your position at the College.*
- *Read the following instructions to the students:*

Faculty evaluations are part of a regular process that all faculty at our College undergo. Every semester we evaluate a number of fulltime and part-time faculty as part of a process of continual improvement.

Instructors and Professors become ‘great’ by learning what works well in the classroom. One of the ways that instructors and professors can find out what is working is through the process of evaluation. This is your opportunity to be a part of this process and to share what you believe is working out well, or what could possibly work better in this class.

You will each be given an evaluation form to record your responses to a number of short questions about your experiences in this class. **Please use a blue or black ink pen to record your responses with an “X”. On the back side of the form there are questions that require a written response. Please print clearly so our document scanner can read your comments.**

This portion of the faculty evaluation process is anonymous. Your responses will be typed up and tabulated in the division office, and your instructor will not see these original forms. However, your instructor will review your responses as part of the evaluation process.

Student evaluations are one of the most valuable components of the evaluation process, so please take enough time to give thoughtful and clear responses.

Are there any questions?

- *Please thank the students for their participation and input.*

APPENDIX C-5b: PEER OBSERVATION FORM FOR INSTRUCTIONAL FACULTY



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Peer Observation Form for Instructional Faculty**

Instructor's Name		Peer Evaluator's Name	
Course	Section	Date	

Instructions: Record your observations of each of the four major categories listed below. Use the comment box to note both areas of commendation and suggestions for improvement. Be specific and descriptive. **The bullets are *suggested* items for consideration within each category, and therefore should not be construed as a checklist.** Use a separate form for each observation visit. (This form is available electronically at <http://www.yosemite.edu/hr/documents.htm>)

ORGANIZATION	COMMENTS
<ul style="list-style-type: none"> • Begins class on time • Gives overview of day's course content • Appears well-prepared for class • Covers an appropriate amount of course material for time allowed • Appears on track to complete required course content by end of term • Clearly organizes and explains assignments • Allows sufficient time for questions • Directs student preparation for next class 	
PRESENTATION	COMMENTS
<ul style="list-style-type: none"> • Speaks audibly and clearly • Presented material is clearly legible • Presentation style facilitates student comprehension • Establishes and maintains eye contact with students • Communicates a sense of enthusiasm and excitement • Uses appropriate instructional tools • Responds to changes in student attentiveness • Use of humor is positive and appropriate • Addresses different learning styles 	
INSTRUCTOR-STUDENT INTERACTION	COMMENTS
<ul style="list-style-type: none"> • Solicits student input 	

<ul style="list-style-type: none"> • Responds constructively to student questions, opinions, and other input • Knows and uses student names • Treats class members equitably and respectfully • Recognizes and responds when students do not understand • Encourages mutual respect among students • Responds appropriately to distractions • Uses classroom authority to create an environment conducive to learning 	
CONTENT	COMMENTS
<ul style="list-style-type: none"> • Demonstrates appropriate depth of knowledge in the course subject • Content is appropriate to course level • Selects examples relevant to student experiences and course content • Integrates text material into class presentations • Makes course relevant with references to “real world” applications • Explains difficult terms, concepts, or problems in more than one way • Relates assignments to course content 	

In addition, please answer the following questions:

- 1. What do you believe the instructor has done especially well in conducting this course?**

- 2. What might the instructor do to enhance the course?**

- 3. Is there anything else you would like to add?**

APPENDIX C-5c: PEER OBSERVATION FORM FOR COUNSELING FACULTY



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Peer Observation Form for Counseling Faculty**

Counselor's Name	Peer Evaluator's Name
Session Type	Date

Instructions: Record your observations of each of the four major categories listed below. Use the comment box to note both areas of commendation and suggestions for improvement. Be specific and descriptive. **The bullets are *suggested* items for consideration within each category, and therefore should not be construed as a checklist.** Use a separate form for each observation visit. (This form is available electronically at <http://www.yosemite.edu/hr/documents.htm>)

ORGANIZATION	COMMENTS
<ul style="list-style-type: none"> • Begins session on time • Begins session by clarifying the tasks at hand • Appears well-prepared for the session • Covers an appropriate amount of material for time allowed • Has appropriate resources and materials on hand to serve the student • Arranges office environment in order to involve the student in the process • Allows sufficient time for questions • Summarizes the next steps the student should take 	
COMMUNICATION & PRESENTATION	COMMENTS
<ul style="list-style-type: none"> • Speaks audibly and clearly • Presented material is clearly legible • Presentation style facilitates student comprehension • Establishes and maintains eye contact with the student • Communicates a sense of enthusiasm and excitement • Uses appropriate counseling tools • Responds to changes in student attentiveness • Use of humor is positive and appropriate • Addresses different learning styles 	
COUNSELOR-STUDENT INTERACTION	COMMENTS

<ul style="list-style-type: none"> • Solicits student’s input and listens attentively • Responds constructively to student questions, opinions, and other input • Uses the student’s name in conversation • Treats the student respectfully • Recognizes and responds when the student doesn’t understand • Responds appropriately to distractions • Adjusts the goals of the session to meet the needs of the student • Uses authority appropriately to promote a positive counseling environment 	
<p>COUNSELING ABILITY AND KNOWLEDGE</p>	<p>COMMENTS</p>
<ul style="list-style-type: none"> • Demonstrates appropriate depth of knowledge in: <ul style="list-style-type: none"> ○ College curriculum ○ Degree requirements ○ Transfer requirements ○ Admissions and registration procedures ○ Career information and resources ○ Interest and ability inventories ○ Current developments in the field 	

In addition, please answer the following questions:

- 1. What do you believe the counselor did especially well during this session?**

- 2. What might the counselor have done to enhance the counseling session?**

- 3. Is there anything else you would like to add?**

APPENDIX C-5d: PEER OBSERVATION FORM FOR LIBRARY FACULTY



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Peer Observation Form for Library Faculty**

Librarian's Name	Peer Evaluator's Name
Dates of Observations	

Instructions: Record your observations of each of the three major categories listed below. Use the comment box to note both areas of commendation and suggestions for improvement. Be specific and descriptive. **The bullets are *suggested* items for consideration within each category, and therefore should not be construed as a checklist.** This form is available electronically at <http://www.yosemite.edu/hr/documents.htm>)

COMMUNICATION & PRESENTATION	COMMENTS
<ul style="list-style-type: none"> • Speaks audibly and clearly • Presented material is relevant to students' needs • Presentation style facilitates student comprehension • Establishes and maintains eye contact with students • Communicates a sense of enthusiasm and excitement • Uses appropriate library resources • Responds to changes in student attentiveness • Use of humor is positive and appropriate • Addresses different learning styles • Summarizes the next steps the student should take. • 	
LIBRARIAN-STUDENT INTERACTION	COMMENTS
<ul style="list-style-type: none"> • Solicits student input • Responds constructively to student questions, opinions, and other input • Treats students respectfully • Recognizes and responds when students do not understand • Acknowledges other students waiting for assistance • Approaches students to offer assistance • Responds appropriately to distractions 	

<ul style="list-style-type: none"> • Uses authority appropriately to encourage a respectful learning environment 	
KNOWLEDGE OF RESOURCES	COMMENTS
<ul style="list-style-type: none"> • Demonstrates appropriate depth of knowledge in: <ul style="list-style-type: none"> ○ Print resources ○ Research databases ○ Online catalogs ○ Internet research tools and techniques ○ Library policies and procedures ○ General college and community information 	

In addition, please answer the following questions:

1. What do you believe the librarian did especially well in their interactions with library patrons?

2. What might the librarian have done to enhance the patron’s library experience?

3. Is there anything else you would like to add?

APPENDIX C-5e: PEER OBSERVATION FORM FOR FACULTY TEACHING ONLINE



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Peer Observation Form for Faculty Teaching Online**

Instructor's Name		Peer Evaluator's Name	
Course	Section	Date	

Instructions: In order to evaluate an online course, the peer evaluator must ask the course instructor to be added as an Auditor to the course that is to be evaluated. The peer evaluator may also elect to contact the Coordinator of Distance Education in order to be added to the course. Record your observations of each of the four major categories listed below. Use the comment box to note both areas of commendation and suggestions for improvement. Be specific and descriptive. **The bullets are *suggested* items for consideration within each category and therefore should not be construed as a checklist.** Use a separate form for each observation visit.

