



**Yosemite
Faculty
Association**

FACULTY CONTRACT

**Between
The**

Yosemite Community College District

And The

Yosemite Faculty Association

July 1, 2017 – June 30, 2020

President, YFA

Date: 7/25/19

Chancellor, YCCD

Date: 07/25/19

DEDICATION

Much thanks and appreciation goes to each of the members of the YFA Negotiation Teams who helped in crafting the 2017-2020 Faculty Contract: Jim Sahlman, Tom Nomof, Dimitri Keriotis, Erik Andal, Stephen Choi, Jim Stevens, Iris Carroll, and Sarah Curl.

Thanks for your dedication in serving faculty and students, *Shelley Akiona, YFA President.*

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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
Instructor/Coordinator
Counselor
Counselor/Coordinator
Counselor/Coordinator/Specialist
Librarian
- 2.2 This unit shall exclude all other employees of the District. The exclusions are substitutes, 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 adjunct 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 District Procedure 6010 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 his or her accountable time anytime between July 1 and June 30. (See Article 4.5)

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 WEEK

The professional work week of all tenured, probationary, and temporary (contract) instructional and non-instructional faculty shall be 40 hours under a traditional calendar. Since 2001, YCCD has been under a compressed calendar which equates the traditional 40 hour week to 42.5 hours for all tenured, probationary, and temporary (contract) instructional and non-instructional faculty.

4.1.1 - WORKLOAD

- a. The base load for each full-time instructional faculty member will be 15 equated hours for credit courses, effective Fall 2019. There may be exceptions as noted below in 4.1.1 b and c.
- b. 3-unit introductory composition courses (limited to MJC ENGL 101, 102, 103 and Columbia ENGL 1A, 1B, 1C) shall each constitute 25% of a full-time faculty assignment.
- c. In order to evaluate the following courses MJC ENGL 105, 106, 111 and Columbia ENGL: 10, the class size shall not be fewer than 31 and load 25% Fall 2019 and Spring 2020 at which time the parties shall evaluate the data on enrollment and success to set an appropriate class size and load factor up or down. These classes are exempt from the class size capacity determination working group in Spring 2019.
- d. **Equated Hours.** Hours of lecture and laboratory, scheduled as either full-term or short-term courses, count toward the 15 equated hours differently. Laboratory hours are credited as 80% of lecture hours. There may be exceptions as noted in 4.1.1.e.

1 weekly hour of lecture = 6.67% load.

Example: A typical 3-unit lecture is 3/15 or 20% of a fulltime faculty load. A faculty member teaching all lecture will teach 15 units of lecture, or 15 weekly hours in a traditional schedule, to achieve 100% load.

1 weekly hour of laboratory = 80% x 6.67% lecture load = 5.33% lab load.

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 fulltime faculty load. A faculty member teaching all laboratory will teach 18.75 weekly hours in a traditional schedule to achieve 100% load.

The faculty member's total teaching load can be calculated as:

$$\text{Total Teaching Load} = \frac{\text{Weekly Lecture Hours}}{15} + \frac{\text{Weekly Lab Hours}}{18.75}$$

- e. There may be exceptions to the 80% lab load as noted below:
 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. The workload for Work Experience and Independent Study is prorated based upon past practice of 5% load per 8 students supervised, or 0.625% load per student.
- g. To promote equity in compensation between instructional and non-instructional faculty members for reassignments, if reassigned time for a non-instructional faculty member results in an overload, it shall be compensated comparable to that for an instructional faculty member with an instructional load.

Example: A 10% reassignment for an instructional faculty resulting in 10% overload results in payment for 27 hours at the instructional rate. A 10% reassignment for a non-instructional faculty member resulting in a 10% overload would be compensated as a stipend for 27 hours at the instructional rate. If these two faculty members are at the same step and column, their payments for this same 10% reassignment will be identical.

4.1.2 For instructional faculty, the professional work week is comprised of both accountable and professional times shown on the following chart.

NOTE: An additional 2.5 hours, due to the compressed calendar (16.4 weeks), is added on to each of the load classifications below in weekly student contact hours and prep/grading time.

LOAD CLASSIFICATION	ACCOUNTABLE HOURS		PROFESSIONAL HOURS		TOTAL HOURS	Add'l Hours	Total Hours Compressed
	Student Contact Hours	Office Hours	Prep/Grading/Curric.	Other Professional (See 4.1.3)			
15 Eq Hour Load (Mostly lecture)	15	5	15	5	40	2.5	42.5
15 Eq Hour Load (Mostly laboratory)	20	5	10	5	40	2.5	42.5

4.1.3 INSTRUCTIONAL FACULTY ACCOUNTABLE TIME

Accountable time for instructional faculty consists of classroom time as listed in the chart above, office hours as referenced in Article 4.3, and the equivalent of four seven-hour flex days (28 hours total per year). (Note: Faculty with overload assignments are accountable for additional flex hours associated with each overload course.)

4.1.4 INSTRUCTIONAL FACULTY PROFESSIONAL TIME

Professional time for instructional faculty includes, but is not limited to, lecture/laboratory preparation; grading; record keeping; shared governance; curriculum development; department/division meetings; participation in outcomes assessment and analysis, individually and/or in groups; program development, review, and promotion; college and district committee participation; student advising; community and student outreach and/or special responsibilities that may be appropriate to a particular faculty assignment such as attendance at advisory committee meetings or contacts with other educational institutions, organizations, businesses or industry.

4.1.5 NON-INSTRUCTIONAL FACULTY ACCOUNTABLE TIME

Under a non-compressed calendar, accountable time for non-instructional faculty (e.g., counselors, librarians, coordinators, lab instructors, specialists) consists of the equivalent of 171 six-hour days for a total of 1026 accountable hours, and the equivalent of four seven-hour flex days (28 hours total per year). Based upon mutual agreement with the immediate administrator, non-instructional faculty may annualize these hours to meet student demand. Non-instructional faculty members who, nevertheless, instruct courses as part of their base load may count both the course hours and an appropriate amount of preparation, grading, and record keeping toward their accountable hours.

4.1.6 NON-INSTRUCTIONAL FACULTY PROFESSIONAL TIME

Under a non-compressed calendar, professional time for non-instructional faculty (e.g., counselors, librarians, coordinators, lab instructors, specialists) consists of the equivalent of 171 two-hour days for a total of 342 professional hours. Professional time for non-instructional faculty includes, but is not limited to, study and review of new and revised guidelines in the field; participatory governance; participation in outcomes assessment and analysis, individually and/or in groups; curriculum development; program development, review, and promotion; college and district committee participation; community and student outreach and/or special responsibilities that may be appropriate to a particular faculty assignment such as attendance at professional, regional or statewide conferences or contacts with other educational institutions, organizations, businesses or industry.

4.1.7 NON-INSTRUCTIONAL WORKLOAD

For non-instructional faculty, the professional work year is comprised of both accountable (1026 hours) and professional (342 hours) time for a total of 171 days x 8 hours = 1368 hours. Based upon mutual agreement with the immediate administrator, non-instructional faculty may annualize these hours.

4.2 ASSIGNMENTS

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

- 4.2.1 The parties recognize that there may be variations in an individual faculty member's assigned workload within the reasonable limits of normal workload variation.
- 4.2.2 Any individual faculty member may voluntarily exceed the traditionally accepted ranges, contingent upon Association agreement.
- 4.2.3 Each college's Office of Instruction agrees to maintain the workload baseline data, and any mutually agreed upon subsequent modifications, in an automated, retrievable format. This information shall be available to faculty upon request.
- 4.2.4 The maximum weekly contact hours for full-time instructional faculty shall be 20 hours. (See Article 4.8, Workload for Athletics, Physical Education, Recreation and Health Education).
- 4.2.5 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 OFFICE HOURS

- 4.3.1 The instructional faculty member on a 100% contract will select and hold at least 5 office hours per week at times convenient to students in their classes.
- 4.3.2 The parties understand that in some situations faculty are able to meet with students informally during extended laboratory hours.

4.4 LIMITATION OF NUMBER OF PREPARATIONS

The number of regular course preparations 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:

- 4.4.1 **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.
- 4.4.2 **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 YCCD Vice Chancellor, Human Resources 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 a determination.

4.5 **ANNUALIZED LOAD**

The annualized load permits the full-time (regular and probationary) instructor's teaching assignment to include the time period of summer, fall, and spring of the school year as an alternative to the normal assignment which includes fall and spring assignment for a full-time instructor in the given discipline. The sum of the hours for the annualized load will equal the sum of the hours for the normal fall and spring full-time assignment. The annualized load will be assigned with the approval of the instructor, responsible administrators, and the Vice President of Instruction.

4.5.1 **Procedures**

1. Request for annualized load may be initiated by the instructor or immediate administrator.
2. Instructor 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 Vice President of Instruction.
 - a. Should proposal be denied, Vice President of Instruction will meet with instructor and appropriate administrator to discuss proposal and a resolution.
 - b. Annualized load will be monitored by immediate administrator and Vice President of Instruction.