(This form is available electronically at <http://www.yosemite.edu/hr/documents.htm>)

NAVIGATION	COMMENTS
<ul style="list-style-type: none"> • Navigational instructions make the organization of the course easy to follow • Provides orientation to course and its structure • Clearly organizes and explains online assignments and related due dates • Uses modules to organize course content • Clearly presents expectations and grading policies 	
COURSE DESIGN	COMMENTS
<ul style="list-style-type: none"> • Online course design clearly articulates course policies and procedures • Learning modules clearly state learning goals • The course uses a variety of online tools to facilitate student comprehension and engagement • Online course content addresses different learning styles • Online course design describes available technical support • Communicates a sense of enthusiasm and excitement • Use of humor is positive and appropriate 	
COMMUNICATION AND INTERACTION	COMMENTS

<ul style="list-style-type: none"> • Instructor responds to emails within 72 hours or less • Encourages mutual respect among students • Encourages students to interact with one another and with the instructor • Treats class members equitably and respectfully • Recognize and responds when students do not understand • Responds constructively to student questions, opinions and other input • Creates a sense of community in the online course • Effectively handles inappropriate discussion postings or other unacceptable online behavior 	
CONTENT	COMMENTS
<ul style="list-style-type: none"> • Demonstrates appropriate depth of knowledge of course subject • Content is appropriate to course level • Explains difficult terms, concepts, or problems in more than one way • Relates assignments to course content • Includes examples relevant to student experiences and course content • Provides opportunities for students to engage in active learning (i.e., peer review, interactive simulations, Web research, experienced-based projects, and multi-media presentations) 	

In addition, please answer the following questions:

- 1. What do you believe the instructor has done especially well in conducting this course?**

- 2. What might the instructor do to enhance the course?**

- 3. Is there anything else you would like to add?**

APPENDIX C-5f: PEER OBSERVATION FORM FOR ARTICULATION OFFICER



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Peer Observation Form for Articulation Officer**

Articulation Officer's Name	Peer Evaluator's Name
Session Type	Date

Instructions: Record your observations of each of the three major categories listed below. Use the comment box to note both areas of commendation and suggestions for improvement. Be specific and descriptive. **The bullets are *suggested* items for consideration within each category, and therefore should not be construed as a checklist.**

ORGANIZATION	COMMENTS
<ul style="list-style-type: none"> • Addresses articulation responsibilities in a timely manner throughout the year • Meets CSU, UC, Private Institution, ASSIST and MJC deadlines • Appears well-prepared in Curriculum Committee meetings • Clearly organizes and communicates effectively with stake-holders via phone, email, newsletter, or office setting • Collaborates with Instruction Office staff to develop catalog, reference, curriculum and articulation resources • Exhibits time-management and multi-tasking skills • Has appropriate resources and materials on hand to support communication with stakeholders • Implements monitoring and tracking grids of Curriculum decisions, general education and C-ID for historical and planning purposes • Exhibits flexibility with the ever changing needs of the stakeholders 	
KNOWLEDGE OF RESOURCES	COMMENTS
Demonstrate appropriate depth of knowledge in:	

<ul style="list-style-type: none"> • Articulation process • College curriculum • Degree requirements • Transfer requirements • ASSIST/OSCAR submissions • C-ID and TMC programs/process • CSU Executive Orders, IGETC Standards • Title 5 	
COMMUNICATION & PRESENTATION	COMMENTS
<ul style="list-style-type: none"> • Speaks audibly and clearly • Presented material is well researched and legible • Presentation style facilitates instructional faculty, counselor and dean comprehension. • Exhibits a positive/approachable demeanor • Communicates a sense of enthusiasm, excitement and competence • Addresses different learning styles • Establishes and maintains eye contact • Use of humor is positive and appropriate • Returns calls and emails in a timely manner • Presents articulation information/process at various venues • Advocates for faculty and academic program concerns • Serves as liaison to the segmental system-wide offices 	

In addition, please answer the following questions:

1. What do you believe the Articulation Officer did especially well during the time you observed or interacted with them?

2. What might the Articulation Officer have done to enhance the presentation or interaction?

3. Is there anything else you would like to add?

APPENDIX C-5G: PEER OBSERVATION FORM FOR HEALTH SERVICES COORDINATOR/FACULTY



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Peer Observation Form for Health Services Coordinator/Faculty Member**

Name	Peer Evaluator's Name
Dates of Observations	

Instructions: Record your observations of each of the three major categories listed below. Use the comment box to note both areas of commendation and suggestions for improvement. Be specific and descriptive. **The bullets are *suggested* items for consideration within each category, and therefore should not be construed as a checklist.** This form is available electronically at <http://www.yosemite.edu/hr/documents.htm>)

You may observe student/nurse interactions with the consent of the student.

COMMUNICATION & PRESENTATION	COMMENTS
<ul style="list-style-type: none"> • Speaks audibly and clearly • Presented material is relevant to students' needs • Presentation style facilitates student comprehension • Establishes and maintains eye contact with students • Communicates a sense of focused care • Uses appropriate community resources • Responds to changes in student attentiveness • Use of humor is positive and appropriate • Summarizes the next steps the student should take. • Maintains confidentiality 	
NURSE-STUDENT INTERACTION	COMMENTS
<ul style="list-style-type: none"> • Solicits student input • Responds constructively to student questions, opinions, and other input • Treats students respectfully • Recognizes and responds when students do not understand • Acknowledges other students waiting for assistance • Approaches students to offer assistance 	

<ul style="list-style-type: none"> • Responds appropriately to distractions • Offers appropriate level of care up to Emergency response. 	
KNOWLEDGE OF RESOURCES	COMMENTS
<ul style="list-style-type: none"> • Demonstrates appropriate depth of knowledge in: <ul style="list-style-type: none"> ○ Care of illness or injury ○ Use of office supplies – CLIA (Clinical Laboratory Improvement Amendment) waved laboratory testing, diagnostic tools ○ Health Office Scope of Practice/Title V ○ On-campus student resources ○ Community resources ○ General college and community information ○ Health resources for students including web/print/organizations ○ HIPPA laws ○ Refers to mental health counselor appropriately 	

In addition, please answer the following questions:

4. What do you believe the nurse did especially well in their interactions with Health Services patrons?

5. What might the nurse have done to enhance the patron’s health experience?

6. Is there anything else you would like to add?

APPENDIX C-5h: STUDENT EVALUATION FORM FOR INSTRUCTIONAL FACULTY



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Student Evaluation for Instructional Faculty**

Instructor's name		
Course	Section	Date

This information is confidential and your responses will be anonymous. *FILL IN THE ENTIRE CIRCLE FOR THE PHRASE THAT MOST APPROPRIATELY COMPLETES THE SENTENCE* or select "Does Not Apply" if you have no information on this item. ERASE MARKS COMPLETELY TO MAKE A CHANGE.

	Strongly Agree	Agree	Disagree	Strongly Disagree	Does Not Apply
1. The instructor's syllabus clearly explains course objectives and grading criteria.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor's presentations are well prepared and organized.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor clearly communicates due dates and directions for assignments and tests.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor demonstrates a good command of the subject matter.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instructor is enthusiastic about the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor encourages in-class participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor answers questions effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor creates a positive learning environment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor is respectful of differing viewpoints.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The instructor encourages creative and/or critical thinking.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor's presentations address different learning styles.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor utilizes the required course materials and/or texts effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor returns exams and assignments in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor provides useful feedback on exams and assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The instructor's examinations cover course objectives and/or skills emphasized in the class.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

16. The instructor usually starts and ends class on time.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. The instructor is available during office hours.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. I would take another class with this instructor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If the class has a laboratory component, please respond to items 19 through 23.

19. The laboratory experiences contribute to my overall understanding of the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. The instructor clearly explains or demonstrates laboratory techniques, procedures, and equipment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. The instructor's assigned readings and exercises contribute to my understanding and ability to perform laboratory experiments or activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. The instructor effectively plans and organizes laboratory activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23. The instructor clearly explains, models, and enforces safety procedures and protocols in the laboratory.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

COMMENTS SECTION – Please print neatly in the space provided.

1. What do you believe your instructor has done especially well in conducting this course?

2. What might the instructor do to enhance your learning experience?

3. Is there anything else you would like to add?

APPENDIX C-5i: STUDENT EVALUATION FORM FOR COUNSELING FACULTY



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Student Evaluation for Counseling Faculty**

Counselor's name	Semester of evaluation
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Please return this survey in the enclosed self-addressed, stamped envelope, by _____.

This information is confidential and your responses will be anonymous. Please reflect on your counseling session(s) with the counselor named above then complete the form below.

FILL IN THE ENTIRE CIRCLE FOR THE PHRASE THAT MOST APPROPRIATELY COMPLETES THE SENTENCE or select "Does Not Apply" if you have no information on this item. ERASE MARKS COMPLETELY TO MAKE A CHANGE.

	Drop-in session	Scheduled Appointment	Both
1. What type of counseling visit(s) did you have with this counselor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Strongly Agree	Agree	Disagree	Strongly Disagree	Does Not Apply
2. The counselor showed genuine interest and concern.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The counselor listened carefully to what I had to say.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The counselor respected me, my opinion, and my circumstances.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The counselor was enthusiastic about assisting me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The counselor remained focused on me and my concerns, circumstances, and issues throughout the counseling session.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The counselor was enthusiastic about programs and services at the college.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The counselor communicated effectively with me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The counselor was knowledgeable about specific services, programs, or procedures that I asked about.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The counselor was knowledgeable about courses and programs at four-year colleges and universities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The counselor was knowledgeable about educational and career opportunities and how to plan for them.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

12. The counselor was knowledgeable about resources and services available in the community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Strongly Agree	Agree	Disagree	Strongly Disagree	Does Not Apply
13. The counselor helped me achieve a realistic understanding of the options available to me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The counselor provided me with written and/or online resources to help me research my options	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. As a result of my meeting with the counselor, I am more confident in my decisions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. I am satisfied with the Educational Plan document that was developed with my counselor during my session.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. I felt comfortable sharing my concerns with this counselor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. If needed, I would welcome another session with this counselor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

COMMENTS SECTION – Please print neatly in the space provided.

1. What do you believe your counselor did especially well in working with you?

2. What might the counselor have done to enhance your counseling session?

3. Is there anything else you would like to add?

APPENDIX C-5j: STUDENT EVALUATION FORM FOR LIBRARY FACULTY



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Student Evaluation for Library Faculty**

Librarian's name	Date
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This information is confidential and your responses will be anonymous. Please reflect on your interaction with the librarian named above then complete the form below.

FILL IN THE ENTIRE CIRCLE FOR THE PHRASE THAT MOST APPROPRIATELY COMPLETES THE SENTENCE or select "Does Not Apply" if you have no information on this item. ERASE MARKS COMPLETELY TO MAKE A CHANGE.

	Strongly Agree	Agree	Disagree	Strongly Disagree	Does Not Apply
1. I was comfortable approaching this librarian for help.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The librarian answered my questions effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The librarian presented information in a way I could understand.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The librarian was knowledgeable about appropriate resources for satisfying my information needs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The librarian was enthusiastic about the library's services and resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. As a result of my interaction with this librarian, I am more comfortable using the library's services and resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The librarian taught me to find what I needed independently.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The librarian remained focused on me and my information needs throughout our interaction.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. I was treated respectfully and professionally by this librarian.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. I would ask this librarian for help in the future.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please respond to the questions on the back of this form.

COMMENTS SECTION – Please print neatly in the space provided.

1. What do you believe the librarian did especially well in your interaction?

2. What might the librarian have done to enhance your library experience?

3. Is there anything else you would like to add?

APPENDIX C-5k: STUDENT EVALUATION FORM FOR FACULTY TEACHING ONLINE



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Student Evaluation for Faculty Teaching Online**

Instructor's name		
Course	Section	Date

This information is confidential and your responses will be anonymous. *MARK THE CIRCLE FOR THE PHRASE THAT MOST APPROPRIATELY COMPLETES THE SENTENCE* or select "Not Applicable" if you have no information on this item.

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
1. The instructor's syllabus explains course objectives and grading criteria.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor's presentation of the course material is clear and well-organized.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor clearly communicates due dates and directions for assignments and tests.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor demonstrates a good command of the subject matter.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instructor is enthusiastic about the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor creates a sense of community in the online course.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor encourages active participation in the online community	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor answers questions effectively and in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor is respectful of differing viewpoints.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The instructor encourages creative and/or critical thinking.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor's presentations address different learning styles.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor utilizes the required course materials and/or texts effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor returns exams and assignments in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable
14. The instructor provides useful feedback on exams and assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The instructor creates challenging online assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. The instructor's examinations cover information and/or skills emphasized within the online course.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. The instructor allows adequate time to complete online exams.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. The instructor's directions and questions for online examinations are phrased clearly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. The online instructor provides multiple options for effective student-faculty contact.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. I would take another online course from this instructor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If the class has a laboratory component, please respond to items 21 through 25.

21. The laboratory experiences contribute to my overall understanding of the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. The instructor clearly explains or demonstrates laboratory techniques, procedures, and equipment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23. The instructor's assigned readings and exercises contribute to my understanding and ability to perform laboratory experiments or activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
24. The instructor effectively plans and organizes laboratory activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
25. The instructor clearly explains, models, and enforces safety procedures and protocols in the laboratory.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please respond to the questions on the back of this form.

COMMENTS SECTION

1. What do you believe your instructor has done especially well in conducting this course?
2. What might the instructor do to enhance the course?
3. Is there anything else you would like to add?

**APPENDIX C-5I: STUDENT EVALUATION FORM FOR HEALTH SERVICES
COORDINATOR/COLLEGE NURSE**



Modesto Junior College

Columbia College

YCCD Faculty Evaluation

Student Evaluation for Health Services Coordinator/Faculty Member

Coordinator/Faculty name	Date
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This information is confidential and your responses will be anonymous. Please reflect on your interaction with the Coordinator/Faculty Member named above then complete the form below.

FILL IN THE ENTIRE CIRCLE FOR THE PHRASE THAT MOST APPROPRIATELY COMPLETES THE SENTENCE or select “Does Not Apply” if you have no information on this item. ERASE MARKS COMPLETELY TO MAKE A CHANGE.