4.6 **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 academic year in which the underload occurs through one of the following:

- Bumping adjunct faculty load (See Article 7.2.a)
- Late start or early summer sections (beginning prior to June 30) may be added to meet faculty load; Completion of other activities which may be assigned by the immediate administrator in consultation with the Vice President and with mutual agreement from the faculty;

- Use of banked leave hours to cover the deficit (See Article 10);
- Reassignment according to Article 13;
- Retraining according to Article 21.

4.6.1 If underload occurs for more than two consecutive semesters, faculty shall discuss opportunities for reassignment, retraining or program viability with the immediate administrator and the Vice President.

4.7 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 adjunct load, when the college's Minimum Class Size Guidelines (Article 4.9) 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 by end of 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.
6. For large classes (Article 4.10), only the ten enrollments above capacity but uncompensated by large class multipliers are available for balancing.

Example: Class C normally has a capacity of 40 but is being taught as a large lecture of 100 students. Ten students, representing enrolled students numbers 41-50, are available for balancing a low-enrolled course within the instructor's load. Starting with the 51st enrollment, the instructor receives additional compensation per Article 4.10.

4.8 **OVERLOAD CLASSES**

No full-time faculty member shall be required to teach an overload. The immediate administrator shall retain the right of assignment for overload. Faculty shall be compensated for all overload worked.

4.8.1 Regular/Contract members may provide services of up to 67% beyond their regular load in any given semester. 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. Immediate administrators shall retain right of assignment.

4.8.2 Faculty may not be assigned to teach an overload if professional work week obligations (as delineated in 4.1 above) are not met.

4.9 **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.

4.9.1 **Minimum Class Capacity Guidelines.** 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.

4.9.2 **Establishing Standard Class Capacities.** This process is designed to establish consistent class capacities across the district, resulting in comparable courses at both institutions having the same class capacity. The process shall be guided using the Class Capacity Determination Form, see APPENDIX B-1 .

4.9.3 **Class Capacity Work Groups.** Class Capacity Work Groups shall be formed for each discipline *or related groups of disciplines* (e.g., Subject Codes) to analyze and determine appropriate class capacities in accordance with the schedule outlined in 4.9.4.. The work groups shall consist of the following representatives for a total of four members: 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. The work groups shall convene and conduct reviews on a timely basis and make every attempt to reach consensus. If a majority decision cannot be reached, the decision will return to a negotiations session between the District and the YFA on May 15, 2019. For Class Size Capacity, see APPENDIX B-2.

4.9.4 **Schedule.** The work groups shall convene during Spring semester 2019 to determine the class capacities. If a discipline work group does not establish a class capacity by May 10, 2019 then the course will be assigned to a standard class capacity in increments of 5 up to 40 at the negotiations session between the District and the YFA on May 15, 2019. The class capacities will be effective Fall semester 2019.

- 4.9.5 Class capacities may be revisited after the course has been offered for at least four semesters at the determined size, not including summer sessions, or earlier by mutual agreement.
- 4.9.6 **New courses.** Class capacities for new courses shall follow the same process as outlined in section 4.9.3, including a Class Capacity Determination Form, and form an ad-hoc work group to reach consensus on an appropriate class capacity. If consensus cannot be achieved, the District and the YFA shall convene in a timely manner and consider the matter.
- 4.9.7 The Curriculum Committee shall not act to approve the new course until the parties have reached agreement on the appropriate capacity.

4.10 **LARGE CLASS ACCOMMODATIONS**

4.10.1 **Overview**

The provisions are designed to encourage faculty to participate in a large class format, whenever it is educationally sound. The higher productivity of large classes supports other important but smaller course offerings of the colleges. Large classes generate revenue (apportionment) based on the additional students enrolled. Some of this additional apportionment is returned to the faculty member's division through a Block Grant Supplement. (See Article 4.10.5 below).). Large class multipliers begin with the 51st student enrolled, as in Article 4.10.5 below. Student enrollments above capacity and below 51 shall be at the discretion of the instructor to help the college meet its enrollment targets and/or for class size balancing as described in Article 4.7.

4.10.2 **Eligibility**

The large class accommodation applies to classes with a standard capacity of at least 40 students. It also applies to the lecture component of stacked lecture/lab classes where, for instance, two sections of 30 students each meet separately for laboratory activities but meet concurrently for lecture. The instructor shall receive extra compensation and the department shall receive a block grant supplement for the lecture component, based on the formula.

4.10.3 **Conditions**

All large lecture classes must be pre-approved and scheduled with mutual agreement with the unit member and the immediate administrator. Class size at census is used to determine load factors.

4.10.4 **Large Class Formula**

Load factors increase starting with the 51st student enrolled and increase by 0.02 per additional student enrolled as of census. The load factor for the class shall be multiplied by the formula: $[1 + (\text{Enrolled} - 50) \times .02]$

Example: 62 students enrolled as of census in a class with a 20% load.

$$\text{Calculated Load} = 20\% \times [1 + (62-50) \times .02] = 20\% \times 1.24 = 24.8\%$$

Typical Examples: 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 adjunct and overload classes shall be multiplied by the load factor as calculated above.

4.10.5 **Block Grant Supplements**

A block grants shall be provided to the appropriate division for each large class with at least 75 students. The value of the block grant shall be \$150 multiplied by the load factor. **Example:** A 75-student class would earn $1.5 \times \$150 = \225 . Each Division office shall prepare requests for large class block grant supplements by the end of the third week of the semester and submit them to the Instruction Office. Revenue to fulfill these grants shall come from existing flexible campus allocations and shall be used for professional development, travel, equipment, supplies, or other needs within the department generating the funds.

4.11 **WORKLOAD FOR ATHLETICS, PHYSICAL, RECREATION AND HEALTH EDUCATION**

The following clarifies the workload agreement as it relates to this division/area, especially to coaching.

- 30 formula hour system remains in effect at Modesto Junior College. At Columbia College, equated hours are used.
- Coaching hour will be equated to activity hour for full-time faculty.
- The District reserves the right of assignment to manage workload variations between non-coaching faculty and faculty with coaching assignments.
- Current maximum class size will increase by 5 students for all activity classes at Modesto Junior College and Columbia.

The current 30 formula hour departmental system at Modesto Junior College allows for coaches to fulfill their full-time load responsibility by a variety of ways: coaching, lecture classes, activity classes and reassigned time. It is possible for all coaches to work a 20-hour workload, if there are available lecture classes and/or reassigned time opportunities.

By this agreement, all coaches at both Columbia College and Modesto Junior College will be able to be within the 20-hour workload agreement.

4.12 **FACULTY ADVISING**

In the interest of uniformity and consistency, immediate administrator shall inform faculty of their obligation to offer advising through one of the following options:

1. Advising be offered during regular office hours.
2. Advising as scheduled and agreed upon by the faculty member for hourly compensation based on the formula described in Article 14, Compensation.
3. Advising as scheduled and agreed upon by the faculty member and District for in lieu credit toward Flex or Institutional Days responsibilities.

Counselors will continue to provide advising services as part of their regular assigned duties during their regular office hours. They also may provide advising during their five (5) additional responsibility days for which they already receive a stipend. While these practices continue, counselors also may participate in additional advising beyond their regular responsibility days as per Items 4.12.2 and 4.12.3. This language does not preclude other options which are agreeable to the faculty and district. It is further assumed that past practice in advising may continue.

4.13 YFA/DISTRICT WORKLOAD APPEALS COMMITTEE

The Yosemite Faculty Association (YFA) and Yosemite Community College District (District) will establish a joint committee for the review of workload. The committee will be named the YFA/District Workload Appeals Committee.

4.13.1 The purpose of the YFA/District Workload Appeals Committee is to hear requests regarding workload adjustment for a particular unit or division from the faculty or administrators of that unit or division. Recommendations for adjusting workload of a particular unit or division shall include the potential implications regarding cost and productivity for the unit, division, and college, and may include recommended definitions and calculation of workload. The recommendation for adjusting workload, including all documentation, will be forwarded to the appropriate Vice President and the President of both colleges for review, acceptance, and implementation. Implementation will be structured through a Memorandum of Understanding between the District and the YFA, which will be binding through the remaining term of the contract, unless subsequently amended.

4.13.2 The YFA/District Workload Appeals Committee will be composed of six members. The District and College Administration will select three members, and three members will be selected from faculty.

4.13.3 The YFA Representative Council will elect the three faculty members, nominated by the YFA Executive Board.

4.13.4 All six members of the committee are required to be present for business to take place.

4.13.5 The committee shall convene periodically to hear requests for load adjustments. The committee will hear from those requesting the review. The faculty or administrators making the request are responsible for gathering information to document the need for the proposed workload adjustment. If patterns develop in load adjustments, the committee may make a recommendation to the YFA Representative Council that the definition or calculation of workload be evaluated.

4.13.6 This committee shall not concern itself with allegations of the misapplication or violation of contractual workload provisions, which are dealt with through out the contractual grievance process. The committee shall not hear requests from one

unit or division regarding the workload of another unit or division.

4.13.7 The District and the YFA Representative Council may conduct a review of this Committee and its processes as part of the annual cycle of negotiation.

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 (adjunct) 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 4.1, 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 adjunct 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 adjunct 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 adjunct 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 (see Article 4.1.3 and 4.1.5), 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 Adjunct 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 the Education Code.