	Strongly Agree	Agree	Disagree	Strongly Disagree	Does Not Apply
1. I was comfortable approaching this nurse for help.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The nurse answered my questions effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The nurse presented information in a way I could understand.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The nurse was knowledgeable about appropriate resources for satisfying my information needs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The nurse was enthusiastic about Health Services and resources in the office.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. As a result of my interaction with this nurse, I am more comfortable using Health Services resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The nurse taught me to find what I needed independently.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The nurse remained focused on me and my information needs throughout our interaction.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. I was treated respectfully and professionally by this nurse.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. I would ask this nurse for help in the future.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The nurse cared for my illness/injury in a competent and knowledgeable manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The nurse made every attempt to maintain confidentiality during my care.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

APPENDIX C-5m: PEER REVIEW OF COURSE MATERIALS



Modesto Junior College

Columbia College

YCCD Faculty Evaluation

Peer Review of Course Materials Form for Instructional Faculty

Instructor's Name		Peer Evaluator's Name	
Course	Section	Date	

Instructions: Record your observations of each of the five major categories listed below. Use the comment box to note both areas of commendation and suggestions for improvement. Be specific and descriptive. **The bullets are *suggested* items for consideration within each category, and therefore should not be construed as a checklist.** Use a separate form for each review of course materials.

ACCOUNTABILITY	COMMENTS
<ul style="list-style-type: none"> • Student workload and course content reflects the standards expressed in the course outline 	
SYLLABUS	COMMENTS
<ul style="list-style-type: none"> • Requirements, methods, policies, and office hours are included and clearly presented • The course's current SLOs are listed • Homework, class activities, and other expectations of students are clearly stated • The basis for evaluating student work, including the final grade, is explained in detail 	
EXAMS and QUIZZES	COMMENTS
<ul style="list-style-type: none"> • Instructions are clear, direct, and sufficient • Questions assess expected student learning as expressed in the course outline • The level of difficulty is appropriate for this course 	
PAPERS and HOMEWORK ASSIGNMENTS	COMMENTS
<ul style="list-style-type: none"> • Instructions are clear • Assignments relate to course objectives • The level of complexity of assignments increases appropriately as the course progresses 	

<ul style="list-style-type: none"> • Assignments are sufficient in number and scope to warrant course units and achieve the course objectives 	
<p>GRADING</p>	<p>COMMENTS</p>
<p><i>Please have the evaluatee provide sample 'A,' 'C,' and 'D/F' papers or exams with student names and IDs redacted.</i></p> <ul style="list-style-type: none"> • Grading is aligned/normed to departmental expectations or rubrics • Course grades are based on an appropriate variety of assignments for this course • Weighting of assignments is appropriate 	

**APPENDIX C-5n: PEER INPUT REGARDING CRITERIA FOR EVALUATION
(aligned with Appendices C-1 and C-1a)**



Modesto Junior College

Columbia College

**YCCD Faculty Evaluation
Peer Input for Evaluation Criteria Form**

Instructor's Name	Peer Evaluator's Name
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Yosemite Community College District's objective is to fill its faculty positions with extraordinary people, men and women of uncommon ability, energy, enthusiasm, and commitment. We wish to employ faculty who bring to their department, division, and campus breadth and depth of knowledge, pedagogical effectiveness, and life experiences that will enrich their disciplines and stimulate learning.

The following criteria are intended to further delineate common areas of performance to be evaluated during the evaluation process. The list is not all inclusive and is not intended to eliminate from consideration additional standards of performance common to the profession.

Instructions: This form is designed to gather peer input regarding these categories for use by the Immediate Administrator in preparing the Evaluation Report. Record your professional observations regarding the evaluatee's performance on these criteria. Use the comment box to note both areas of commendation and suggestions for improvement. Be specific and descriptive.

1. Excellent performance in classroom teaching or in carrying out other primary responsibilities specifically listed in the employment job description including, but not limited to:
 - a. currency and depth of knowledge of teaching field or job duties;
 - b. proficiency in written and oral English enabling clear, effective communication to students and colleagues;
 - c. use of teaching methods and materials challenging to the student and appropriate to the subject matter, responsive to the needs of the students, and consistent with departmental practices; this is not intended to discourage within a department a variety of successful pedagogical approaches to learning;
 - d. careful attention to effective organizational skills in the classroom or worksite; and
 - e. consistent responsibility in fulfilling official college requirements as well as departmental agreements.

COMMENTS

2. Respect for students' rights and needs by demonstrating:
 - a. patience, fairness, and promptness in the evaluation and discussion of student work;
 - b. sensitivity and responsiveness to the needs of individual students and their special circumstances, when appropriate; and
 - c. sensitivity to the diverse ways students learn.

COMMENTS

3. Respect for colleagues and the teaching profession by:
 - a. acknowledging and defending the free inquiry of their associates in the exchange of criticism and ideas;
 - b. recognizing the opinions of others;
 - c. acknowledging academic sources;
 - d. striving to be objective in their professional judgment of colleagues;
 - e. acting in accordance with the ethics of the profession and with a sense of personal integrity; and
 - f. working in a spirit of cooperation to develop and maintain a collegial atmosphere among faculty and staff.

COMMENTS

The following standard is illustrative of the performance expected of tenured (regular) faculty. Probationary faculty after their first year are expected to show increasing participation in such professional growth activities. In most cases they are not applicable to temporary faculty.

4. Continued professional growth demonstrated by:
 - a. increasing participation in self-initiated professional activities such as coursework, attendance at workshops, seminars, professional meetings;
 - b. active participation in collegial governance and campus life;
 - c. participation in publications, conference presentation, artistic exhibit, classroom research, development of new curriculum, community involvement specific to academic area; and community involvement generally.

COMMENTS

APPENDIX C-6: FACULTY SELF EVALUATION PROMPTS

The self-evaluation is submitted by the evaluatee and reviewed by the immediate administrator. A self-evaluation is required for full-time faculty and encouraged, but not required, for part-time faculty. This evaluation should include if applicable, but is not limited to, the following activities and job duties:

- Goals and objectives for the next evaluation period.
- An analysis of previous objectives met or unmet.
- Exemplar of course materials (e.g., syllabi, graded papers, quizzes, tests, handouts).
- Professional improvement activities (tenured faculty).
- Curriculum created and/or revised.
- Participation in program and subject area improvement tasks.
- Institutional activities, such as college committee work, participatory governance, student outreach and orientations.
- Other professional activities, such as scholarly publications or presentations; community participation; regional/state/national/international professional organization participation.

APPENDIX D: PART-TIME FACULTY POINT ACCRUAL

Part-time Faculty Reemployment Point Accrual Worksheet

To be completed by the Division Office at the *conclusion* of each term.
Separate worksheets must be completed for each different department.

Faculty Member's Name: _____
Department: _____
Term: _____
Date: _____
Submitted by (Div. Dean): _____
Current Points _____

Term Load: Using the Faculty Load report (HCLOAD), enter the faculty member's total load *within this department* in the current term: _____

Points Eligible to Earn: Enter 1 for loads less than 34%, 2 for loads between 34% and 50% inclusive, and 3 for loads above 50% _____

Eligibility Checklist: Check all that apply. For full-time faculty, all boxes must be checked for the points to be added to the faculty member's total. For part-time instructional faculty, boxes 1 – 7 must be checked for the points to be added. For part-time non-instructional faculty, all relevant boxes must be checked. Note: Box 8 is never relevant for part-time non-instructional faculty.

- 1) The faculty member earned a Satisfactory rating on their most recent evaluation.
- 2) The grades for this term for all classes taught by the faculty member were submitted by the college deadline.
- 3) All rosters for credit courses taught by the faculty member were certified by the deadline.
- 4) All positive attendance records for courses taught by the faculty member were submitted by the deadline.
- 5) The division office was properly notified of all absences from class, lab, or assigned staffing hours.
- 6) There are no persistent, unresolved, and documented student complaints alleging violations of California Education Code 87732 (See Article 40.3)
- 7) The faculty member has not been found to have violated California Education Code 87732.
- 8) The faculty member met the flex obligation associated with this semester's classes. Part-time non-instructional faculty members are exempt from this requirement.

Points to Add: If all boxes are checked, enter the number of points listed above.
If any box is unchecked, enter zero. _____

New Total Points _____

Copy to Faculty: _____

APPENDIX E: SABBATICAL LEAVE INSTRUCTIONS AND FORMS

APPENDIX E-1: SABBATICAL LEAVE APPLICATION INSTRUCTIONS

The instructions which follow are intended to assist you in completing your application. They are meant as guidelines and reflect the experience of the Sabbatical Leave Committee over a period of years.

1. **Eligibility:** The **Human Resources** Office will verify your years of service and certify by signature if you are eligible. It is your responsibility to visit the Human Resources Office and obtain this signature on your application.
2. **Term of Leave:** Sabbatical leaves may be for one semester, the equivalent of one semester taken over the course of an academic year, or for two semesters under the conditions stated in Board Policy. Check only the semester(s) you propose to be on sabbatical leave. Be sure to indicate the calendar year in which the semester(s) fall(s).
3. **Purpose of Leave:** Although this section asks only that you check the purpose(s) of sabbatical leave, the intent expressed here forms the basis for evaluation of the entire application. Please consider carefully your intentions for Sabbatical Leave and the benefits anticipated from the sabbatical leave. See explanation of categories at the conclusion of these instructions.
4. **Abstract:** This one-page summary must succinctly define the purpose of the sabbatical leave by including the following:
 - 1) Type and Duration of Sabbatical
 - 2) Detailed Objectives
 - 3) Planned Activities
 - 4) Benefits to Students, Faculty Member, and District
 - 5) Evidence of Completion (verification of outcomes-qualitative and quantitative)
5. **Proposal for Leave Activities:** In this statement describe in detail the items included in the Abstract. The explanations of categories that appear at the end of these instructions should be studied closely and used as general guidelines.
6. **Proposal for Evidence of Completion:** It is required that you specify the evidence of proof that you will be submitting to validate the completion of your sabbatical leave.

Extenuating Circumstances and Consequences of Non-Completion

If extenuating circumstances significantly delay leave activities or make it impossible for the faculty member to complete the sabbatical, the faculty member must meet with the college president and a representative of the Association to determine an appropriate leave of absence or other mutually agreed upon solution. (See Article 11 for other leaves of absence available.)

During the course of the sabbatical leave, the college president may request interim reports from the faculty as deemed necessary. If the college president determines that the faculty member is not carrying out the approved sabbatical leave proposal, the faculty member shall be contacted and granted ten days to respond to the evidence. If a response deemed satisfactory cannot be obtained by the college president, the president shall recommend to the chancellor that the sabbatical leave be terminated and that the employee be ordered back to a regular District assignment. Economic sanctions may be levied up to and including reimbursement to the District of sabbatical leave compensation received.

If, at the conclusion of the sabbatical leave, the college president finds that the approved activities and/or report have not been satisfactorily completed, suggestions for improvement may be made. These may include an extension of time (at the recipient's own expense) to complete specific performance objectives as stated on the approved or modified application. If the suggestions are not implemented, economic sanctions, up to and including full reimbursement to the District of sabbatical leave compensation, may be levied.

CATEGORIES OF SABBATICAL LEAVE ACTIVITIES

1. Academic Study

The requirement in this category is a minimum of nine (9) units of coursework per semester of leave. If the sabbatical leave is for a combination of academic work and other approved work, the number of units taken may vary in proportion to the other components of the sabbatical leave assignment. An academic study proposal should indicate where coursework is to be taken, in which disciplines, and in what courses. If the exact courses usually offered are not available, indicate that the necessary units will be taken from a list depending on scheduling. If there is some doubt about which institutions you will attend, you should list the two or three institutions in which you plan to enroll.

The clearer and more specific you can be, the better your proposal will be understood. Upon your return to service, you will be required to include evidence of your sabbatical leave work as part of your report.

2. Independent Study

This category includes projects, or combination of projects, that can be described as individually designed work directly related to the field of responsibility of the sabbatical leave applicant. For historians or scientists, research may mean scholarly work as traditionally conceived. For musicians or artists, the category may mean composition or painting or other production typical of the field. For technology instructors, independent research may mean individual projects in electronics or welding or machine tool work. For language instructors, independent research may be aimed at the production of original tapes, slides, and syllabi to supplement current course materials.

The exact nature of the independent research must be clearly defined in the proposal. Moreover, the proposal must include criteria by means of which the project may be measured. The reason for this latter requirement is that sabbatical leave policy requires that there be a qualitative and quantitative approximation of independent research with

academic study. In other words, the independent research commitment must be roughly the equivalent of at least nine (9) semester units of coursework.

Since independent research is by its nature unique to each project, the quantity and quality measurement of the proposal is difficult. Yet there is in the profession a collective sense of what is appropriate in terms of the kind of work, level of work, hours expended, and results expected. A painter can indicate what kind and how many paintings will be produced. An historian can identify what topics will be studied and exactly how the research will be expressed, in how many papers, articles, books, or bibliographies.

For many, independent research is one of the most useful ways to benefit from a sabbatical leave personally and professionally. Good projects can be rejuvenating and rewarding to the individual and the college and District. On the other hand, the experience of the Sabbatical Leave Committee is that more than half the applications in this category are rejected on the first reading because they are too vague in conception, or too fuzzy in terms of intended outcomes, or too imprecise in how the committee can measure the work done against a standard like equivalency in course work. Typically, too much is taken for granted in independent research proposals. Because such proposals are in specialized areas, applicants should be especially aware that they are often writing for non-specialists who will look for clear language, identifiable methodology, quantitative and qualitative measures, and precise definitions of outcomes.

3. **Professional Growth/Creative Activity**

This category includes any combination of experiences that deepen the professional expertise of the applicant. For a psychologist this may mean work in a clinic or hospital. For an automotive instructor this may mean new training in a plant or hands-on experience in a factory. For a theater instructor this may mean work in a studio or on a stage.

Like independent research, professional growth proposals need to be as specific as possible, in terms of the kind of professional experience to be gained, the loci of the experience, and the criteria for measuring it, so that the committee can be sure that what is proposed is a growth experience that will enhance the professionalism of the applicant and can be measured as roughly equivalent to the effort involved in a corresponding amount of coursework.

Like academic study, professional growth projects involving specific colleges, businesses, industry, or the like, should clearly identify what is planned, where activity will occur, for how long, and with what identifiable results.

4. **Combination of Above**

Applicants may combine types of leaves. The requirements for such combined leaves are the same as for individual categories. .

In proposing a combination leave, the applicant has the obligation to present a specific and detailed plan. The plan must state benefits to the applicant and District, expressed as tangible, verifiable outcomes for each category selected in the combined leave application.

APPENDIX E-2: SABBATICAL LEAVE APPLICATION COVER SHEET

(Submit original and 5 copies)

This application should be completed after you have read the accompanying application instructions.