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

Part-time (Adjunct) 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 (ADJUNCT) FACULTY

7.1 HIRING PROCEDURES

7.1.1 The instructional units/subject areas will determine what additional positions are needed for the adjunct 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 (ADJUNCT) FACULTY ASSIGNMENTS

- a. An assignment to an adjunct 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 adjunct faculty member shall be paid for one class meeting up to a maximum of three hours at his/her hourly rate.

7.3 REEMPLOYMENT PREFERENCE

7.3.1 For the purposes of this article, adjunct 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. An adjunct 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 adjunct faculty members with reemployment preference.

In all cases, adjunct faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no adjunct faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that adjunct faculty member.

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

- a. The length of time adjunct faculty have served in the Yosemite Community College District;
- b. The number of courses adjunct faculty have taught in the Yosemite Community College District;
- c. The evaluations of adjunct faculty;
- d. The availability, willingness, and expertise of adjunct faculty to teach specific classes or take on specific assignments that are necessary for student instruction or services.
- e. Adjunct faculty members will be ranked among other adjunct faculty within their department(s) using the Part-time (Adjunct) Faculty Point Accrual Worksheet provided in APPENDIX D.
 1. Adjunct faculty members shall continue to accrue points within their department(s) based upon all criteria listed in the Adjunct Point Accrual Worksheet, provided that they maintain “satisfactory” performance evaluations as defined in Article 6 and APPENDIX C.
 2. Adjunct 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 adjunct faculty members will resume accumulation of points. There is no make-up of points.
 3. Adjunct 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 adjunct 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. Adjunct 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 adjunct faculty member shall be allotted points within each department of service using the Part-time (Adjunct) 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 adjunct 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 adjunct faculty within their faculty service areas.
- e. Retired faculty may begin teaching as adjunct faculty in compliance with STRS regulations and within the appropriate faculty service areas. Retired faculty teaching as adjunct instructors shall be awarded 9 points for each year of service since Fall 2004. Reemployment preference for newly retired faculty shall be limited to a load below 34%. Additional points shall be accrued using the same criteria for other adjunct faculty. Nothing shall prohibit the dean from assigning a load in excess of 34%. The right

to return as an adjunct and claim 9 points per year of service shall expire if not exercised within three years of retirement.

- f. Adjunct faculty (including retired faculty) who teach in more than one discipline shall have separate adjunct point accrual worksheets completed for them. Accrued points shall not cross-over into other disciplines (e.g., an adjunct faculty member may have a high number of points in one discipline, but a low number of points in his/her second discipline).
- g. An adjunct 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 adjunct faculty by the District Office and by the Yosemite Faculty Association website.
- h. All adjunct faculty reemployment, including retired faculty serving as adjunct instructors, shall occur after full-time faculty baseloads have been assigned and set as stated in Article 4.1.1. Full-time faculty baseloads will not be altered to accommodate adjunct 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. Adjunct 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 adjunct 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 adjunct 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 adjunct 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

The District will gather details associated with the state funding source for adjunct office hours called the “Community College Part-Time Faculty Office Hours Program.” The District will bring those to YFA for discussion of options. Should a mutually agreeable solution be found, the contract language of this article will be modified accordingly.

7.6 ACCESS TO SUPPLIES

All adjunct 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 adjunct faculty members in accordance with the Affordable Care Act.

7.8 RETIREMENT PLANS

7.8.1 CalSTRS: An adjunct 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 his/her election becomes irrevocable until employment is terminated. New adjunct faculty have thirty days in which to choose a retirement plan.

7.8.2 APPLE Program: If the adjunct 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, adjunct faculty are encouraged to refer to the “Packet for Newly Hired Adjunct 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 adjunct 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, his/her 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 –Article 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 growth and renewal, 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 six units of academic study per semester with time for 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, travel, professional growth/creative activity, or some combination of these as delineated below. (See Appendix D-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 six (6) units each semester or the equivalent in an accredited institution of higher education.

B. Independent Study Leave

An Independent Study Leave includes any kind of project, or 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. Travel Leave

A Travel Leave is one during which the employee shall remain in travel status two (2) months for each semester of leave granted. Travel is intended to benefit the faculty member and the District in the same manner as the other approved categories.

D. 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.

E. Combination of Above

Types of sabbatical leaves may be combined. One (1) calendar month of travel is considered as equivalent to three (3) semester units.

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 reduced during the course of the sabbatical. District compensation will be as follows:

Option A: 70% of the regular annual contract salary

Option B: 85% of the regular salary for the semester on leave and 100% for the other semester

Option C: 92.5% of the regular annual contract salary

9.6.1 **Use of Banking to augment District support:** A sabbatical leave recipient may increase his/her sabbatical leave compensation to an amount equal to his/her regular contract salary by utilizing the banking provisions of Article 10 as follows:

Option A: Use banked hours equivalent to 30% of each semester.

Option B: Use banked hours equivalent to 15% of the semester on leave.

Option C: Use banked hours equivalent to 15% of one semester.

Services to meet this obligation also may be met during the year immediately following a sabbatical.

9.6.2 **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.

9.6.3 **Additional Earnings:** While on sabbatical leave, a faculty member shall not receive combined compensation in excess of his/her 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" (Option C) 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 Procedure 2710 – Intellectual Property and Copyright and Article 28.3)

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 he/she has completed six (6) full years of bargaining unit service.

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 his/her 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 his/her 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.

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 E1: 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 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 third Friday of January, 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 prior to February 1 with his/her written comments.

9.13 **REJECTION BY CHANCELLOR**

Should the chancellor choose not to forward a Sabbatical Leave Committee recommendation to the Board of Trustees, he/she will notify the committee in writing of his/her 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 prior to April 1.

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 he/she will not be able to take the Leave as granted, he/she should notify the college president at the earliest possible time and 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 his/her 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, he/she 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 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 Article 9.19).

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 E3: 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 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 should be present at this meeting. 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 his/her recommendation and the accompanying report to the chancellor.

9.22.6 The chancellor will present the summary and his/her 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 his/her 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 assignment he/she will have upon return to campus.

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, the same 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. Contract (probationary) or tenured (regular) faculty members either full or part-time employed less than a full year will receive that portion of applicable leaves as their length of service relates to a full year.

"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.

A faculty member may not be required to serve as a substitute as a result of absence of another faculty member under these leave provisions.

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.

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

Leave will be used on a day by day basis for each responsibility day missed by a faculty member. A responsibility day during which no assignment has been made will be considered a missed day for leave purposes only if the responsibility day(s) immediately preceding and immediately following that day are missed.

11.2 SICK LEAVE

11.2.1 Faculty members employed full time for a regular contract year shall be credited with ten (10) days 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 physical and mental disability absence which make continued employment impractical.

11.2.2.1 Pursuant to Labor Code 233, a unit member may use, during any contract year, up to six (6) days of accumulated sick leave for the illness of a dependent child, parent, spouse, or domestic partner. These days 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.

11.2.5.1 This provision shall not be applicable if there is more than one (1) complete school 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 Verification of sick leave utilized by contract (probationary) and tenured (regular) faculty members shall normally not be required for periods of absence less than five (5) consecutive days. (See Article 11.3 below)

11.2.9 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**

Existing negotiated contract language provides that sick leave utilization shall be for the physical and mental disability absence which makes continued employment impractical. The contract also provides that verification of sick leave use by unit members shall normally not be required for periods of absence less 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 his/her 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 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 and 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 his/her opportunity to seek assistance from YFA.

- c. If the two medical reports conflict, a third medical opinion at district 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 his/her management supervisor.

11.4 PERSONAL NECESSITY LEAVE

11.4.1 Faculty members may elect to use not more than six (6) days 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 a temporary leave of absence for the death of any member of the immediate family, without loss of salary. This leave will be for no longer than three (3) consecutive days, except if out-of-state travel or one-way travel of more than two hundred fifty (250) miles is required, five (5) consecutive days 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 commence within seven (7) calendar days from the date of the death of the family member, and days used shall be taken consecutively, unless prior written authorization is obtained from the District.

11.5.3 Faculty employed on an hourly basis shall be entitled to leave of absence due to the death of any member of his/her 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.

11.6 **JUDICIAL AND OFFICIAL APPEARANCE LEAVE**

Judicial and Official Appearance Leave shall be granted for 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 his/her 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 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 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 CHILD REARING LEAVE

A leave of absence of up to one year may be granted upon request, without pay, to a faculty member for the purpose of raising his/her child.

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 unit 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 his/her 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 purpose of conference attendance, exchange teaching, or for other purposes which provide a benefit to the Division/Area, the College, or the District.

11.14 PROFESSIONAL LEADERSHIP LEAVE

11.14.1 Professional Leadership Leave may be granted 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 duties of that office.

11.14.2 The Professional Leadership Leave may be granted for a period of one 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 his/her 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 his/her representative on his/her 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 TRANSFER PROCEDURES

13.2.1 Faculty Initiated Transfer

Transfers shall be made within the District consistent with the following procedures. To be considered for transfer, faculty must have a completed Transfer Request form on file at the District Human Resources office (See APPENDIX G-1). These request forms will be kept on file for two years. Faculty may update the original Transfer Request Form upon expiration by re-signing and re-dating the form. When a position becomes available, only faculty with Transfer Requests on file will be notified. Once notified of the possibility of transfer, the faculty member must submit within five (5) business days a letter of interest and a current resume that includes educational background, work experience, and the names of three (3) professional references.