Name _____ Date of Application _____

College _____

I have read and understand the provisions of Article 9 and Appendix E-1: Sabbatical Leave Application Instructions of the YCCD/YFA Faculty Contract, including the Consequences of Noncompletion.

Faculty Applicant's Signature

Date

I have reviewed the faculty member's application and we have discussed coverage of the faculty member's duties for the duration of the sabbatical.

Immediate Supervisor's Signature

Date

1. **Certification of Eligibility (For use by HUMAN RESOURCES only)**

_____ Date of hire

_____ Number of years since last sabbatical report was submitted

_____ Number of sabbatical semesters taken since hire date

Employee is eligible for a one-semester sabbatical

Employee is eligible for a one-year sabbatical

Human Resources

Date

2. **Term(s) of Leave Request** (Check as appropriate)

Fall, 20__ **Spring, 20__** **Working Sabb. – Fall, 20__ & Spring, 20__**

3. **Purpose of Leave** (Check after reading application instructions)

_____ **Academic Study**

_____ **Independent Study**

_____ **Professional Growth/Creative Activity**

_____ **Combination of those checked above**

_____ **Retraining**

4. **Attachments:**

- Abstract**
- Proposal for Leave Activities**
- Proposal for Evidence of Completion**

APPROVALS:

5. Approved Unapproved

Sabbatical Leave Chairperson Date

6. Approved Unapproved

College Vice President Date

7. Approved Unapproved

College President Date

8. Approved Unapproved

District Chancellor Date
(on behalf of Board of Trustees)

APPENDIX E-3: SABBATICAL LEAVE REPORT INSTRUCTIONS

The instructions which follow are intended to assist you in completing your sabbatical leave report. Each *item* is required, but these are guidelines, not mandates.

1. **Complete the Sabbatical Leave Report Cover Sheet [Appendix E-4]**
Complete all the fields at the top including your signature verifying that you completed the sabbatical leave according to your application or according to any approved Amendments.
2. **Summary:** Write a succinct one-page summary for presentation to the Board of Trustees. The summary should reflect the application, abstract, and any approved amendment and provide a brief overview of what your project entailed, how you went about completing the project, and how the sabbatical leave has benefited your students, department, college, and/or District. Often, it is easier to prepare the full report on leave activities first, and then summarize the essential points. The summary should present a standard of scholarship appropriate to the status of a tenured professor at the college.
3. **Report on Leave Activities:** This represents the bulk of your sabbatical leave report. In the report, you should address the objectives of your sabbatical leave application and any approved amendments, describing the process you followed, what you learned, new skills you obtained, and new experiences. Whenever possible, describe how components and experiences of your sabbatical will provide continuing benefit to you, your students, your department, your college, and/or your district. It is also important to note what did *not* go according to plan. There may have been expectations that you professed in the application that did not work out as you had planned. This too is part of the Sabbatical experience and should be described in this report.

Your audience for this report is your vice president, president, chancellor, colleagues, and immediate supervisor. The report may be used during your next evaluation and will also be placed in your college's library for use by other faculty members in preparing their own applications and reports. While it is important to be thorough, it is not necessary to be exhaustive. The length of the report depends on the type and length of the sabbatical and the particular activities pursued by the faculty member.

4. **Evidence of Completion:** The purpose of the evidence of completion section is to provide objective verification that you completed your sabbatical leave as approved or as amended. You should address the evidence of completion you proposed in your sabbatical leave application and any approved amendments. Whenever possible, you should provide the exact evidence that you proposed in your application, noting that direct correspondence. However, you may find that the evidence you obtained is of a different nature than what you expected. Yet this alternate evidence may demonstrate the completion of a given component of your leave just as effectively as your original proposal. In these cases, you should explain the variation from your original proposal or its approved amendments.

Many faculty members have included such items as plane tickets and photographs of the places they visited, artwork they created, letters of support from those they came in contact with during their leave, or other items demonstrating that the leave went according to plan.

5. **Copy of Application:** You must include your approved sabbatical leave application, in its entirety, as an attachment to the report. Other faculty members preparing their own applications will be able to use your final report as a complete document from application to final approval. You may include the original or a duplicate copy, but either must include all the appropriate signatures on the Sabbatical Leave Application Cover Sheet.
6. **Copy of Written Rationale and President's Approval for Amendments:** If you sought and were granted any amendments to your original proposal per Article 9.19, the written rationale that you presented to the president, including your proposed evidence of completion, and the president's written approval must be included as appendices to this report.
7. **Due Date:** The sabbatical leave report must be submitted to the chairperson of the Sabbatical Leave Committee no more than 45 calendar days after the beginning of the semester immediately following such leave. Missing the deadline for submission of this report will delay your eligibility for your next sabbatical. (See Sections 9.22.3-4)

APPENDIX E-4: SABBATICAL LEAVE REPORT COVER SHEET

Consistent with Article 9 of YCCD/YFA Faculty Contract, the following report is submitted signifying compliance with the approved sabbatical leave proposal and contract and/or its approved amendments.

1. Name of Sabbatical Leave Recipient _____

2. College _____

3. Inclusive Dates of Leave _____

4. **Attachments**

- _____ **Summary**
- _____ **Report on Leave Activities**
- _____ **Evidence of Completion**
- _____ **Copy of the Original Sabbatical Leave Application**
- _____ **Copy of Written Rationale and President’s Approval for Amendments**

5. I affirm that I have completed my sabbatical leave contract as granted or as amended:

Signature of Faculty Member

Date

6. **The Sabbatical Leave Report was submitted within 45 calendar days** of the beginning of the semester following the leave. Eligibility for the next sabbatical will be based on years from the *beginning* of this semester.
- The Sabbatical Leave Report was NOT submitted within 45 calendar days** of the beginning of the semester following the leave. Eligibility for the next sabbatical will be based on the years from the *end* of this semester.

Signature of Chairperson of Sabbatical
Leave Committee

Date

7. *Sabbatical leave contract as approved or as amended has been completed.*

Signature of appropriate Vice President

Date

8. *Sabbatical leave contract as approved or as amended has been completed.*

Signature of President

Date

9. *Sabbatical leave contract as approved or as amended has been completed.*

Signature of Chancellor

Date

APPENDIX E-5: REQUEST FOR OVERLOAD ASSIGNMENT WHILE ON SABBATICAL LEAVE

Requests should be submitted as early as possible, but will be received up to one week prior to the beginning of the academic term of the assignment requested.

1. Name of Sabbatical Leave Recipient _____

2. College _____

3. Inclusive Dates of Leave _____

4. *I request the following assignment:*

Semester(s)	_____		
Course(s)	_____	Hours	(lec/lab)
Other	_____	assignment	(describe)

5. **Provide a rationale for this request.** (Attach supporting documentation as needed.)

6. **Explain how this assignment is compatible with your sabbatical application.**

7. **Immediate Supervisor:** Approve Deny

8. **Vice President:** Approve Deny

9. **President:** Approve Deny

(If request is denied, attach rationale.)

APPENDIX F-1: PLEDGE FORM FOR DONATION OF SICK LEAVE



Office of Human Resources
Donation of Sick Leave – YFA/LT
Pledge Form

Part A (Donating Employee)

In accordance with the Yosemite Faculty Association, Leadership Team, and District MOU, I hereby authorize the following sick leave donation. I understand that I must retain a minimum of 40 days (320.00 hours) of sick leave and that I must donate sick leave in not less than 8 hour increments.

Donating Employee Information: (please type or print)

Name: _____
Campus: _____ Division/Dept: _____

Type of Employee (circle one): Administrator Faculty
Effective date of sick leave transfer: _____

Sign and return form to: Office of Human Resources
Yosemite Community College District
2201 Blue Gum Avenue
Modesto, CA 95358

_____ Date _____ Donating Employee Signature

Part B (Human Resources Office Use Only)

_____ Balance of Donor’s Sick Leave before Donation Criteria Met
 Criteria Not Met
_____ Verification of Certification for Eligibility of Recipient Does Not Qualify

Donor’s Sick Leave balance decreased to _____ hours by _____, Effective _____
Recipient’s Sick Leave balance increased to _____ hours by _____, Effective _____

Copy to Payroll on _____ by _____

Processed By: _____ Processor Initials: _____
(Print HR Employee Name)

Copy to Employee
Original to HR

APPENDIX F-2: APPLICATION FORM REQUESTING SICK LEAVE DONATION



Sick Leave Donation
Employee Application Form
YCCD/YFA & Leadership Team

Part A (Employee)

I, _____, having reviewed the Sick Leave Donation
Plan, request a
(Print Name)

Solicitation for donations to be made through the Human Resources Office.

Please Note: Recipients are limited to 30 days of donated leave per academic year and are eligible after all accumulated sick leave has been exhausted and the employee is not eligible for or has not begun to receive long-term disability coverage. Applicants may be required to provide the committee with additional medical verification upon request.

Date

Signature

Part B (Human Resources Office)

- Employee has used all required fully-paid leaves
- Employee has not exceeded 30 days of donated sick leave in the current academic year

Date

Signature

Part C (Review Committee)

Request: Approved Denied

Comments: _____

Date

Signature

Copy to Employee
Original to HR

APPENDIX G: FACULTY SERVICE AREA AND REDUCTION IN FORCE TIMELINE

Faculty Service Area and Reduction in Force Timeline

Fall Semester: Colleges work as a team to identify areas for reductions

October: FSA applications due by October 1st

November: FSA applications reviewed by the FSA Committee

December: New FSAs approved by the Board of Trustees

January: YFA given notification of potential programs and full-time faculty affected by a possible RIF on or before January 15th

- Deans, VPs, Faculty, YFA begin working through possible retraining, reassignment, transfer, workload reduction/donation opportunities. Must be mutually agreeable.

March: Formal RIF notifications must be approved by the Board of Trustees at a scheduled meeting in the 30 days prior to March 15th. RIF notification letters go out to affected faculty via certified mail before March 15th.

- Deans, VPs, Faculty, YFA continue working through possible retraining, reassignment, transfer, workload reduction/donation opportunities. Must be mutually agreeable.
- Request For Hearing process takes place.

April: If a Request for Hearing is filed by affected faculty, hearings occur this month before an Administrative Law Judge.

- Deans, VPs, Faculty, YFA continue working through possible retraining, reassignment, transfer, workload reduction/donation opportunities. Must be mutually agreeable.

May: Final RIF approval by the Board of Trustees must take place by May 15th.

June: Last day contract for faculty who are laid off is June 30th.

APPENDIX H: FACULTY SERVICE AREA APPLICATION



A faculty service area is a service or instructional subject area or group of related services or instructional subject areas in which service is performed by faculty (Ed. Code, Section 87743.1). If an official reduction-in-force of faculty occurs, seniority rights may be exercised only in the Faculty Service Area(s) to which the faculty member has been assigned. A faculty member shall be eligible for qualification of an additional faculty service area by meeting both the minimum qualifications (Ed. Code, Section 87356) and the District’s competency standards (Ed. Code, Section 87743.3). For YCCD, Faculty Service Areas—Disciplines presented in the statewide list of disciplines, as found in the CCCCO Minimum Qualifications for Faculty and Administrators in California Community Colleges, current edition. Competency—Meeting the requirements outlined in Criteria A under Article 20.5.2 in the YFA Faculty Contract.

INSTRUCTIONS: Please complete this form and return it to your Academic Senate Office by October 1st. All evidence, such as transcripts, credentials, work experience verification, approved equivalencies, and resume must be attached to this form. Forms will be reviewed by faculty in or near the discipline requested and forwarded to the FSA Committee by November 1st.

Date:		Name:	
Department:		Position:	

FACULTY SERVICE AREA(S) ALREADY ASSIGNED:	ADDITIONAL FSA(S) REQUESTED:

1. In accordance with provisions of the Education Code and the Yosemite Faculty Association Faculty Contract, I am requesting that I be assigned to additional Faculty Service Area(s) as stated above. I certify that my educational background, experience and other qualifications are equivalent to what is required for faculty members in the department. I am qualified for the discipline(s) that I am requesting to establish as Faculty Service Area(s) as follows (as found in the CCCCO Minimum Qualifications for Faculty and Administrators in California Community Colleges, current edition):

I possess a fully satisfied (Lifetime) California Community College Instructor’s Credential in the following discipline(s):

--	--

For disciplines requiring a Master’s degree, I possess the following degrees and certifications/licenses (if applicable):*

For disciplines requiring an Associate’s degree and six years of full-time (or part-time equivalent) related experience OR a Bachelor’s degree and two years of full-time (or part-time equivalent) related experience, I possess the following degrees, experience, or certifications/licenses (if applicable):*

I have been through my college’s Academic Senate equivalency process and have been approved (supporting documentation attached).

2. **In addition to meeting the minimum qualifications for a particular FSA, you must also meet the competency Criteria A under the YFA Contract Article 20.5.2. Please indicate under which area you qualify:***

- I have performed teaching or service in the discipline in the District for a minimum of two semesters

Dean's signature verifying service

Date

- I have successfully completed (with a grade of C or better) six semester units or nine CEUs or a combination thereof of upper-division or graduate-level coursework directly related to the discipline within seven years prior to layoff notification
- For disciplines not requiring a master's degree, I have successfully completed six semester units or nine CEUs or a combination thereof of upper-division or graduate-level coursework directly related to the discipline within seven years of layoff notification; OR had the equivalent of 400 hours of documented work experience directly related to the discipline within seven years prior to layoff notification.
***In order for your request to be considered, you must attach supporting documentation to substantiate eligibility for the Faculty Service Area(s) as described above including transcripts, credentials, licenses, certificates, granted equivalencies, and a resume, if applicable.**

Applicant Signature

Date

<i>ACADEMIC SENATE OFFICE USE ONLY</i>		
Date Request Received: _____		
Faculty Recommendation to FSA Committee:		
Name/Date: _____ (Full-time discipline faculty)	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
Name/Date: _____ (Full-time discipline faculty)	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
Name/Date: _____ (Full-time discipline faculty)	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
Name/Date: _____ (Full-time discipline faculty)	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
Name/Date: _____ (Full-time discipline faculty)	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
Name/Date: _____ (Academic Senate President)	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny

<i>HUMAN RESOURCES OFFICE USE ONLY</i>		
Date Request Received: _____		
Faculty Service Area Committee Recommendation:	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
_____ FSA Committee Chair Signature/Date		

APPENDIX I: DUE PROCESS – EMPLOYEE NOTIFICATION PACKET

EMPLOYEE NOTIFICATION PACKET COVER SHEET

Pursuant to Article 39 of the YFA-YCCD Collective Bargaining Agreement, a faculty member who is under investigation by the District for alleged misconduct shall be provided an Employee Notification Packet. This Notification Packet includes the following forms and documents, which are contained within:

1. YFA Members Benefits Letter
2. Acknowledgement of Rights Form
3. Employee Notification Form
4. Summary of Interview Subject Matter

The Notification Packet *may* also include the following:

5. Notice of Placement on Administrative Leave

APPENDIX I-1: DUE PROCESS – YFA MEMBERS BENEFITS OF REPRESENTATION LETTER

[YFA LETTERHEAD]

Dear Colleague,

As a faculty member, you have the right to union representation during any District investigation of alleged misconduct and interview the District may authorize as part of that investigation. This letter from YFA is to inform you of the benefits of union representation during the investigation process and interview.