If a transfer request is on file, all transfer candidates will be guaranteed an interview and consideration by the committee. All transfer candidates will be notified of their status in writing before the position is posted for open competition.

The following criteria (unranked) will be considered when internal candidates apply for transfer.

- Interview with Selection Committee
- Qualifications and experience of the transfer candidate for the position
- Length of service to the District
- Needs of the transfer candidate
- Educational and operational needs of the District

The transfer candidate's accumulated banked time will transfer to the respective college.

In the event no Transfer Request is on file or none is selected by the college, the District shall post notices announcing vacancies and application guidelines following standard hiring procedures.

13.2.2 **Administrative Transfer Procedures**

Transfers initiated by the District, in consultation with the College Presidents, may be made to fill educational or operational needs. 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 his/her 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.

Transfers will not be made in an arbitrary, capricious, or discriminatory manner.

13.2.3 **Other Considerations**

Any successful transfer, either faculty initiated or administrative initiated, shall result in an evaluation in the new assignment during the first year and begin a new evaluation cycle under Article 6.

Faculty will automatically receive the Faculty Service Area for their new assignment after transfer. Seniority within the district shall not be affected due to transfer.

13.3 **REASSIGNMENT PROCEDURES**

13.3.1 **Faculty Initiated Reassignment**

Faculty initiated reassignment may only occur within a college.

Partial Load Reassignment:

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.

Full Load Reassignment:

A contract (probationary) or regular (tenured) faculty employee may initiate a full load reassignment to a discipline other than the employee's current discipline by filing an annual Reassignment Request Form with the appropriate Vice President

of the college before June 30. Reassignment Request Forms can be acquired from the Human Resources Office (See also APPENDIX G-2). The request for reassignment shall remain confidential until an appropriate position is authorized by the college. Prior to the first meeting of a screening committee, the Vice President shall: 1) notify the faculty employee in writing of the anticipated opening; and 2) notify both immediate administrators affected by the reassignment request.

The Vice President, the immediate administrator for the new assignment, and one to three faculty representatives from the requested or related discipline shall meet to discuss and create a recommendation for the reassignment request. A decision shall be made before a job opening is posted or any new employee is recruited. The Vice President shall forward the group's recommendation to the President. If the faculty employee's request is approved, he or she shall be reassigned to that discipline and an MOU will be created to reflect the new assignment and placed in the employee's personnel file. If the faculty employee's reassignment request is not approved, he or she may discuss the denial with the Vice President or President.

A faculty employee who fails to file a written request for reassignment by June 30th, or who is denied a reassignment request, may apply for an open faculty position through the Human Resources Office and the regular procedures established for job application.

13.3.2 Administrative Initiated Reassignment

An administrative 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. No reassignment shall be affected for punitive reasons and no such reassignment shall be affected arbitrarily or capriciously. Upon reassignment, an MOU will be created to reflect the new assignment and placed in the employee's personnel file.

13.3.3 Other Considerations

Any full load reassignment, either faculty initiated or administrative initiated, shall result in an evaluation in the new assignment during the first year and begin a new evaluation cycle under Article 6. Full load reassignment will not affect a faculty member's seniority within the district. Faculty who are approved for a full load reassignment will automatically receive the Faculty Service Area for the new discipline they have been reassigned. Faculty who are approved for a partial load reassignment will receive the Faculty Service Area after two semesters of teaching in the new discipline. Seniority within the district shall not be affected due to reassignment.

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

14.1 TOTAL COMPENSATION MODEL

The District is committed to opening the next round of negotiations with YFA with the intent purpose of developing a revised formula for total compensation to include “hard”, fixed, agreed upon external comparison benchmarks in order to eliminate all language in the current contract that may be deemed “aspirational”.

YFA and the District agree to the development of a new Resource Allocation Model (RAM) through a participatory governance process under the direction of the new District Fiscal Advisory Committee (DFAC). The purpose of the RAM is to initiate an inclusive approach to district-wide budgeting, and allow the colleges and constituent groups to meaningfully participate in conversations and collaborate in this effort. The DFAC and the development of the RAM are not to supplant collective bargaining which is the purview of the respective employee groups.

The parties further agree to develop the RAM over the course of 2018-19 and 2019-20 school years with the preferred implementation to occur during the 2020-21 negotiations. In developing the RAM, the parties will consider priorities such as, but not limited to, the following:

1. The development of a formula that can readily be used to calculate potential salary increases for YFA in a given fiscal year, while still having flexibility to accommodate downturns in funding from the state and other unexpected events that negatively impact the district’s funding. In the event a formulaic driven solution cannot be developed and agreed upon through the DFAC process, the end result will at a minimum be a new framework for how the parties will come to an agreement during future negotiations.
2. To provide for salary and benefit improvements for employees.
3. To base salary and benefit improvements for employees on actual revenue received from COLA and the Student Centered Funding Formula (SCFF) while also providing a pre-determined mechanism to address reductions in ongoing revenue for the District.
4. To provide resources to maintain a competitive position in the market and support the recruitment and retention of employees.
5. To maintain adequate reserves for cash flow, self-insurance retentions, OPEB, deficit factors applied to revenue, support for Facilities and Informational Technology Total Cost of Ownership, and emergencies to avoid borrowing of funds.

6. For the purposes of the 2020/21 negotiations, the Santa Rosa study, the California Federation of Teachers, AFL/CIO (CFT) study, and Governor's Budget, May Revise, and other appropriate data elements will be used to achieve a mutually agreed upon target. The parties shall adhere to the following deadlines:

- Fall 2019 meetings to establish target
- January 31, 2020 target identified
- Spring 2020 negotiations
- June 30, 2020 negotiations complete
- July 1, 2020 implementation of compensation formula

If the above dates cannot be met the parties may mutually agree to extend the deadline for a maximum of six months. This extension shall only occur one-time.

In the unexpected event the parties do not implement a new model by the agreed upon deadline (July 1, 2020, plus any agreed upon extension), then the faculty will receive a 2% increase on schedule effective July 1, 2020 and the parties will work to finalize the compensation formula.

The parties understand that it is the expectation that the RAM is used to allocate resources responsibly and in such a manner as to avoid budget reductions, hiring freezes, and/or reductions in programs and services to be able to balance the annual budget.

14.2 **ADJUNCT TOTAL COMPENSATION**

The agreed upon YCCD parity goal for adjunct salaries is 70%. The formula to determine current adjunct parity percent is as follows:

- 15 hours x 17.5 weeks x 2 semesters = 525 hours
- 70% parity goal equals 1/750 of full-time salary step

14.3 **ELEVEN MONTH CONTRACT**

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

14.4 **ADJUNCT/OVERLOAD SALARY SCHEDULE**

14.4.1 The Certificated Adjunct/Overload Hourly Salary Schedule will have eleven steps year round . (See APPENDIX A-2)

14.4.2 Effective Spring 2016, newly hired non-instructional faculty will be paid on the certificated adjunct/overload hourly salary schedule for part-time hours and overload hours.

14.4.3 The Non-Instructional Hourly Pay formulas are as follows:

14.4.3.1.1 For Counselors, Librarians, and Nurses:

$$\text{Hourly Salary} = \text{Annual base salary} \div 200 \div 6$$

(200 days, 6 hours per day, per Board Policy 4106.1)

14.4.3.1.2 For other non-instructional hourly pay:
Hourly Salary = Annual base salary ÷ 200 ÷ 7
(200 days, 7 hours per day, per Board Policy 4106.1)

14.5 STEP INCREMENTS

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

14.6 FRINGE 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:

1. Effective October 1, 2018 and through September 30, 2019, YCCD shall continue to provide two fully-paid “base” health plan options provided the cost is \$1,600 or less. Employees will be offered “buy-up” health options and will be responsible for the difference in the premium between the “base” plan and the applicable “buy up” plan. Medical benefits shall be renegotiated beginning in Spring 2019 for the plan year starting October 1, 2019. . Employees may elect to enroll themselves, their spouse/domestic partner, and their eligible dependents into any of the four plans listed above. Fully paid dental and vision benefits will continue to be provided by the District through September 30, 2019.

The selection of any of the Buy Up Plan options provided as previously stated is the affirmative obligation of the eligible employee/retiree. Benefits described herein shall not be provided in the absence of written notification of selection and the District shall not be liable for any penalties or medical expenses which the employee may incur.

A Flexible Spending Plan (aka a Section 125 plan) shall be continued for all YCCD employees.

14.6.1 An administrative service only vision insurance plan.

14.6.2 A \$50,000 term life insurance plan selected by the District.

14.6.3 An income protection/short-term and long-term disability insurance plan selected by the District.

14.6.4 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 his/her own expense and subject to carrier approval, may continue to participate in the District's medical benefits program until the surviving spouse's 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 the 2013-2014 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. 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.

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.

15.1.2 **Experience**

- A. Teaching—Year for year up to a maximum of nine years. Highest initial placement possible is Step 10.
- 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.

15.1.3 **Academic Units**

All units earned, with a grade of C or better, above the A.B. Degree, and those received within the A.B. considered graduate courses and so designated on the transcript of the awarding institution. 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.

- 15.1.4 **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, he/she may submit a request to the Vice President of Instruction for a special review of his/her degree. Upon recommendation of the Vice President of Instruction and approval of the Chancellor or his/her designee, such special degree may be accepted in whole or in part for advancement, placement or degree-related stipend.

- 15.1.5 **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.

15.5 **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: ADJUNCT AND OVERLOAD SALARY PLACEMENT AND ADVANCEMENT

16.1 Adjunct /Overload Salary Schedule Terms and Conditions

There will be no salary differential between lab and lecture classes.

The following placement and advancement terms and conditions apply:

16.2 Initial Placement

16.2.1 Adjunct: An instructor not under regular contract with the Yosemite Community College District teaching a full semester will be placed on the certificated adjunct (part-time) hourly salary schedule based on earned collegiate units and prior experience (maximum entry placement, Step 10).

16.2.2 Tenured (regular), Contract (probationary) and Temporary (employed by contract): An instructor who has a regular full-time assignment with the Yosemite Community College District will be placed on the certificated overload hourly salary schedule consistent with regular certificated salary schedule placement, not to exceed Step 10 (Step 10 for regular academic year, Step 13 for summer school).

16.3 Step Advancement

16.3.1 Adjunct Instructor employed to teach a full semester: 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 10.

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

A year is defined as two semesters, not to include summer sessions. 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 Tenured (regular), Contract (probationary) and Temporary (employed by contract or adjunct): Advances at his regular rate on the certificated salary schedule up to a maximum of Step 10 or the highest step on the column.

Note: If the instructor leaves the program but continues to gain teaching experience at another institution, or in the case of the instructor in the vocational program who continues to gain experience, he will be credited with one year for each two years of additional experience, not to exceed Step 10. Column advancement depends upon the acquisition of additional collegiate units.

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 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 17: RETIREE PRO RATA SALARY PROGRAM

17.1 The Board shall offer an annual employment contract to any regular faculty employee who will become a retired faculty employee prior to the next academic year and is at least 55 years of age and who has been employed by the District as a faculty employee full time for at least ten years. Employment under this article shall commence in the next academic year and shall be limited to a maximum of five years of participation.

17.2 An eligible faculty employee may apply to receive an employment contract under this article by submitting a written request to the College President with a copy to the Division Dean or appropriate administrator as early as possible but no later than two before the effective date of the employee’s resignation from the District for the purpose of retirement.

17.3 Notwithstanding the above, the Dean may decline to offer an initial contract under this article to an otherwise qualified faculty employee if, in the judgment of the Dean, the

faculty employee cannot perform the principal duties of the assignment. This judgment shall be based upon evaluation material, and other materials properly included in the faculty employee's personnel file.

17.4 A retired faculty employee employed under this article shall, within the limits established by the applicable retirement laws governing post-retirement service, up to the STRS allowable maximum earnings limit at the time of retirement in accordance with Section 14.5, be entitled to part-time employment during the academic year at the appropriate pro rata share of the salary and load the employee was receiving during the last academic year prior to retirement. The retired faculty employee shall possess adjunct status and be entitled only to non-cumulative fully paid sick leave and personal necessity leave, each provided on a pro-rata basis.

17.4.1 Faculty employees retiring under this article shall be eligible to earn up to the above specified limit which shall remain the limit for the duration of the faculty employee's participation in the program. For example, a faculty employee entering the program in 2009-10 could not earn more than \$27,940 for the first and each subsequent year of participation, and the percentage of a full-time load required for this maximum earnings once initially calculated would remain unchanged for the duration of employment under this article. The \$27,940 limitation shall be adjusted for future new entrants to the STRS limitation in effect at the time of the faculty employee's entrance into this program. Faculty need to be aware of possible penalties imposed by STRS if earning more than this amount.

17.4.2 Faculty employees retiring under this article who are enrolled in PERS shall be eligible to earn up to the above specified STRS limit or the PERS limit whichever is less, consistent with the PERS retirement laws governing post-retirement service.

17.5 A retired faculty employee employed under this article shall fulfill the appropriate pro rata share of his or her professional duties, including, but not limited to teaching, counseling, library services, advising, committee service, and all other instructional or instructionally related assignments that would have been required had the employee continued as a full-time employee. Depending on the needs of the division, instructionally related assignments may include, but are not limited to, team (mentor) teaching, mentoring, grant writing, evaluation of part-time faculty, service on a tenure or hiring committee, and program support activities.

17.5.1 All faculty who are employed under this article shall fulfill their contracts during the academic year, except for Counselors and Librarians who may fulfill their contracts outside the normal service period which support the fall or spring semesters.

17.5.2 Courses fulfilling the retired faculty load for this contract will be subject to each college's cancellation policy (guidelines for low enrolled classes) in a manner similar to an instructor with full-time status.

- 17.6 The services provided under this article shall be specified in a written Article 13.7 Annual Plan mutually agreed upon by the faculty employee and the Division Dean or appropriate administrator. Each year the Article 14 faculty employee shall consult with his or her Division Dean or appropriate administrator and work out such a mutually agreeable written plan for the services he or she will perform during the subsequent year of employment under this article. This plan shall specify the nature of the service and the location within or outside the District where it is to be performed and the times at which it will begin and be completed. It is the responsibility of the retired faculty employee to file this completed plan with the Vice President of Instruction at their respective college in accordance with the timelines established below. Faculty will create a new Annual Plan for each year of participation. This Annual Plan must be completed by March 1st of each academic year.
- 17.6.1 A faculty employee who fails to file an Article 14 Annual Plan or fails to complete the mutually agreed-upon plan shall be dropped from the program.
- 17.6.2 Verified illness or injury which prevents the retired faculty employee from filing or completing the plan shall not be cause for automatic dismissal from the program.
- 17.7 The duties that a retired faculty employee is assigned to perform under this article shall usually be established by mutual consent between the retired faculty employee and the Division Dean or appropriate administrator. However, the Board retains the discretion to assign retired faculty employees to duties that are appropriate to the program or staffing needs of the District. Notwithstanding Section 14.6, an assignment is not considered available for the purposes of this article if, at any time before the beginning of the semester or the beginning of the assignment, whichever is later, the assignment is needed to fill the normal load of a regular faculty employee or the assignment is cancelled. If an assignment is not available or is cancelled, a good-faith effort will be made to find an alternative assignment consistent with this agreement. Alternative assignments may include unassigned existing classes, newly added classes, assignments in subsequent semesters, or duties that the Board determines are appropriate to the program or staffing needs of the District.
- 17.8 Each department will schedule for Article 14 assignments as though the instructor is an adjunct faculty member. All attempts will be made to meet the faculty member's needs for scheduling and course selection. Yet, program specific needs may take precedence as determined by the Division Dean.
- 17.9 Provided the services performed under this article are satisfactory, an employment contract issued under this article shall be renewed annually for a maximum of five years. At the conclusion of the maximum permissible years of service under this article, employment with the District may continue as adjunct faculty.
- 17.10 A retired faculty employee may be terminated if the President concludes that the retired faculty employee does not meet the standards of performance and academic excellence

that are required of faculty employees by the District. The conclusion of the President shall be based upon:

- 17.10.1 An official evaluation as defined in Article 6 completed by an appropriate dean as though the faculty member were a fulltime employee---every three years. The dean will address the professional duties outlined in the faculty's Annual Plan. The faculty is guaranteed the rights to evaluation and grievance identified in this contract.
- 17.10.2 Either party may reopen this article at any time by providing the other party with a notice of intent to reopen.

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 pro-rated. 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—ie. “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 adjunct 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.

19.2.3 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.

19.2.4 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.

19.2.5 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.

19.2.6 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.

19.2.7 A lottery with YFA representation will be used to determine seniority for the unit members hired on the same day.

19.2.8 A faculty employee holding an FSA shall be entitled to “bump” a less senior faculty employee in that same FSA.

19.2.9 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)

19.2.10 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.

19.2.11 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.

19.2.12 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.

19.2.13 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 he/she is qualified, based on meeting minimum qualifications or as a result of equivalency at pro rata pay.
- 19.5.3 Library privileges shall be provided to all laid off faculty, comparable to tenured faculty.
- 19.5.4 YCCD shall provide an email account to all laid off faculty for the entire 39 months that they are eligible for reemployment.
- 19.5.5 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.
- 19.5.6 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.
- 19.5.7 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.

19.5.8 The District shall follow Education Code requirements related to rehire provisions for faculty employees laid off by a reduction in force.

19.5.9 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 he/she holds the FSA.

20.3 Faculty Service Areas shall be aligned with the Board of Governor’s adopted Disciplines List. 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:

- B1. 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

20.6.1 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 Beginning Fall 2012, 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 15. 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 October 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. 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 Board of Governors adopted Disciplines List 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 the 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 his/her 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 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 he/she maintains 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 UNIT MEMBERS

Names, addresses, and telephone numbers of unit members as provided to the District by the unit members shall be provided the Association annually.

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 **RELEASE TIME**

23.8.1 **Reassigned Time**

The Yosemite Faculty Association will be provided the opportunity to purchase up to 2.0 FTE reassigned time at actual replacement cost.

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 released time to YFA officers engaged in documentable negotiations and/or grievances.

23.8.4 The District shall pay for the release 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 unit members at meetings where disciplinary action may result, if requested by the unit member.

ARTICLE 24: ORGANIZATIONAL SECURITY AND PAYROLL DEDUCTIONS

24.1 All probationary, temporary, regular and adjunct certificated faculty members represented by the Yosemite Faculty Association, as a condition of continued employment, shall be dues paying members of the Association or pay a Fair Share Service Fee (FSSF) to the Association in accordance to the current dues or Fair Share Service Fee schedule. There shall be no “free rider” option in the bargaining unit represented by the Association.

24.2 Effective with the 2004 academic year, the District will implement automatic payroll deductions for all current probationary, temporary, regular and adjunct certificated faculty members in accordance with the District’s procedures and the Yosemite Faculty Association’s dues and Fair Share Service Fee schedule. In case of an employee’s bona fide religious objection, the District will implement automatic payroll deduction and payment to a designated charitable fund in lieu of the Fair Share Service Fee. The District will implement automatic payroll deductions for all new probationary, temporary, regular, and adjunct faculty members.

24.3 Any unit member may be exempted from payment to the Association’s dues if that person is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting an “employee organization” as defined in Section 3540.1(d) of the Act. The Yosemite Faculty Association reserves the right to determine if a particular religious body qualifies for this exemption. The exempt unit

member shall, as an alternative to payment of a Fair Share Service Fee, pay an equal amount to one of the following: the Modesto Junior College Foundation, the Columbia College Foundation, or the United Way.

- 24.4 The Yosemite Faculty Association agrees to provide the District with thirty (30) days advance notice of any change in dues or Fair Share Service Fee structure following notification of such changes to the YFA membership and FSSF payers.
- 24.5 With respect to all authorized sums deducted by the District for membership dues and Fair Share Service Fee, the District agrees to promptly remit such monies to YFA along with the alphabetical list of all unit members having dues, FSSF's, or contributions automatically deducted with their salary.
- 24.6 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.
 - 25.1.1.1 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, his/her 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 his/her 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 his/her 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, he/she 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.

25.3.2.1 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 his/her findings of fact, reasoning and conclusions of the issued involved.

25.3.4 Motions to Dismiss

25.3.4.1 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 he/she consider it his/her 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 subtraction) 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.

26.4.1 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 a 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

28.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiations 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 continue in effect to and including June 30, 2020 and from day-to-day thereafter until such time that the parties reach agreement on a successor agreement.

31.2 RENEGOTIATION DURING THE 2017--2020 CONTRACT

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.

31.2 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.

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

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

ARTICLE 32: SAVINGS PROVISION

32.1 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 6030.) The District also recognizes the academic freedom rights of our students. (See District Policy 5580)

34.1.1 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.

34.1.2 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 6030)

34.1.3 **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)

34.1.3.1 **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.

34.1.3.2 **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.

34.1.3.3 **Shared Governance Documents**

Divisions and/or areas shall create shared governance documents that describe the decision making process and organizational structures within the division/area 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 division decision can supersede the YFA/YCCD contract. Furthermore, the division cannot establish policies that abrogate the rights and responsibilities of the division dean/area administrator. These division shared governance documents shall be approved by mutual agreement of the division/area faculty and the division dean/area administrator and shall be reviewed by each division/area at least every five years.

34.1.4 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 2710)

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 Emeritas 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 Emeritas ID card, Emeritas 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 Purpose

Online Education offers faculty and the District new and creative ways in which to deliver approved curriculum.

37.2 Definition

For the purpose of this article, Online Education will be defined as any class where more than 50% of instruction is scheduled online. For evaluation purposes, please see Article 6 and APPENDIX C for definitions. Should the State Chancellor's Office change the definition of online education, Section 37.2 shall be reopened.

37.3 Assignment

While the District encourages the use of technology to provide alternative learning forums, no faculty member shall be required to teach an online education course without formal training or demonstrated expertise in online teaching. With mutual agreement, the immediate administrator may assign faculty to online courses once they are trained or possess previous experience in online teaching. No fulltime faculty member will teach 100% online for the academic year (fall/spring). Exceptions to the 100% restriction may

be granted by the college president and the faculty member shall provide a written plan to meet professional obligations.

37.4 Training and Incentives

Prior to teaching online for the first time, faculty shall complete training to teach online as described in the college's distance education plan.

Any faculty member who completes training to teach online shall receive one of the following incentives: 1) course credit for column advancement on the salary schedule, 2) hours applied towards professional hours obligation (Article 4), 3) hours applied towards Flex obligation, or 4) stipend contingent upon grant funding.

37.5 Initial Online Assignment and Review/Mentorship Incentives

If faculty teaching online for the first time are asked to have their initial online offering reviewed, the Distance Education Coordinator and/or at least one faculty approved to teach online, and the new online faculty's immediate administrator will review the course.

37.5.1 Faculty members who agree to review an online course shall work as peer mentors to new online faculty. Peer mentor duties may include "touring" the new online class, report writing, meeting with the immediate administrator, Distance Education Coordinator, and new online faculty member. A peer mentor shall receive one of the following incentives: 1) hours applied towards professional hours obligation (Article 4), 2) hours applied towards Flex obligation, or 3) stipend contingent upon grant funding.

37.6 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.

37.7 Online Office Hours

Faculty may conduct office hours from a remote location in an amount proportional to the percentage of their load attributable to online education courses. Office hours conducted from a remote location must be regularly scheduled and synchronous communication

37.8 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.

37.9 Professional Duties

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

37.10 Learning Management System (LMS)

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

37.11 Distance Education Coordinator

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

37.12 Due Process

37.12.1 Due Process will be consistent with traditional face-to-face courses and will follow college policy in relation to handling student complaints.

37.12.2 Any violations of due process will be subject to the grievance procedure, as outlined in Article 19 of the Contract.

ARTICLE 38: Intentionally left blank

ARTICLE 39: DUE PROCESS AND MISCONDUCT INVESTIGATION PROCEDURES

39.1 Scope

This Article shall apply to District misconduct investigations of Article 2.1 bargaining unit members. The parties recognize that the District is subject to various laws and regulations which may require additional procedures outside the scope of this Article. This Article shall apply to instances where a bargaining unit member is the subject of a District-initiated misconduct investigation which results either in an investigatory interview or in findings adverse to the employee.

39.2 Mutual Respect for a Fair Process

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 misconduct. 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 misconduct investigation. A misconduct 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 Defined

A misconduct investigation is a District-initiated investigation of a faculty member alleged to have engaged in misconduct, based on information received from a formal or

informal complaint made by an identifiable author, a credible report of misconduct, manager observations, or other credible sources of information. The District shall use the preponderance of evidence standard for misconduct investigations. An anonymous accusation of specific misconduct 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 Employee Notification Packet

Prior to conducting any investigatory interview of a bargaining unit member, the District must send the employee an Employee Notification Packet no later than ten (10) business days before the member's appointment for an investigatory interview, attached to this Agreement at Appendix J. The Notification shall include the YFA Members Benefits Letter, Acknowledgement of Rights Form, Employee Notification Form, and Summary of Interview Subject Matter, specifically as follows:

A. YFA Members Benefits Letter and Acknowledgement of Rights Form

The member shall be provided with notice of his or her right to representation, which shall include:

1. A copy of the YFA Members Benefits Letter informing members of the benefits of union representation during the investigation process, attached to this Agreement at Appendix J.
2. A copy of the Acknowledgement of Rights Form, attached to this Agreement at Appendix J, which: (a) includes a space for the member to sign and date acknowledgment of receipt of the above-referenced YFA letter; and (b) indicates whether the member is authorizing 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 request.

B. Employee Notification Form

The member shall be provided a notification form providing the following information:

1. The District takes a neutral stance when investigating possible misconduct and no findings of wrongdoing have been made;
2. The District maintains the confidentiality of the investigation to the fullest extent possible;
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 under Article 39.6.A or the employee fails or is unable to participate in the interview.

- 4a. The District recommends that the faculty member refrain from contacting the complainant(s) or witnesses to avoid even the appearance of interference or retaliation. However, the faculty member may contact and discuss the investigation with the Union, their union representative, or legal counsel, and confer with their colleagues for their mutual aid and protection.
- 4b. Alternatively, if the District determines that it is necessary to restrict the faculty member from discussing the investigation because of witness or complainant protection, danger of evidence being destroyed, danger of testimony being fabricated, or to prevent a cover-up, and determines that any such concerns outweigh the faculty member's rights, the District may instead inform the faculty member that they are required to keep the investigation confidential, except for communications with the faculty member's legal counsel or union representatives. The District's determination and direction to the employee under this subsection are subject to grievance.
5. 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:

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

6. The employee will receive notice of the findings of the investigation, and whether the allegations investigated were or were not sustained;
7. In the event the investigation leads to disciplinary action, the employee will be afforded all the pre-discipline due process rights to which the member is entitled. This includes providing the employee, and YFA with the employee's consent, with a copy of the information relied upon to issue the charges; and
8. District policy and law prohibit retaliation of any kind against anyone involved in the investigation, against anyone the employee believes 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.

C. Summary of Interview Subject Matter:

1. If appropriate, and at the discretion of the Vice Chancellor, Human Resources or designee, the name of the complainant(s), or individual(s) whose concerns caused the District to initiate an investigation.
2. What allegedly occurred. The employee shall be entitled to a description of the subject matter and alleged conduct or actions at issue in the investigation.
3. When the incident(s) allegedly occurred, including specific dates and times, based on the information available at the time the notice is given.
4. Where the incident(s) allegedly occurred, including specific locations, addresses, and room numbers, based on the information available at the time the notice is given.

Further, 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.

D. Additional Information to YFA

When YFA represents the faculty member under investigation, 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:

1. A summary of the allegations with as much specificity as possible, based on the information available at the time the notice is given.
2. Additional relevant and necessary information requested by YFA in its representation of the faculty member under investigation, except for copies of written complaints.

Nondisclosure: The District shall provide the above information unless it concludes that disclosure is not allowable or otherwise determines that it has a

compelling reason permitted by law not to disclose, based on the specific facts of the matter. If the District does not disclose any or all of the information listed above, it shall promptly notify YFA in writing of the basis for the denial and offer to meet and confer with YFA to identify information it is able to provide that meets YFA's needs and otherwise seek to accommodate the request through redaction or other means.

E. Additional Notice Requirements Where Member is Placed on Paid Leave

1. 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 a misconduct investigation. However, in exercising this discretion, the District acknowledges that even a nondisciplinary, 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.

2. Notice of Leave

- a. Nonemergency Situation:** At least two business days prior to placing a member on an involuntary, paid administrative leave, the District shall provide the member with written notification of the general nature of the allegations of misconduct 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.
- b. 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.

3. 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.

4. Definition of Nondisciplinary 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 for unnecessarily delay completion on the basis that the statutory or regulatory deadline 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 an adjunct 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. (Attached Education Code Sections 87734, 87031 - APPENDIX K)

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 10 working days, of receipt of a letter of reprimand or notification of derogatory information being placed in his/her personnel file and shall have his/her response attached and placed in his/her 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 SCHEDULE

<p align="center">YOSEMITE COMMUNITY COLLEGE DISTRICT CERTIFICATED SALARY SCHEDULE 2018-2019 (2%) Effective January 1, 2019</p>					
	Column I	Column II	Column III	Column IV	Column V
Academic Placement or Vocational Placement	<p align="center">MA BA+2 yrs. Exp. or AS+6 yrs. Exp.</p> <p align="center">88% of highest Non-Doctorate Column (Column IV)</p>	<p align="center">MA+12 or BA+48</p> <p align="center">92% of highest Non-Doctorate Column (Column IV)</p>	<p align="center">MA+24 or BA+60</p> <p align="center">96% of highest Non-Doctorate Column (Column IV)</p>	<p align="center">MA+36 or BA+72</p> <p align="center">Highest Non-Doctorate Column</p>	<p align="center">DOCTORATE</p> <p align="center">Highest Non-Doctorate Column (Column IV) plus Doctoral Stipend</p>
Step No.					
1 (A)	61,125	63,903	66,682	69,460	72,028
2 (B)	63,610	66,501	69,393	72,284	74,852
3 (C)	66,098	69,102	72,107	75,111	77,679
4 (D)	68,585	71,702	74,820	77,937	80,505
5 (E)	71,072	74,303	77,533	80,764	83,332
6 (F)	73,556	76,899	80,243	83,586	86,154
7 (G)	76,043	79,499	82,956	86,412	88,980
8 (H)	78,529	82,098	85,668	89,237	91,805
9 (I)	81,015	84,698	88,380	92,063	94,631
10 (J)	83,502	87,298	91,093	94,889	97,457
11 (K)	85,989	89,898	93,806	97,715	100,283
12 (L)	86,764	90,707	94,651	98,595	101,163
13 (M)			95,495	99,474	102,042
14 (N)			96,900	100,938	103,506
15 (O)			98,032	102,117	104,685
16 (P)			98,875	102,995	105,563
17 (Q)			100,268	104,446	107,014
18 (R)			101,410	105,635	108,203
19 (S)			102,254	106,515	109,083
20 (T)			103,639	107,957	110,525
21 (U)			104,791	109,157	111,725
22 (V)			105,636	110,037	112,605
23 (W)			107,009	111,468	114,036
24 (X)			108,171	112,678	115,246
25 (Y)			109,542	114,106	116,674

1. A doctoral stipend is provided to recognize an earned doctorate as indicated in Column V. Its current value is \$2,568 per year.

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

APPENDIX A-2: CERTIFICATED ADJUNCT/OVERLOAD SALARY SCHEDULE

<p style="text-align: center;">YOSEMITE COMMUNITY COLLEGE DISTRICT CERTIFICATED ADJUNCT/OVERLOAD HOURLY SALARY SCHEDULE 2018-2019 (2%) Effective January 1, 2019</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 (A)	58.21	60.86	63.51	66.15	68.60
2 (B)	60.58	63.33	66.09	68.84	71.29
3 (C)	62.95	65.81	68.67	71.53	73.98
4 (D)	65.32	68.29	71.26	74.23	76.67
5 (E)	67.69	70.76	73.84	76.92	79.36
6 (F)	70.05	73.24	76.42	79.61	82.05
7 (G)	72.42	75.71	79.01	82.30	84.74
8 (H)	74.79	78.19	81.59	84.99	87.43
9 (I)	77.16	80.66	84.17	87.68	90.12
10 (J)	79.53	83.14	86.76	90.37	92.82
11 (K)	81.89	85.62	89.34	93.06	95.51

Based on 1/1050 of the 2018-2019 Certificated Salary Schedule.

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.



Yosemite
Faculty
Association

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 his/her 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 his/her 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 his/her 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 his/her 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 his/her administrative designee) or the immediate administrator not approve the Professional Improvement Proposal or certify the work completed, he/she 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. Non academic 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

APPENDIX B-1: CLASS CAPACITY DETERMINATION FORM



Class Capacity Determination Form

Overview:

The purpose of this form is for codifying the maximum class capacity in a given course. Relevant factors include both maximizing the learning environment to promote student success as well as maintaining the responsible balance of District resources, including human resources.

The class capacity of every course is the same regardless of teaching modality (i.e., face-to-face, hybrid, or online) as stated in Article 37.8 (Class Size and Load) of the YFA Contract and [Title 5, section 55208\(b\)](#).

.....

Date: _____

College: Columbia MUC (NOTE: Be sure to check with the other college if the same course is offered)

Division: _____ Discipline: _____

This form is being used for: a single course multiple courses falling into a similar category (e.g., performance, lab, clinical, traditional lecture, etc.)

_____ List category above for multiple courses

List ALL course prefixes and numbers for this course, regardless of college and/or cross-listing: _____

_____ List ALL course names for this course, regardless of college and/or cross-listing: _____

_____ Course Outline of Record: Lecture Hours _____ Lab Hours _____

Teaching Modality (check ALL that apply): Face-to-face Hybrid Online

Class Size Work Group Members: _____

Note: The class capacity for this course is determined to be _____ students, regardless of teaching modality.

Below are justifications that provide the rationale for this class capacity of this course, based on: (1) mandate or regulation (a reference source must be provided); (2) safety conditions (review criteria on the next page); and/or (3) pedagogy (review criteria on the next page).

(REVIEW CRITERIA ON NEXT PAGE)



Class Capacity Determination Form

Mandate or Regulation

- Ability to comply with specific accreditation or relevant external requirements and standards

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 in CTE related courses)
- 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 level 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

APPENDIX B-2: CLASS SIZE CAPACITY

The following class sizes were agreed upon and finalized between YCCD and YFA in May 2019.

Outcomes resulting from this discussion will be added when available.

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 ADJUNCT 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.	I.A./Evaluation Committee	End of Week 4
<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 		
3. Train Evaluators	YFA/YCCD	End of Week 6
4. Conduct first evaluation	Evaluation Committee	End of Week 10
<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 		
5. Prepare preliminary evaluation report	I.A.	End of Week 14
<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 		

- | | | | |
|-----|---|-----------------------------------|----------------|
| 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 | Evaluation Committee | End of Week 20 |
| | <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 | | |
| 9. | Prepare evaluation report, including recommendation regarding continued employment, and meet with evaluatee | I.A. | End of Week 21 |
| | <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 | | |
| 10. | Forward the evaluation report for “fast-track” approval through the following individuals: | I.A., V.P., President, Chancellor | End of Week 22 |
| | <ul style="list-style-type: none"> · The appropriate Vice-President · The college President · The Chancellor | | |
| 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 (adjunct/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 evaluatee and the I.A. shall be added to the committee. | I.A. | 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 – ADJUNCT FACULTY

- **Evaluation for adjunct 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 adjunct 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: <ul style="list-style-type: none"> · Adjunct 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 <ul style="list-style-type: none"> · 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
· Meet with peer evaluator
· Review student evaluations
· Write narrative and complete form
· Meet with evaluatee to transmit findings
· If deficiencies noted by I.A.:
- 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 such 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 his/her immediate administrator. The faculty member may be accompanied by a peer from his/her 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 – ADJUNCT FACULTY

*Use this form for evaluation of all **adjunct** (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-5f: *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-5g: *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-5h: *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-5i: *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 he/she 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 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 adjunct 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 	
COUNSELING ABILITY AND KNOWLEDGE	COMMENTS
<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 • 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 his/her 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 	

<ul style="list-style-type: none"> • 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 believe the Articulation Officer did especially well during the time you observed or interacted with him/her?

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 • 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 his/her 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"/>

13. The nurse was knowledgeable about other community services I may need.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The nurse was knowledgeable about the over the counter products offered in the health services office.	<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 nurse did especially well in your interaction?

2. What might the nurse have done to enhance your Health Services experience?

3. Is there anything else you would like to add?

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 • Assignments are sufficient in number and scope to warrant course units and achieve 	

the course objectives	
GRADING	COMMENTS
<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 adjunct 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 (see Article 4.1.3 and 4.1.5), such as scholarly publications or presentations; community participation; regional/state/national/international professional organization participation.

APPENDIX D: PART-TIME (ADJUNCT) FACULTY POINT ACCRUAL WORKSHEET

Adjunct 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. All boxes must be checked for the points to be added to the faculty member's total.

- The faculty member earned a Satisfactory rating on his/her most recent evaluation.
- The grades for this term for all classes taught by the faculty member were submitted by the college deadline.
- All rosters for credit courses taught by the faculty member were certified by the deadline.
- All positive attendance records for courses taught by the faculty member were submitted by the deadline.
- The division office was properly notified of all absences from class, lab, or assigned staffing hours.
- There are no persistent, unresolved, and documented student complaints alleging violations of California Education Code 87732 (See Article 40.3)
- The faculty member has not been found to have violated California Education Code 87732.
- The faculty member met the flex obligation associated with this semester's classes.

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 must succinctly define the purpose of the sabbatical leave by stating objectives, planned activities, benefits to the students, faculty member and District, and verification of outcomes, both 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 six semester (or 9 quarter) 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 any kind of project, 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 six 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. **Travel**

This category requires a minimum of two months of travel for each semester of sabbatical leave granted. Travel is intended to benefit the faculty member and the District in the same manner as the other approved categories. Consequently, in the evaluation of the application, considerations of quality and quantity of travel are weighed equally with the applicant's explanation of planned outcomes. The applicant must explain how the travel will benefit him/her professionally, and how the District will benefit from the applicant's travel experiences.

Examples of travel leave include the language instructor who desires intensive language and cultural immersion, the social sciences instructor who wants to keep current on the social, political, and economic scenes of other countries, or the business instructor who would benefit greatly from visiting schools and businesses here and abroad.

The applicant must recognize that the travel leave proposal carries the same obligation to define outcomes as other sabbatical leave categories. The application for travel leave must describe a specific itinerary and define tangible and verifiable outcomes that will professionally benefit the faculty member and YCCD.

4. **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.

5. **Combination of Above**

Applicants may combine types of leaves. The requirements for such combined leaves are the same as for individual categories. For example, when travel and academic study are used in combination, one calendar month of travel is considered as equivalent to three semester units of study.

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 D1: 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.	<p>Certification of Eligibility (For use by HUMAN RESOURCES only)</p> <p>_____ Date of hire</p> <p>_____ Number of years since last sabbatical report was submitted</p> <p>_____ Number of sabbatical semesters taken since hire date</p> <p><input type="checkbox"/> Employee is eligible for a one-semester sabbatical</p> <p><input type="checkbox"/> Employee is eligible for a one-year sabbatical</p> <p>_____ Human Resources</p> <p style="text-align: right;">_____ Date</p>
----	---

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**
 _____ **Travel**
 _____ **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 S(d)]:** 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 one-page summary for presentation to the Board of Trustees. The summary should 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.
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-2: REASSIGNMENT REQUEST FORM

**Yosemite Community College District
Faculty-Initiated Full-Load Reassignment Request Form**

Please refer to the Article 13 of the YFA Agreement for more information regarding academic reassignment. Please Note: Filing of this form does not guarantee a reassignment.

Discipline in which you seek reassignment: _____

Reassignment is available only within your current college assignment. You may not use this form to request reassignment between colleges.

Current Assignment (Discipline): _____

Current Immediate Administrator: _____

Name: _____
(First) (Middle) (Last)

Phone: _____ Email: _____

Last 4 digits of Social Security Number: _____ or Colleague ID # _____

The Vice President shall notify the faculty employee in writing prior to the first meeting of a screening committee. The Vice President, the immediate administrator for the new assignment, and one to three faculty representatives from the requested or related discipline shall meet to discuss and create a recommendation for the reassignment request. (Article 13)

This form must be filed annually by June 30th. It is your responsibility to renew this request with date and signature every year.

I hereby certify that the statements above are true and complete to the best of my knowledge and belief.

Date Signature

Please submit completed form to the appropriate Vice President's Office

APPENDIX H: 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 15th

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 I: 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 adopted by the CCC Board of Governors. Competency—Meeting the requirements outlined in Criteria A under Article 16.7 in the YFA Faculty Contract.

INSTRUCTIONS: Please complete this form and return it to your Academic Senate Office by October 15th. 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 Human Resources Office 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:

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 16.7. 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
- 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.**

Signature

Date

ACADEMIC SENATE OFFICE USE ONLY

Date Request Rec'd: _____ Date Forwarded to Senate Approved _____

Faculty: _____

Faculty Recommendation to FSA Committee:

Name/Date: _____ Approve

Deny

Name/Date: _____ Approve

Deny

Name/Date: _____ Approve

Deny

Name/Date: _____ Approve

Deny

Name/Date: _____ Approve

Deny

Name/Date: _____ Approve

Deny

HUMAN RESOURCES OFFICE USE ONLY

Date Request Rec'd: _____

Faculty Service Area Committee Recommendation: Approve Deny

Committee Chair Signature/Date _____

APPENDIX J: MOU 2013-2014:04 – ADOPTION OF REVISED ARTICLES 3, 4

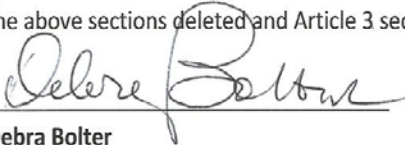
2013-2014: 04

**Memorandum of Understanding
Between Yosemite Community College District and the Yosemite Faculty Association**

As follow up to the 2013/2014 negotiations, the Yosemite Faculty Association (YFA) and the Yosemite Community College District (YCCD) agree that the sections of Article 3, Academic Calendar and Work Year, referenced below have been subsumed in the ratified and adopted version of Article 4, that went into effect on January 9, 2014. Specifically, Article 3, Sections:

- 3.2.2
- 3.2.2.1
- 3.2.2.2
- 3.2.2.3
- 3.2.2.4 and
- 3.2.2.5

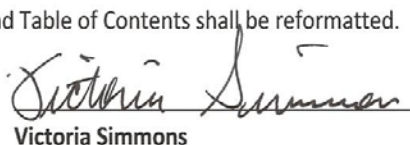
are now reflected in Article 4, Sections 4.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, and 4.2.6. The parties mutually agree through this MOU to delete the sections of Article 3 noted above and reissue the contract with the above sections deleted and Article 3 sections and Table of Contents shall be reformatted.



Debra Bolter

YFA President

Date: 1/30/14



Victoria Simmons

Interim Vice Chancellor, Human Resources

Date: 1/30/14

APPENDIX K: EDUCATION CODE SECTIONS 87734, 87031

State of California EDUCATION CODE Section 87734

87734. The governing board of any community college district shall not act upon any charges of unprofessional conduct or unsatisfactory performance unless during the preceding term or half college year prior to the date of the filing of the charge, and at least 90 days prior to the date of the filing, the board or its authorized representative has given the employee against whom the charge is filed, written notice of the unprofessional conduct or unsatisfactory performance, specifying the nature thereof with specific instances of behavior and with particularity as to furnish the employee an opportunity to correct his or her faults and overcome the grounds for the charge. The written notice shall include the evaluation made pursuant to Article 4 (commencing with Section 87660), if applicable to the employee. "Unprofessional conduct" and "unsatisfactory performance," as used in this section, means, and refers only to, the unprofessional conduct and unsatisfactory performance particularly specified as a cause for dismissal in Section 87732 and does not include any other cause for dismissal specified in Section 87732.
(Amended by Stats. 1998, Ch. 63, Sec. 3. Effective January 1, 1999.)

State of California EDUCATION CODE Section 87031

87031. (a) Every employee has the right to inspect personnel records pursuant to Section 1198.5 of the Labor Code.

(b) In addition to subdivision (a), all of the following shall apply to an employee of a school district:

(1) Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments. The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

(2) The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the district.

(3) Nothing in this section shall entitle an employee to review ratings, reports, or records that (A) were obtained prior to the employment of the person involved, (B) were prepared by identifiable examination committee members, or (C) were obtained in connection with a promotional examination.

(Repealed and added by Stats. 2000, Ch. 886, Sec. 4. Effective January 1, 2001.)