We strongly recommend that – except for conversations with your representatives -- you not discuss the allegations against you with any District officials or any other individuals until the time of your formal interview.

Benefits of union representation:

YFA urges all faculty to seek the support and representation of YFA when going through an investigation. YFA can help ensure that your procedural rights are protected, that the District conducts the investigation in a timely manner, that you are provided with all information to which you entitled during the investigation, and that you are treated fairly and respectfully. YFA honors the privacy and confidentiality of all faculty who participate in this process.

YFA representation is especially valuable during any investigatory interview and to prepare for such an interview. YFA officers have experience in representing faculty in this capacity.

In addition to this letter, the District has provided you with an Acknowledgement of Rights Form. If you wish to have YFA support you through this process, please so indicate on the form.

YFA will only represent you at your request. To protect your privacy, the District will not disclose to YFA that you are under investigation unless you authorize the disclosure using the provided representation form. YFA is always available to answer any questions you may have and can be reached at [PHONE] and [EMAIL].

[SIGNATURE]

[NAME AND TITLE OF A SPECIFIC YFA REPRESENTATIVE]

October 1, 2019

APPENDIX I-2: DUE PROCESS – ACKNOWLEDGEMENT OF RIGHTS

**ACKNOWLEDGEMENT OF RIGHTS
(Pursuant to Article 39.4.A.2)**

I, (name) _____, hereby acknowledge that on (date) _____, the District provided me with a letter from the YFA, subject line "YFA Members Benefits of Representation Letter." The letter informs me of the benefits of union representation during the District investigation that is currently being conducted into allegations that I have engaged in misconduct.

Therefore, I hereby:

- DO authorize YFA representation and disclosure of the investigation to YFA

- DO NOT authorize YFA representation or disclosure of the investigation to YFA.

If the member authorizes disclosure, all communications to the member regarding the investigation shall be copied to YFA.

If the member does not authorize disclosure, YFA shall be provided with a copy of the member's signed Acknowledgement of Rights Form upon demand.

Signature

Date

APPENDIX I-3: DUE PROCESS – NOTIFICATION OF INVESTIGATION

NOTIFICATION OF INVESTIGATION (Pursuant to Article 39.4.B)

This Notice is to advise you that the District has initiated an investigation into allegations that you may have engaged in employee misconduct. **Please read this Notice carefully, as it gives you information about the investigation process and your rights during this process.**

First, please note that the District takes a neutral stance when investigating possible misconduct and maintains the confidentiality of employee investigations to the fullest extent possible. No findings of wrong-doing have been made, and no findings will be made prior to completion of the investigation. Further, the investigation will not be closed until after the scheduled date for your interview.

Please be further advised that:

- The information received in your interview could lead to discipline. Therefore, you are entitled to have representation during the investigation your interview with the investigator.
- The investigation is confidential to the fullest extent possible (pursuant to Article 39.4.B.4). Please note the following (check which box applies):

The District recommends that you refrain from contacting the complainant(s) or witnesses to avoid even the appearance of interference or retaliation. However, this recommendation is not meant to deter, and does not affect, your right to contact and discuss the investigation with YFA, legal counsel, or to confer with colleagues for your mutual aid and protection.

OR

The District has determined that it is necessary to restrict you from discussing the investigation because of concerns regarding witness or complainant protection, danger of evidence being destroyed, danger of testimony being fabricated, or to prevent a cover-up, and that these concerns outweigh your associational rights. As such, you are required to keep the investigation confidential, except for communications with your legal counsel and/or union representatives.

NOTIFICATION OF INVESTIGATION
(Pursuant to Article 39.4.B)

-Continued-

- Every effort will be made to complete the investigation within ninety (90) days from when the District first received the complaint or information triggering the investigation. Where this is not possible, you will receive a status update on where the District is in its investigation and when it expects to be completed. When YFA represents the faculty member, the District and YFA will have a check-in meeting in person or by telephone.
- Once the investigation is complete, you will receive notice of the findings of the investigation, and whether the allegations investigated were or were not sustained.
- In the event the investigation leads to disciplinary action, you will be afforded all the pre-discipline due process rights to which you are entitled. This includes providing you, and YFA with your consent, with a copy of the information relied upon to issue any charges.
- We also are required to remind you that District policy and law prohibit retaliation of any kind against anyone involved in the investigation, against anyone whom you believe to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for serious discipline up to and including termination.

You will be contacted by _____ to schedule an appointment for your investigative interview. The interview will not be scheduled any sooner than ten (10) days from receipt of this Notice. A summary of the subject matter of your interview is also being provided to you.

If you have questions for the District you may contact _____ at:

If you have any for YFA, you may contact it at: [YFA email and phone]

APPENDIX I-4: DUE PROCESS – SUMMARY OF INTERVIEW SUBJECT MATTER

SUMMARY OF INTERVIEW SUBJECT MATTER (Pursuant to Article 39.4.C)

1. Names of complainants or reporters, if appropriate, at the discretion of the Vice Chancellor of Human Resources or designee:

2. What allegedly occurred, including a description of the subject matter and alleged conduct or actions at issue in the investigation (This may be included as a separate attachment, as space requires):

3. When the alleged misconduct occurred, including specific dates and times:

4. Where the alleged misconduct occurred, including specific locations, addresses, and room numbers:

This information shall be current and accurate at the time of interview. If, after interviewing the member, the District learns of other allegations during the investigation and seeks to re-interview the member, the member shall be provided with a new summary of the subject matter of the interview a reasonable amount of time prior to the interview.

Similarly, if prior to interviewing the member, the District learns of other allegations it wishes to cover during the interview, the member shall receive an updated summary a reasonable amount of time prior to the interview. Reasonableness shall necessarily depend on the complexity of the matter and the parties are expected to cooperate in expediting the process to the fullest extent possible.

APPENDIX I-5: DUE PROCESS – NOTIFICATION OF PLACEMENT ON ADMINISTRATIVE LEAVE

**NOTICE OF PLACEMENT ON ADMINISTRATIVE LEAVE
(Pursuant to Article 39.4.E)**

You have been advised that you are the subject of an investigation into possible misconduct. Pursuant to Article 39.4.E, you are being provided Notice that you are being placed on a non-disciplinary, involuntary, paid administrative leave during the pendency of the investigation. Your administrative leave:

- Nonemergency situation: at least 2 business days prior to your placement on administrative leave. (Article 39.4.E.2.a)

Begins on [date]

- Emergency situation: Within five business days of your having been placed on administrative leave. (Article 39.4.E.2.b)

Began on [date]

Administrative leave is only authorized where the alleged conduct includes: (a) acts of retaliation or intimidation; (b) acts of serious dishonesty or the destruction of property; (c) allegations which, if true, present a reasonable concern for the health or safety of others; (d) allegations which, if true, present a reasonable concern that the member's students are suffering educational harm; or (e) allegations the nature of which require the immediate preservation of physical evidence which may be compromised if the member is not placed on leave.

The general nature of the allegations that form the basis of the District's decision to place you on paid administrative leave during the investigation are as follows: