



## AGREEMENT

Between

**The Yuba Community College District**

and

**Faculty Association of Yuba Community College District**

**July 1, 2019 through June 30, 2022**

Board Adopted: 9/10/2020

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## **ARTICLE 0.0 – ACADEMIC FREEDOM**

- 0.1 Academic employees must be free to teach and the students free to learn. Academic employees are entitled the freedom to inquire, to teach controversial content, to model and encourage critical thinking, and to present a wide range of viewpoints in the teaching and learning process. Both academic employees and students must have access to the full range of ideas, materials, and options. It is the responsibility of academic employees to encourage students to study varying points of view and to respect the students' right to form, hold, and express judgments, opinions, and beliefs.
- 0.2 The responsibility of protecting academic freedom rests with the Board of Trustees (Board), administration, educational supervisors, and academic employees. Academic employees have a primary responsibility to develop the curriculum and select instructional materials and methods of presentation appropriate to meet the goals of that curriculum.
- 0.3 When academic employees are performing their assigned responsibilities, they shall be free to express personal opinions and pursue scholarly, literary, and/or artistic endeavors. Academic employees are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their statements. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make an effort to indicate they are not speaking for the institution.

## **ARTICLE 1.0 – RECOGNITION**

The Governing Board of the Yuba Community College District (YCCD), hereinafter referred to as the "District," hereby recognizes the Faculty Association of Yuba Community College District (FAYCCD), hereinafter referred to as the "Association," as the sole and exclusive representative of those employees enumerated within the Agreement executed and attached hereto as Exhibit A. Wherever mentioned in this contract, "parties" shall mean the Yuba Community College District and the Faculty Association of Yuba Community College District.

## **ARTICLE 2.0 – ASSOCIATION RIGHTS**

- 2.1 The Association retains all rights guaranteed to employee organizations under Government Code Sections 3540 and following and all rights accorded by the Public Records Act, (Gov. Code §6250 and following), the Ralph M. Brown Act (Gov. Code § 54950 and following) and all other applicable provisions of law, and the exercise of the Association's rights shall be limited only by the terms of this Agreement.
- 2.2 Use of Buildings and Facilities

- 2.2.1 The Association shall have the right to use institutional facilities at reasonable times for the purpose of meetings.
  - 2.2.2 Telephone Usage - The Association shall pay all of its own telephone costs.
  - 2.2.3 Postage Machine - The Association shall pay all its own postage costs.
  - 2.2.4 The District shall provide the Association with a secure office, on the Yuba College, Woodland Community College, and Clear Lake campuses. Should the District need any of these locations for its own use, it is understood that the Association would be provided with thirty (30) days' notice to relocate its files to a new secure, accessible location provided by the District.
  - 2.2.5 Notice of Activities - The Association shall have the right to post notices of activities and matters of Association concern in mail rooms and in division offices on all campuses and via District e-mail and District Web servers, provided that such communications are dated and bear the Association's identification as the distributor. Content maintained on District electronic systems will be subject to and conform to District Policies.
  - 2.2.6 Distribution of Materials - The Association may distribute organizational materials on District property, provided that such distribution does not interfere with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Duly authorized communications may be placed by the Association in campus and electronic mailboxes of employees, provided that such communications are dated and bear the Association's identification as the distributor. Content maintained on District electronic systems will be subject to and conform to District Policies.
  - 2.2.7 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.
  - 2.2.8 Faculty Offices - The District shall attempt to provide a reasonable and equipped office for each Unit Member.
- 2.3 Roster of Unit Members
- 2.3.1 Human Resources shall supply the following information for unit members.
    - 2.3.1.1 A list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of August, January, and May:
      - a. First Name;
      - b. Middle Initial;
      - c. Last Name;
      - d. Suffix (e.g., Jr., III);
      - e. Preferred Name;

- f. Job Title;
- g. Status (e.g., tenured, contract, categorical etc.);
- h. Placement on the Salary Schedule;
- i. Department;
- j. Primary Worksite Name;
- k. Work Telephone Number;
- l. Work Extension;
- m. Work Email Address of the Employee;
- n. Home Street Addresses (incl. apartment #);
- o. Mailing Address (if different);
- p. City;
- q. State;
- r. ZIP Code (5 or 9 digits);
- s. Home Telephone Number (10 digits) (if available);
- t. Personal Cellular Telephone Number (10 digits) (if available);
- u. Personal Email Address of the Employee (if available);
- v. Hire Date.

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

- 2.3.1.2 A list of the names and information described in Article 2.3.1.1 above for all newly hired employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

"Newly hired employee" means any full-time bargaining unit employee hired by the District. It also includes all employees who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-faculty position) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the bargaining unit.

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

- 2.3.2 Upon request, the District shall provide the Association treasurer with a list showing each Unit Member's regular annual salary (exclusive of any extra pay [EP] amounts) for the previous month. Human Resources shall supply this information.

## 2.4 Board Agenda

- 2.4.1 The Association shall be provided access to the public Board packet prior to each regularly scheduled Board meeting at the same time that the packet is sent to the Trustees. In addition, access shall be provided to the Association designee(s) at Woodland Community College and the Clear Lake campus.
- 2.4.2 Upon eight (8) working days' notice, the Association has the right to place one or more specific items on the agenda and to speak to such items.

## 2.5 Association Released Time

Association released time is not subject to the provisions of Article 26.

- 2.5.1 For each year of the contract, 1.4 FTEF released time paid for by the District shall be allowed the Association to conduct its business.

Up to eight (8) representatives (other than the Association President and equal Vice Presidents for Yuba College and Woodland Community College), as designated by the Association President, shall be released upon request from any District responsibilities for meetings held between the Association and the District for purposes of negotiations, grievances, impasse proceedings, and unfair labor practice hearings.

- 2.5.2 For each year of contract negotiations, an additional 1 FTEF (total of 2.4 FTEF) release paid for by the District shall be allowed the Association, which may be apportioned as the Association so desires.

For each negotiating year, up to nine (9) representatives shall be released.

- 2.5.3 In addition to the released time granted in Article 2.5.1 and Article 2.5.2, the Association may purchase from the District a maximum total of one (1) FTEF additional released time.

The Association will reimburse the District for the actual replacement costs (i.e., salary and mandated benefits) incurred by the District of such release time at the end of the semester in which the release is taken and upon receipt of a billing from the District.

- 2.5.4 The Association shall notify the District of the distribution of release time by February 1 for release to be taken during the fall semester and by September 15 for release to be taken during the spring semester. The intent of this article is, whenever possible, to give notice in time to allow for hiring replacement faculty for the released Members and to thus provide for an accurate schedule of classes to be published.

The Association shall send notification of release time distribution to the appropriate College Vice President or supervising administrator, with copies to the Chief Human Resources Officer and to each of the Deans, or appropriate

supervising administrators, responsible for scheduling the released Unit Members.

- 2.6 The Association shall have the right to have its attorney present in all negotiation sessions and shall notify the District as far in advance as possible whenever the Association intends to have its attorney in a session.

2.7 New Employee Orientation

2.7.1 "New employee orientation" refers to the process by which a newly hired unit employee - whether in person, online, or through other means or media - is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2.7.2 The District shall provide the Association with access to its new employee orientations. The Association shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

2.7.3 In the event the District conducts group orientations with new employees, the Association shall have one (1) hour for Association representative(s) to meet with the new employees during the orientation session.

Regardless of orientation mode conducted by the District, the Association will have the right to meet with the new employee(s) face to face for one (1) hour for the Association Orientation on the appropriate college campus or District Site.

- 2.8 Upon filing an application form provided by the District, each Unit Member shall have the right to have deductions of at least \$1 per item made from his/her monthly salary for the following:

2.8.1 Dues to the Faculty Association of Yuba Community College District

Not later than the tenth (10th) of each month, the dues shall be deposited to the bank account designated by the Association Treasurer.

2.8.2 Dues to the Faculty Association of California Community Colleges

2.8.3 Dues to a professional association if at least five Unit Members request a deduction for the same organization

2.8.4 Purchase of tax-deferred annuities approved by the District pursuant to IRS regulations

2.8.5 Purchase of Section 529 college investment plans approved by the District pursuant to IRS regulations

2.8.6 Payment to a credit union

2.8.7 Premiums for insurance sponsored by a professional association, the Association, or the District

- 2.8.8 Contributions to any special fund administered by the District, the Association, or both
- 2.8.9 Contributions to a student loan fund or a student assistance fund administered by the District
- 2.8.10 Contributions to any tax-exempt charitable organization, if at least ten (10) District employees request a deduction for the same charitable organization
- 2.8.11 Contributions to the YCCD Foundation
- 2.8.12 Such other payments or contributions as may be mutually agreed upon by the District and the Association
- 2.9 No deduction shall be permitted during the term of this Agreement for the payment of any dues or contributions to any employee organization defined in Government Code Section 3540.1 other than the Association.
- 2.10 The District shall honor the terms of the employee's written authorization for payroll deductions, and shall not put into effect any new, changed, or discontinued deduction unless the employee directs a request to the Association, the Association directs the request to the District, and the change is in the District Payroll Office prior to the 10th of the month.
- 2.11 The Association agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever and against any claim or suit instituted against the District arising from its collection and deduction of Association membership dues.
- 2.12 Consultation
  - 2.12.1 The Association shall have the right to consult on educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and changes to the Faculty Handbook. The Association and the District shall mutually agree on matters dealing with working conditions. "Consultation" shall be defined as "when the parties involved meet and confer in good faith for the purpose of exchanging ideas and meaningfully considering those ideas."
  - 2.12.2 The District and the Association shall respect written Agreements between the parties. The District shall maintain its relationship with the Association concerning collective bargaining as required by law.
- 2.13 Injunctive Relief

Nothing herein shall preclude the Association from seeking injunctive relief if it feels the District's action in declaring an emergency is inappropriate.
- 2.14 Association Member Titles
  - 2.14.1 Professor - A tenured full-time Unit Member. The title shall be Professor of "the major discipline."
  - 2.14.2 Associate Professor – A non-tenured, full-time tenure track Unit Member. The title shall be Associate Professor of "the major discipline."



2.14.3 Instructor – A non-tenured, full-time non-tenure-track Unit Member. The title shall be Instructor of “the major discipline.”

2.14.4 Professor Emeritus – A professor retired from the Yuba Community College District. The title shall be Professor Emeritus of the “major discipline.”

## 2.15 Personnel Files

2.15.1 There shall be one personnel file for each Unit Member. The personnel file for each Unit Member shall be maintained by the District in the Human Resources Department. The file shall consist of records of employment with the District, records of educational advancement, and other work experience pertaining to the status of the faculty member’s employment with the District, leave forms, transcripts, recommendations, evaluations, correspondence pertaining to the member, and faculty service area designations.

2.15.2 A Unit Member may inspect his/her personnel file during normal business hours. A Unit Member may, upon his/her written authorization, designate an Association representative to review the file in the presence or absence of the Unit Member. The District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District administrators and supervisors and authorized Human Resources Department staff.

2.15.3 The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined a personnel file, as well as the date such examinations were made.

2.15.4 All reviews shall be done in the presence of a management employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.

2.15.5 Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt by the District.

2.15.6 Any material placed in a Unit Member’s personnel file must be signed and dated by the originator and the management person responsible for placing it in the file, and a copy of all materials shall be given to the Unit Member prior to the time of insertion in the personnel file. No anonymous letters or materials shall be placed in a Unit Member’s personnel file.

2.15.7 In the case of derogatory materials, such material shall not be entered in a Unit Member’s personnel file unless and until the Unit Member is given notice and an opportunity to review, comment, and have such comments attached to the material in question. The Unit Member has ten (10) working days to review and comment on any material of a derogatory nature before it is placed in his/her file. If additional time is needed, the Unit member may request a time extension from the Human Resources Department.

2.15.8 Materials not included in the personnel file include ratings, reports and records obtained prior to employment of the Unit Member, and any other materials

related to application for positions other than permanent certificated positions within the District.

- 2.15.9 In accordance with Title 5, Section 59023, personnel records are classified as records which must be retained permanently

## **ARTICLE 3.0 – DISTRICT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the institution in accordance with the law, provided, however, the District acknowledges that such powers are circumscribed by the provisions of this Agreement as set forth herein, including the provisions in Title 5 of the Administrative Code. Included in the duties and powers of the District are the right to:
- 3.1.1 Determine its organization
  - 3.1.2 Direct the work of its employees
  - 3.1.3 Determine the times and hours of operation
  - 3.1.4 Determine the kinds and levels of service to be provided and the methods and means of providing them
  - 3.1.5 Approve educational policies, goals, and objectives developed through the consultative process
  - 3.1.6 Insure the rights and educational opportunities of students
  - 3.1.7 Determine staffing patterns – determine the number and kinds of personnel required
  - 3.1.8 Maintain the efficiency of District operations
  - 3.1.9 Approve the curriculum as developed through the consultative process
  - 3.1.10 Build, move, or modify facilities as per the Capital Projects Master Plan
  - 3.1.11 Establish processes for budget development and determine budgetary allocation through the consultative process
  - 3.1.12 Determine the methods of raising revenue and contract out work
  - 3.1.13 Take action on any matter in the event of an emergency
- 3.2 In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees, but such actions cannot abrogate the rights granted pursuant to this Agreement, and the exercise of such rights must at all times be conducted within the terms of this Agreement. 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 provisions of this Agreement, which shall supersede and prevail over any general statement of “District Rights” to the contrary.

## ARTICLE 4.0 – LEAVES

### 4.1 Absences and Conditions Regulating Absences - General Provisions

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

### 4.2 Sabbatical Leaves

- 4.2.1 Annually, sabbatical leaves shall be granted to eligible Unit Members (refer to Article 27.4) for the purpose of carrying out an approved program of study or travel which will enable the Unit Member to provide improved service to the District and its students. Consideration will be given to Unit Members who are applying for sabbaticals to participate in programs which involve one or more of the following categories:
  - Advanced academic study;
  - A professional study project or travel itinerary which constitutes an organized program with clear objectives;
  - Study through work experiences which enable professors to respond to changing educational conditions and student needs.

[Education Code § 87767]

- 4.2.2 Unit Members not excluded by Article 27.4 who have satisfactorily completed at least six (6) consecutive years of full- time service in this District will be eligible to apply for a sabbatical leave. Normally, sabbatical leaves will be

completed within one academic year. However, Unit Members may take the leave in two separate semester periods with prior approval from the Leave Approval Committee provided the total leave is completed within a three-year period. Any period of service between the separate semesters shall comprise a part of the service required for a subsequent sabbatical leave. An approved leave, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility. The applicant may apply during the sixth (6th) or later consecutive year of service. No sabbatical will be granted within two (2) years of completing an unpaid leave of absence of 26 percent or more of the required days of attendance.

- 4.2.3 The District shall allocate funds in the District Budget each fiscal year for financing of sabbatical leaves totaling four (4) FTEF. In the case of financial hardships where a reduction in force leads to full-time faculty layoffs in accordance with California Education Code, the District may forgo the financing of sabbatical leaves for that academic year.
- 4.2.4 Leaves granted will be distributed among the two colleges of the District so as not to impair the instructional or student services programs.
- 4.2.5 All applications shall be formally submitted to the Leave Approval Committee through the Vice Chancellor of Educational Planning and Services Office not later than October 15, or two (2) weeks after the Sabbatical Leave Workshop, whichever date is later, of the previous academic year.
- 4.2.6 The Leave Approval Committees shall be composed of the Vice Chancellor of Educational Planning and Services, two (2) Unit Members appointed by the Academic Senate(s), two (2) Unit Members appointed by the Association, and college presidents. Immediate supervisors shall be utilized as non-voting resource people.
- 4.2.7 The Leave Approval Committees shall provide the recommended leave applications to the Chancellor for approval. If the Chancellor denies a leave application, the unit member and the Leave Approval Committee shall be notified in writing of the reasons, which shall not be arbitrary.
- 4.2.8 Criteria used for ranking sabbatical leave applications and evaluation procedures shall be developed by the Academic Senate(s) and the Leave Approval Committee as named in 4.2.6.
- 4.2.9 By the end of the semester immediately following the sabbatical, the Unit Member who has completed a sabbatical leave will submit to the Leave Approval Committee a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, shall be forwarded through the District Chancellor's office to the Board. The individual shall also make an oral report to the faculty and to the Board if requested by the Leave Committee.

- 4.2.10 Pursuant to Education Code section 87770, the applicant will agree to serve the District immediately following completion of the sabbatical for at least twice the time of the leave granted.
- 4.2.11 Compensation while on sabbatical leave shall be 95 percent of the Unit Member's range and step computed in accordance with the salary schedule in effect during the period of leave with 5 percent of sabbatical compensation (i.e., 5 percent of the 95 percent) held pending 4.2.1.10.1. A sabbatical leave will be counted as service and step movement on the salary schedule.
- 4.2.11.1 Upon Leave Approval Committee acceptance/approval of the written report within the required timeline (4.2.9), the 5 percent will be returned to the Unit Member by the next pay period.
- 4.2.11.2 In accordance with Education Code section 87775, the District shall be freed from any and all liability for the payment of compensation or damages for the death or injury of a Unit Member occurring while the Unit Member is on sabbatical.
- 4.2.11.3 In the event of death, serious injury, illness, or disability that precludes completion of the sabbatical plan and/or post-sabbatical commitments, the District shall remit the 5 percent of sabbatical compensation (the 5 percent of the 95 percent) held to the Unit Member or to his/her estate.
- 4.2.11.4 Unit Members may elect to receive full CalSTRS service credit for a sabbatical leave by paying their own contribution for the difference between the 95 percent service credit and the 100 percent service credit. It is recommended that three months prior to returning from sabbatical, the Unit Member contact CalSTRS and request a Redeposit Form (i.e., buyback). The Unit Member may pay his/her portion of the service credit only upon completion of the sabbatical; and by requesting the form ahead of time, the Unit Member will be able to pay less interest.
- 4.2.12 Change of Sabbatical Program
- 4.2.12.1 Once the sabbatical leave request has been approved, it is understood that the applicant will, as a minimum, fulfill the approved program within the agreed upon time lines.
- 4.2.12.2 Any deletion or modification of items in the approved program shall be made only after an amended plan has been submitted and approved, using the same procedure as applies to the original leave request.
- 4.2.12.3 Any variation from this, without written permission, will be considered an abrogation of the sabbatical agreement and may render the time void for service credit and experience on the salary schedule and for the accrual of sick leave and will cause the salary withheld to be forfeited to the District and placed in the Retiree

Benefit Fund. Such decision shall be determined by the Leave Approval Committee.

- 4.2.12.4 Should the Unit Member fail to complete an approved report (4.2.9) and required post- sabbatical service to the District (4.2.10), the District has the right to recover a pro-rata portion of the Unit Member's sabbatical compensation and any related legal fees pursuant to Education Code section 87771.

#### 4.3 Sick Leave

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

By August 31 of each academic year, the District shall provide each Unit Member with a full accounting of accrued sick leave.

- 4.3.2 Credit for sick leave need not be accrued prior to taking sick leave by the Unit Member; such leave may be taken any time during the fiscal year, not to exceed the balance of the Unit Member's sick leave entitlement through June 30 of that academic year.

- 4.3.2.1 In the event that a Unit Member has exhausted his/her sick leave, the District shall grant the Unit Member up to ten (10) days of sick leave in addition to that accrued in anticipation of the Unit Member's accruing such leave after he/she returns to duty.

Should the Unit Member fail to return to duty after having been granted the additional days, the Unit Member shall reimburse the District for the days advanced. The reimbursement amount will be calculated as a day being equal to 1/176th of the Unit Member's regular annual salary; i.e., the reimbursement shall be at the pro-rata rate.

- 4.3.2.2 The District shall allow Unit Members to donate a total of two (2) days of sick leave each academic year to another Unit Member or Members who have exhausted all accumulated sick leave.

- 4.3.2.2.1 Unit Members shall be allowed to receive donated leave with medical verification outlining the term of the leave.

- 4.3.2.2.2 A Unit Member is eligible to receive donated leave up to a maximum of 110 days

- 4.3.2.2.2.1 Upon exhaustion of donated leave, the District will provide an additional 10 days of catastrophic leave to be utilized by Unit Members.

- 4.3.2.2.2 Once a Unit Member has returned from a medical leave during which donated leave was utilized, the Unit Member is not eligible to accumulate additional donated leave for a term of 6 months.
- 4.3.3 Any Unit Member who is on paid status while on sick leave, sabbatical, or other paid leave shall continue to earn all employee leave benefits to which entitled. A Unit Member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.
- 4.3.4 If absence because of illness or injury extends beyond the foregoing allowance, the employee may be eligible for “five-month law” benefits. (Ed. Code § 87780.) If the employee provides the District with an acceptable medical verification, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee hired to fill the Unit Member’s position during the absence or, if no temporary employee is hired, the amount which would have been paid to the temporary employee had one been hired and paid from the Exhibit B-2 Extra Pay (EP) Salary Schedule at the Class II Step 1 level. The benefit provided in this article shall not be cumulative from year to year nor shall an employee be credited with more than one (1) entitlement of the “five-month law” benefit for a single illness or injury. This benefit is available to the employee whether or not he/she is placed on long-term personal leave for health reasons by the Board. Long-term temporary employees are not eligible for this benefit.
- 4.3.5 Sick leave credit received by transfer from a previous school district of a new Unit Member shall be accepted pursuant to the provisions and limitations provided in the Education Code.
- 4.3.6 All sick leave rights or accumulations shall be canceled when a full-time Unit Member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions and limitations of the Education Code.
- 4.3.7 Any Unit Member shall have the right to utilize sick leave necessitated by pregnancy, adoption, miscarriage, childbirth, or recovery there from. In order to minimize disruption of the educational process, the Unit Member shall notify his/her appropriate Dean or supervising administrator as soon as practical to facilitate scheduling.
- 4.3.8 Unit Members shall be provided with an accounting of accumulated sick leave annually.
- 4.3.9 Any Unit Member using sick leave benefits under provisions of this Article shall provide the appropriate supervising Dean or administrator with a signed “Report of Absence” form upon return to duty.

- 4.3.9.1 The District may require a statement from a physician verifying the necessity of such absence.
  - 4.3.9.2 Periodical medical reports may be required during extended absence of a Unit Member, if so requested by the District.
  - 4.3.9.3 Unit Members returning to work from illness absence may be required to present a physician's release verifying medical permission to return to work, including restrictions, if any.
- 4.3.10 The Unit Member shall notify the appropriate supervising Dean or administrator as soon as practically possible so that arrangements can be made for cancellation of class or obtaining a substitute. If the Unit Member becomes ill or another emergency arises during the day, he/she shall notify the appropriate supervising Dean or administrator of the absence (refer to Articles 4.1.3 and 4.1.4).
- 4.3.11 Sick leave may be utilized by any person placed under quarantine on the same basis as though the person had been ill.
- 4.3.12 The District may at its expense require an examination by a physician mutually agreed upon by the District and the Association to corroborate a Unit Member's ability to return to work or his/her ability to work because of injury or illness (refer to Article 4.1.5).
- 4.4 Sick Leave for Extra-Pay Teaching, Counseling, and Librarian Assignments
  - 4.4.1 Unit Members whose employment is designated as EP assignment(s) employed on an hourly basis (other than Summer Session), shall earn sick leave credit at the rate of one (1) hour for each eighteen (18) hours of paid service. Sick leave credit will not be earned for any fraction of eighteen (18) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.

By August 31 of each academic year, the District shall provide each Unit Member with a full accounting of accrued EP sick leave hours.
  - 4.4.2 Reporting and verification will be in accordance with Article 4.3.9 above.
  - 4.4.3 Notification of absence will be in accordance with Article 4.3.10 above.
- 4.5 Bereavement Leave
  - 4.5.1 Unit Members shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, or five (5) working days if out of state travel is required or the Unit Member needs to travel 200 miles or more one-way, per occurrence on account of death of any member of the Unit Member's immediate family. [Education Code § 87788.]
  - 4.5.2 "Member of the immediate family," as used in this section means the mother, father, grandmother, grandfather, or grandchild of the Unit Member or of the Unit Member's spouse or domestic partner, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, domestic partner, foster child or any



immediate relative living in the household of the Unit Member. [Family Code § 297.5.]

- 4.5.3 An extension of bereavement leave may be requested under personal necessity leave.
- 4.5.4 Upon return to duty, the “Report of Absence” form shall be filed with the Unit Member’s appropriate supervising Dean or administrator. The Unit Member shall provide verification satisfactory to the District.
- 4.6 Long-Term Disability Leave
  - 4.6.1 Consistent with Education Code Section 87789, the District will grant a long-term leave of absence for any academic employee who has applied for and been certified/qualified by CalSTRS for a disability allowance.
  - 4.6.2 Academic employees utilizing such leave as qualified by CalSTRS shall have the leave extended for the term of the disability, not to exceed 39 months from the time that the academic employee was determined to be eligible by CalSTRS.
- 4.7 Industrial Injury and Illness Leave
  - 4.7.1 For an injury or illness which is job-incurred, and upon the written request of the Unit Member, he/she shall be provided leave benefits under the following provisions:
    - 4.7.1.1 Allowable leave shall be sixty (60) days during which the colleges of the District are required to be in session or when the Unit Member would otherwise have been performing work for the District in any one academic year for the same injury.

Industrial injury or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
    - 4.7.1.2 Allowable leave shall not be accumulated from year to year.
    - 4.7.1.3 Industrial injury or illness leave shall commence on the first (1st) day of absence.
    - 4.7.1.4 When a Unit Member is absent from his/her duties on account of an industrial injury or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurred and, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
    - 4.7.1.5 The phrase, “full salary,” as used in this Article shall be computed so that it shall not be less than the Unit Member’s “average weekly earnings” as that phrase is used in Section 4453 of the Labor Code. For purposes of this Article, however, the maximum and minimum

average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

- 4.7.1.6 When an industrial injury or illness leave overlaps into the next fiscal year, the Unit Member shall be entitled to only the amount of unused industrial injury or illness leave due him/her for the same illness or injury.
- 4.7.1.7 Upon termination of the industrial injury or illness leave, the Unit Member shall be entitled to the benefits provided in Education Code Sections 87781 and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial injury or illness leave, provided that if the Unit Member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability, will result in a payment to him/her of not more than his/her full salary.
- 4.7.1.8 During any paid leave of absence, the Unit Member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial injury or illness. The District, in turn, shall issue the Unit Member appropriate salary warrants for payment of the Unit Member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the Unit Member for periods covered by such salary warrants.
- 4.7.2 Periodic medical reports may be required during extended absence of a Unit Member. Unit Members returning to work from industrial injury or illness leave shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions.
- 4.7.3 Upon return to duty, the "Report of Absence" form shall be filed with the Unit Member's appropriate supervising Dean or administrator.

#### 4.8 Jury Duty

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

- 4.8.5 Upon return to duty, the “Report of Absence” form shall be filed with the Unit Member’s appropriate supervising Dean or administrator. Unit Members will be required to attach jury notice and or proof of service to “Report of Absence” form.
- 4.9 Military Leave
- 4.9.1 Upon written request, members of the Association shall be granted military leave if required by the provisions of the State of California Education Code and of the Military and Veterans Code.
- 4.9.2 Upon return to duty, the “Report of Absence” form, along with verification of military leave, shall be filed with the Unit Member’s appropriate supervising Dean or administrator.
- 4.10 Personal Necessity Leave
- 4.10.1 A Unit Member may use, at his/her election, not more than six (6) days of accumulated sick leave credit in a school year for personal necessity leave.
- 4.10.2 Consistent with Education Code Section 87784, a Unit Member shall submit notification for personal necessity leave to his/her appropriate supervising Dean or administrator at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Such leave may be used at the election of the Unit Member who shall not be required to explain the reason.
- This leave excludes use for recreation, prospective or actual employment, and union activity.
- 4.10.3 Upon return to duty, the “Report of Absence” form shall be filed with the Unit Member’s appropriate supervising Dean or administrator.
- 4.11 Other Leaves of Absence; Other Conditions
- 4.11.1 A Unit Member may be granted a leave of absence without pay by the Board upon recommendation of the Chancellor for a period not to exceed one (1) year.
- 4.11.2 Such leaves of absence without pay will terminate at the end of the academic year, June 30 but may be extended or renewed with the approval of the Board.
- 4.11.3 A member of the Association on unpaid leave of absence for 26% or more of the required days of attendance shall be ineligible for step advancement on the salary schedule.
- 4.11.4 The Board may, on the request of the Unit Member and upon the recommendation of the Chancellor, grant a partial paid leave if the District deems it to be in the best interest of the District and the Unit Member.
- 4.11.5 Unit Members who have been on approved paid or unpaid leave shall return to an academic bargaining unit position unless mutually agreed otherwise. Salary for those on paid leaves shall include any increments and be subject to the salary schedule in effect upon date of return.

4.11.6 Members of the Association who are on approved unpaid leaves of absence shall be eligible to participate in the District health and welfare benefit program provided that the Unit Member pays the full cost of participation, including the District contribution and the Unit Member contribution to the premium for self and family members, if applicable.

4.11.6.1 To remain eligible for participation, the Unit Member shall remit the full premium cost to the District not later than the last working day of the month preceding the benefit coverage.

4.11.6.2 Unit Members who fail to remit premiums as provided above shall be deemed to be ineligible for further participation in the benefit program for the remainder of the unpaid leave. However, the Unit Member shall be reinstated in the District health and welfare benefit program upon full payment of premiums due, subject to Tri-County Schools Insurance Group (TCSIG) provisions.

#### 4.12 Family Care and Medical Leave

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

4.12.2 Eligibility: A Unit Member who has been employed by the District for at least twelve (12) months and who is otherwise eligible for benefits.

##### 4.12.3 Reasons for Family Care and Medical Leave

4.12.3.1 The birth of the Unit Member's child and in order to care for such child.

4.12.3.2 The placement of a child with the Unit Member for adoption or foster care.

4.12.3.3 To care for the spouse, domestic partner, a child, a dependent grandchild, or a parent who has a serious health condition.

4.12.3.4 A serious health condition that renders the Unit Member unable to perform the functions of his/her position.

4.12.3.5 A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces ("qualified exigency").

4.12.3.6 To care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin ("military caregiver"). [29 Code of Federal Regulations section 825.127.]

##### 4.12.4 Leave Parameters

- 4.12.4.1 A Unit Member may take a total of twelve (12) weeks of leave during any twelve (12) month period, or twenty-six (26) weeks for military caregiver leave. [29 Code of Federal Regulations section 825.127.]
- 4.12.4.2 In general, leave shall not be taken by the Unit Member intermittently or on a reduced leave schedule unless medically necessary. However, the taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the Unit Member is entitled pursuant to this Article.
- 4.12.4.3 A Unit Member may utilize the provisions of the Pregnancy Disability Leave Law (PDLL) concurrently with FMLA and subsequently with the California Family Rights Act (CFRA) for the purposes of bonding with the new child.
- 4.12.4.4 The District shall provide eligible Unit Members with paid Parental Leave pursuant to Education Code section 87780.1.
- 4.12.5 Maintenance of Insurance Benefits
  - 4.12.5.1 Coverage - During any period that a Unit Member takes Family and Medical Care Leave, the District shall continue to provide the fully paid District group health and welfare life insurance benefits for the duration of the leave at the level and under the conditions coverage would have been provided if the Unit Member had continued in employment continuously for the duration of such leave.
  - 4.12.5.2 Failure to Return from Leave - The District may recover the premium that it paid for maintaining coverage for the Unit Member under the group health and welfare benefits plan during any period of unpaid Family and Medical Care Leave if the Unit Member fails to return from leave after the period to which the Unit Member is entitled has expired, and the Unit Member fails to return to work for a reason other than
    - 4.12.5.2.1 The continuation, recurrence, or onset of a serious health condition that entitled the Unit Member to leave or
    - 4.12.5.2.2 Other circumstances beyond the control of the Unit Member.
- 4.12.6 Reinstatement Rights
  - 4.12.6.1 Upon return from an approved family or medical care leave, the Unit Member shall return to the same bargaining unit position unless mutually agreed upon otherwise.
  - 4.12.6.2 Family Care and Medical Leave shall not be considered a break in service for longevity or seniority.
- 4.12.7 Notice by Unit Member

- 4.12.7.1 If the Unit Member's need for a leave pursuant to this section is foreseeable, the Unit Member shall provide notice in writing to the appropriate College Vice President, with copies to the appropriate supervising Dean or administrator and to the Chief Human Resources Officer with reasonable notice of the need for the leave.
  - 4.12.7.2 If the Unit Member's need for leave pursuant to this section is foreseeable due to a planned medical treatment or supervision, the Unit Member shall make a reasonable effort to schedule the leave to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring care.
  - 4.12.7.3 The District may require that the Unit Member's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care.
  - 4.12.7.4 The District may require that the Unit Member's request for leave because of the Unit Member's own serious health condition be supported by a certification issued by his/her own health care provider.
- 4.13 Retraining Leave - Retraining Leave is a reassignment of a Unit Member for the purpose of the Unit Member gaining skills in a new area or improving skills in an existing area or when the program has been discontinued or reduced such that the Unit Member would not have a load. The length and percentage of the reassignment may vary according to the specific needs of the Unit Member to reach minimum qualifications and the needs of the District.
  - 4.13.1 The District may assign a Unit Member to a Retraining Leave to prepare for a new teaching, counseling, or librarian assignment.
  - 4.13.2 Retraining Leave also provides opportunity for study in order to update and upgrade skills for assignments as determined by District needs.
  - 4.13.3 Program review may be one of the considerations in determining whether a Unit Member will be participating in a Retraining Leave.
  - 4.13.4 The recommendations of the College Vice President or appropriate administrator may indicate areas where the training is needed.
  - 4.13.5 Retraining Request

A Unit Member shall request retraining in writing. The written request must identify the area of interest for the Unit Member's retraining. Additionally, a Unit Member must identify the rationale for the need for retraining along with a proposed timeline and budget for retraining.
  - 4.13.6 Retraining Plan
    - 4.13.6.1 A contract and retraining plan shall be jointly defined by the Unit Member, the respective Dean or appropriate supervising administrator, and the appropriate College Vice President. At the

Lake County campus, the plan shall be jointly defined by the Unit Member and the Executive Dean or appropriate administrator. These documents shall include but not be limited to an indication of the length and schedule of assignment; reimbursement to the Unit Member of costs, such as tuition, mileage, books, and supplies; and any service agreement following the retraining leave. The jointly agreed to final retraining plan submitted shall be approved by the appropriate College Vice President. In the event that the Unit Member, Dean or appropriate supervising administrator, and the appropriate College Vice President cannot reach a jointly developed agreement, the Unit Member may appeal to the appropriate College President. The appropriate President shall render a decision within ten (10) days of the appeal date.

4.13.6.2 While on retraining leave, the Unit Member shall receive salary and benefits as if fully employed and shall receive service credit for salary advancement and retirement.

4.13.6.3 A Unit Member must complete the retraining plan, as outlined in 4.13.5.1 within 24 months of beginning the plan. This plan may be extended at the discretion of the District based on the need for retraining.

4.13.6.4 A Unit Member, after completing the retraining plan, shall contract to serve the District for a period equal to the length of leave. Failure to render the service contract will require that the Unit Member repay the District for the cost of the retraining leave.

4.13.7 A Unit Member may request participation in retraining but is not required to do so. In the event that a Unit Member does not choose to participate in retraining, he/she may pursue other opportunities, such as retirement or resignation. CalSTRS reduced workload may also be pursued, contingent upon District approval.

#### 4.14 Load Banking Leave

4.14.1 Eligibility for Leave - Tenured Unit Members who teach overloads without additional compensation may accrue up to a maximum of thirty (30) equivalent load banking units which may be applied towards a Load Banking Leave.

4.14.1.1 Load banking units may not be taken in excess of the EP limit of 18 units, as provided for and subject to the limits in Article 13.3. By way of example, a Unit Member may teach up to 18 units of EP in any academic year and elect to bank all 18 units; however, no additional units beyond the limit may be taught.

4.14.1.2 Every twenty (20) earned EP units is equivalent to 15 load banking units.

Twenty (20) Earned Semester Units = 15 Load Banking Units = 1 Semester Leave.

Forty (40) Earned Semester Units = 30 Load Banking Units = 2 Semesters Leave.

- 4.14.1.3 A new agreement with the scheduling Dean or appropriate supervising administrator and the appropriate College Vice President must be signed prior to the start of the semester or contract year in which the load-banked EP assignment occurs. The Unit Member must complete a Load Bank Agreement form from the Human Resources Office prior to the Load Bank assignment.
- 4.14.1.4 A minimum of fifteen (15) load banked units must be accrued prior to taking the leave.
- 4.14.1.5 A Unit Member may bank intersession classes but not summer session classes.
- 4.14.1.6 Unit Members are required to follow conditions of Article 13.0 Consideration for filling EP, intersession and summer teaching, counseling, librarian, and nursing assignments, pursuant to this section.

#### 4.14.2 Duration and Timing of Leaves

- 4.14.2.1 Load Banking Leaves must be taken in one (1) semester or two (2) semester increments.
- 4.14.2.2 The semester or year selected must be mutually agreeable to the Unit Member and appropriate scheduling Dean or administrator, based on the educational program and staffing needs of the college. If no mutual agreement can be reached, the Unit Member may choose from the following options:
  - Be paid for the earned semester units taught, such payment to be based upon the EP salary schedule in effect at the time of payment. By way of example, a Unit Member who has thirty (30) load banking units shall be paid for the full forty (40) units actually taught.
  - Retain the banked load units for later use. The Unit Member may only retain up to the maximum of thirty (30) load banked units for later use.
- 4.14.2.3 Any flex obligations must be completed during the semester a tenured Unit Member is load banking the EP units. Therefore, no flex obligation will be required when the Unit Member takes load banking leave.
- 4.14.2.4 Tenured Unit Members may not load bank while on any paid or unpaid leave. An exception may be made for sabbatical or retraining leaves.



4.14.2.5 Should Load Banking Leave no longer be a contractual right, the Unit Member retains the same options as delineated in Article 4.14.2.2.

#### 4.14.3 Application for Leave

4.14.3.1 A request to take Load Banking Leave must be submitted one (1) academic year prior to taking the leave.

4.14.3.2 The tenured Unit Member shall apply for a Load Banking Leave by submitting a written request to his/her supervisor.

4.14.3.3 The approved request shall be reviewed by the appropriate College Vice President and forwarded to the Chief Human Resources Officer.

#### 4.14.4 Salary and Benefits

Salary while on a Load Banking Leave shall be at the Unit Member's appropriate step on the full-time salary schedule. Health and welfare benefits will be continued. A Unit Member on Load Banking Leave shall receive service credit for salary advancement and retirement.

4.14.4.1 Except as described in Article 4.14.2.2, tenured Unit Members are not entitled to payment for any accumulated leave within the thirty (30) hour maximum unless separated from the District due to retirement, termination, or death.

4.14.4.2 A Unit Member may use his/her banked leave in conjunction with the Reduced Workload Program.

4.14.4.3 A Unit Member may use his/her banked leave in conjunction with the member's final year prior to retirement from the District.

## **ARTICLE 5.0 – TRANSFERS**

A transfer under this Article is a Unit Member being relocated from one college to another college, either through a Requested Voluntary Transfer or a District-initiated Transfer, as those terms are defined below. Only tenured Unit Members are eligible for Requested Voluntary Transfers under Article 5.3. Both tenured and non-tenured Unit Members are eligible for District-Initiated Transfers under Article 5.4.

### 5.1 Definitions

5.1.1 "Primary Worksite" is the site where the Unit Member was originally hired to teach or the site where the Unit Member is currently assigned as the result of a transfer.

5.1.2 "Partial-Load Transfer" as used in this Article is one in which the Unit Member is assigned to teach a portion of his/her regular load at a site other than the Primary Worksite.

5.1.3 "Full-Load Transfer" as used in this Article is one in which a Unit Member is assigned to teach all of his/her regular load at a site other than the Primary Worksite.

- 5.1.4 “District-initiated Transfer” as used in this Article is one that is initiated by the District because of a reduction in force (RIF) and may be a Partial-Load Transfer or a Full-Load Transfer.
- 5.1.5 “Requested Voluntary Transfer” as used in this Article is one initiated by a tenured Unit Member and may be a Partial-Load Transfer or a Full-Load Transfer.
- 5.1.6 A “position available for transfer” shall mean a teaching, counseling or librarian position within the Faculty Association Unit that the District wishes to fill. The position may be advertised concurrently until the determination for a Requested Voluntary Transfer is made.

## 5.2 General

- 5.2.1 The District shall assign Unit Members to teaching, counseling, and librarian positions based upon the District’s needs.

When a Unit position(s) is vacant on any campus, notice of this vacancy shall be given as soon as possible.

- 5.2.2 A Unit Member shall be assigned to no more than two (2) worksites per any one (1) work day unless mutually agreed to by the District and the Unit Member.

## 5.3 Requested Voluntary Transfer

- 5.3.1 The District shall post a notice of every “position available for transfer” on the District website for ten (10) days, as well as notify each tenured Unit Member by District e-mail, within which time period tenured Unit Members may request in writing a voluntary transfer.

- 5.3.2 A tenured Unit Member is eligible for transfer under the provisions of this article only if the position “available for transfer” is within the Unit Member’s discipline, and the Unit Member possesses the minimum qualifications for the position and has taught (or served as counselor or librarian) a minimum of 40% in the discipline as part of regular load during any of the prior two years while employed by the District. At the discretion of the college president of the campus to which transfer is requested, the unit member may be ineligible for transfer if his/her most recent summary evaluation was deemed “unacceptable” or if there are formal charges of discipline pending as defined by California Education Code 87730-87740 against the Unit Member.

If the Unit Member is eligible, no hiring committee is needed and the District shall transfer the tenured Unit Member to the new assignment.

- 5.3.3 If more than one tenured Unit Member eligible for transfer under 5.3.2 above requests a transfer to the same position available for transfer, the District shall allow those tenured Unit Members to have interviews with a faculty and administration interview committee at the college to which transfer is requested.

The District shall follow the appropriate procedures to transfer the tenured Unit Member selected by the interview committee to the new site location.

- 5.3.4 A tenured Unit Member who initiates a Requested Voluntary Transfer shall not receive mileage.

#### 5.4 District-initiated Transfers

- 5.4.1 The District shall consider the following factors when a District-initiated transfer affects more than one Unit Member because of a RIF: (1) the Unit Member's length of service to the District; i.e., seniority, and (2) the qualifications and demonstrated ability of the Unit Member to perform the required services; i.e., minimum qualifications.
- 5.4.2 District-initiated transfers shall not be made in an arbitrary, capricious, nor discriminatory manner, nor shall discipline be a factor when a District-initiated transfer is considered by the District.
- 5.4.3 The District shall present the reassigned Unit Member a written copy of the reasons for a District-initiated transfer and provide for a conference between the appropriate supervising Dean(s) or administrator(s) and the Unit Member to discuss the reasons for transfer.
- 5.4.4 If a Unit Member requires retraining in order for the District to complete District-initiated transfer, the District will offer retraining leave at no cost to the Unit Member pursuant to Article 4.13 of this Agreement.

In the case of a Full-Load Transfer, any Unit Member who provides services at a worksite which would cause travel of more than five (5) miles farther from his/her residence than his/her Primary Worksite shall be compensated at the amount established by District policy for a maximum of two (2) semesters for the total additional mileage difference if such Unit Member utilizes his/her personal vehicle between his/her residence and his/her worksite.

- 5.4.5 In the case of a Partial-Load Transfer, any Unit Member who provides services at a worksite which would cause travel of more than five (5) miles farther from his/her residence than his/her Primary Worksite shall be compensated at the amount established by District policy for the total additional mileage difference if such Unit Member utilizes his/her personal vehicle between his/her residence and his/her worksite, such compensation to be paid for the duration of the transfer. Additionally, Unit Members will receive a stipend of \$85 per semester to be paid at the end of the semester.

## **ARTICLE 6.0 – EVALUATION**

- 6.1 Purpose: These procedures are to improve instruction and delivery of student services, to provide a basis for Unit Member professional growth, and to comply with California State/Community College laws and regulations.
- 6.2 Definitions
  - 6.2.1 A Non-Tenured Unit Member is a Contract Unit Member.

- 6.2.2 A Tenured Unit Member is a Regular Unit Member.
- 6.2.3 A Categorical Unit Member is a temporary non-tenure track Unit Member funded by other than unrestricted District general funds.
- 6.2.4 A Peer evaluator is a tenured Unit Member who agrees to participate in the evaluation of another Unit Member and/or an adjunct academic employee.
- 6.2.5 An Evaluation Committee is composed of all of the individuals selected or required to participate in the evaluation of a Unit Member.
- 6.2.6 Evaluatee is the Unit Member being evaluated.
- 6.2.7 Immediate Supervisor is the educational supervisor or manager to whom the Unit Member being evaluated directly reports.
- 6.2.8 Second Level Administrator is an educational supervisor or manager to whom the immediate supervisor reports (appropriate College Vice President).
- 6.2.9 Evaluatee Peer is the tenured Unit Member selected by the evaluatee.
- 6.2.10 Department Peer is the tenured Unit Member selected by the department to represent the department in the evaluation process.
- 6.2.11 Senate Peer is the tenured Unit Member selected by the Academic Senate to represent the Academic Senate in the evaluation process.
- 6.2.12 Student evaluators are any students enrolled in a class being taught or using a service by the evaluatee during a period of evaluation who complete an Instructor Rating Sheet (Exhibit D.1), Instructor Rating Sheet for Online Courses (Exhibit D.1.1), or Counselor Survey Form (Exhibit D.1.2).
- 6.2.13 Temporary evaluation file refers to the package of required written materials as they are being generated during the evaluation of an evaluatee.
- 6.2.14 Chair of the Evaluation Committee is the immediate supervisor or his/her designee, or under special circumstances, could be the second level administrator (see Article 6.2.8).
- 6.3 Schedule for Evaluation: An official list of Unit Members to be evaluated and a schedule of due dates shall be published annually by August 1 by the Chief Human Resources Officer to allow those concerned with evaluations to meet their evaluation responsibilities. Distribution shall be to the appropriate College President's academic administrator designee and the President of the appropriate Academic Senate.
- 6.4 Participants in Evaluation: Each evaluation shall be conducted by administration, peer Unit Members, and students.
- 6.5 Evaluation Process for Non-Tenured Unit Members:  
Frequency of Evaluation, Composition of the Evaluation Committee, Chair, and Peer Responsibilities, Final Summary Meeting
  - 6.5.1 Frequency of Evaluation for Non-Tenured Unit Members

Each non-tenured Unit Member shall be evaluated each fall semester; at the recommendation of the evaluation committee, the process may be continued in the spring semester (see Article 6.5.4.2).

6.5.2 Composition of Evaluation Committees for Non-Tenured Unit Members

6.5.2.1 Each year prior to September 15, the evaluatees, departments and Academic Senates will choose all peer evaluators needed to serve on the evaluation committees.

6.5.2.2 Immediate or Secondary Level Administrator or his/her designee who shall serve as the Chair of the committee.

6.5.2.3 Peer Evaluators

6.5.2.3.1 One tenured Unit Member selected by the evaluatee and mutually acceptable to the immediate supervisor.

6.5.2.3.2 One tenured Unit Member selected by full-time Unit Members within the same department or closely related discipline.

6.5.2.3.3 One tenured Unit Member selected by the Academic Senate in each of the four years.

6.5.3 Chair and Peer Responsibilities for Non-Tenured Unit Member

6.5.3.1 Responsibilities of the Chair for Non-Tenured Unit Member.

6.5.3.1.1 The Chair shall call all necessary meetings and record and distribute the proceedings to the members. The Chair shall call and conduct the initial meeting by October 15 of the Evaluation Committee, at which the committee members will decide how to comply with the requirements of the process and by November 1 prepare a schedule for completing peer evaluations. The evaluatee shall be present during this meeting.

6.5.3.1.2 The Chair shall coordinate committee efforts to complete required aspects of the process in compliance with the approved evaluation process and provide for the collection and keeping of the temporary evaluation file.

6.5.3.1.3 The Chair shall make at least one scheduled classroom or online observation, which results in a written and signed IE 1 Form (Exhibit D.2) to share any impressions derived from this visit with the evaluatee. This observation may be scheduled or unscheduled at the option of the administrator. Additional observations may be made if the immediate supervisor considers it helpful to the evaluation process.

After reading the generic statement of directions for the completion of the Instructor Rating Sheet (Exhibit D.1)

to the students, the Chair evaluator shall distribute, collect, and tally the Instructor Rating Sheets in accordance with the directions of the Evaluation Committee. The Chair evaluator shall see that the students use the forms in the correct manner. The evaluatee should not be present during this process. The Chair will then forward the Instructor Rating Sheet to the Peer evaluator selected by the evaluatee.

For an online observation, record impressions on an IE 1 Form (Exhibit D.2). An online observation shall be arranged between the Chair and the evaluatee. The length of the observation shall be sufficient to enable the Chair to form a valid impression of the performance of the evaluatee.

- 6.5.3.1.4 The Chair evaluator shall meet individually with the evaluatee and share his/her impressions resulting from the classroom visits or non-instructional assignments. After the Chair evaluator and evaluatee conclude their discussions, each will sign the IE 1 Form (Exhibit D.2) and the Evaluation Committee Chair will place in the temporary evaluation file.
  - 6.5.3.1.5 If the committee Chair fails to complete the initial classroom observation by November 15 for fall semester and April 15 for spring semester, the observation will be conducted by the College President or his/her academic administrator designee.
  - 6.5.3.1.6 The Chair shall prepare and forward any recommendation for tenure arising from the process to the appropriate Academic Senate President, Chief Human Resources Office, and the appropriate College President.
- 6.5.3.2 Responsibilities of Peer Evaluators for Non-Tenured Unit Member:
- 6.5.3.2.1 Peer evaluators shall attend all meetings called by the Chair or scheduled by the committee and conduct themselves in a manner to keep all outcomes and proceedings of the committee confidential. The evaluatee should supply each Peer evaluator with a list of all additional professional activities in addition to teaching and non-teaching assignments so that the evaluators may include these items on the IE 1 Form (Exhibit D.2). These items may include advisor or committee participation, high school contacts, fund raising, participation on college committees and any other outside activities that

further enhances the partnership between the District and community.

- 6.5.3.2.2 Each Peer evaluator shall make in-class (or assignment) and out-of-class observations (see Article 6.10 Items of Evaluation) and record his/her impressions on an IE 1 Form (Exhibit D.2). Such visits shall be of length sufficient to enable the peer evaluators to form a valid impression of the performance of the evaluatee.

After reading the generic statement of directions for the completion of the Instructor Rating Sheet (Exhibit D.1) to the students, the Peer evaluators shall distribute, collect, and tally the Instructor Rating Sheets in accordance with the directions of the Evaluation Committee. The Peer evaluators shall see that the students use the forms in the correct manner. The evaluatee should not be present during this process. The Peers will then forward the Instructor Rating Sheet to the Peer evaluator selected by the evaluatee.

For an online observation, each Peer evaluator shall record his/her impressions on an IE 1 Form (Exhibit D.2). An online observation shall be arranged between each Peer evaluator and the evaluatee. The length of the observation shall be sufficient to enable the peer evaluators to form a valid impression of the performance of the evaluatee.

- 6.5.3.2.3 The peer evaluator selected by the evaluatee shall consult with the evaluatee regarding appropriate dates and times to administer the Instructor Rating Form (IE 2A Form) to in-class and online students.

- 6.5.3.2.3.1 After reading the generic statement of directions for the completion of the Instructor Rating Sheet (Exhibit D.1) to the students, the peer evaluator selected by the evaluatee shall distribute, collect, and tally the Instructor Rating Sheets in accordance with the directions of the Evaluation Committee. The Peer evaluator is to see that the students use the forms in the correct manner. The evaluatee should not be present during this process.

- 6.5.3.2.3.2 The Peer evaluator selected by the evaluatee will type verbatim on separate pages all comments written by students on the Instructor Rating Sheet (Exhibit D.1) or

Counselor Survey Forms that have been distributed and tallied by the Peer evaluator or download verbatim all the comments written by students on the online Instructor Rating Sheet for Online Courses that have been made available to online students and tallied by the Peer evaluator.

- 6.5.3.2.3.3 For faculty with instructional assignments, the Peer evaluator selected by the evaluatee shall attempt to ensure that student evaluation response is at least eighty percent (80%) of the students enrolled in the evaluatee's classes or one hundred or more students. The Peer evaluator shall ensure all of the evaluatee's contract load classes are surveyed.

For faculty with non-instructional assignments, the Peer evaluator selected by the evaluatee shall attempt to ensure that student response is from at least eighty percent (80%) of the students served or one hundred or more students during the semester of evaluation.

For faculty with both instructional and non-instructional duties, the eighty percent or one hundred students may be from the combined instructional and non-instructional assignments.

- 6.5.3.2.3.4 The Peer evaluator selected by the evaluatee shall administer any alternative forms that are substituted for the Instructor Rating Sheet (Exhibit D.1) in accordance with the agreed upon procedures of the Evaluation Committee.

- 6.5.3.2.3.5 The Peer evaluator selected by the evaluatee shall summarize data on either the Instructor Rating Sheets (Exhibit D.1), the Counselor Rating Sheets (Exhibit D.1.1) or on the appropriate Alternative Instructor Rating Sheets described in Article 6.8.5.

- 6.5.3.2.4 Peer evaluators shall meet individually with the evaluatee and share their impressions resulting from the classroom visits or non-instructional assignments. After the Peer evaluator and evaluatee conclude their discussions, each



will sign the IE 1 Form (Exhibit D.2) and forward it to the Evaluation Committee Chair for placement in the temporary evaluation file.

- 6.5.3.2.5 Peer evaluators shall participate in the Final Summary Meeting to review all impressions and written materials that have been used in the evaluation process and to sign the Evaluation Cover Sheet (Exhibit D.2) to certify the evaluation was conducted in accordance with adopted procedures.

#### 6.5.4 Final Summary Meeting for Non-Tenured Unit Member

- 6.5.4.1 At any subsequent meeting, prior to the final summary meeting, the evaluating committee may meet without the evaluatee. At the discretion of the committee, either the chair or the entire committee will report the outcome of the meeting to the evaluatee.
- 6.5.4.2 The Chair shall conduct a summary meeting by December 15 at which the recommendation to re-employ should be made if the recommendation is positive. If there is a determination by the committee that the contract Unit Member needs improvement, has the ability to improve, and as a result it is necessary to continue the evaluation process in spring semester, the committee may delay its recommendation to re-employ until February 15 to give the committee more time to gather the additional information about the performance of the contract Unit Member. Suggestions for improvement shall not be required for non-tenured unit members who have been notified that they will not be recommended for further employment with the District.
- 6.5.4.3 Upon review of the total evaluation data during the Final Summary Meeting, during which the committee shall consider all objective sources of input, summarize the observations of the Committee members, and complete any required forms, the Evaluation Committee shall recommend the termination or continuation of the process.
- 6.5.4.4 If the evaluatee disagrees with the recommendation of the committee, he/she may request the continuation of the process.
- 6.5.4.5 If the process is terminated, the evaluation procedures conclude for the year. The Temporary Evaluation File is completed and all documents are compiled and forwarded to the office of the appropriate College President or his/her academic administrator designee, who will surrender the file to the Chief Human Resources Officer.
- 6.5.4.6 If a committee member disagrees with the recommendation, he/she may file a separate Evaluation Cover Sheet (Exhibit D.2) form by

the end of the fall semester. All such evaluations may be commented upon by the evaluatee, in writing, on the reverse side of the form.

- 6.5.4.7 In any year of evaluation, both the Academic Senate President and the Chief Human Resources Officer will be advised by the appropriate College President or his/her academic administrator designee of any unsatisfactory academic performance of a nature that might prevent a future recommendation of tenure.
- 6.5.4.8 If the committee recommends that the process continue into the following spring semester:
  - 6.5.4.8.1 The committee will state on the Evaluation Cover Sheet (Exhibit D.2) the reasons and a recommendation to continue the evaluation process to February 15. Further, the committee must state whether the full (6.5.4.8.2.1) or the abbreviated (6.5.4.8.2.2) process will be used.
  - 6.5.4.8.2 The committee will determine the level of scrutiny needed to address the stated reasons for continuing the evaluation and:
    - 6.5.4.8.2.1 Decide to continue the full evaluation process concluding by February 15, or
    - 6.5.4.8.2.2 Decide on an abbreviated evaluation process appropriate to satisfy any concerns that were expressed on the Evaluation Cover Sheet (Exhibit D.2). Any abbreviated evaluation process will be documented in writing on or attached to the Evaluation Cover Sheet (Exhibit D.2) and forwarded with the temporary evaluation file to the appropriate College President or his/her academic administrator designee by February 15.
    - 6.5.4.8.2.3 The committee will remain composed of the same individuals for the remainder of the academic year.
    - 6.5.4.8.2.4 The Chair shall keep a copy of the temporary evaluation file, to which augmentations will be made during the spring semester.
    - 6.5.4.8.2.5 There shall be an initial evaluation committee meeting called by the chair no later than the end of the first week of the spring semester to initiate continuance of the evaluation process. The committee will

review and plan how to implement the recommendation of the committee as it was stated on the Evaluation Cover Sheet (Exhibit D.2).

6.5.4.8.2.5.1 If the committee recommended that the full evaluation process be applied, the process conducted during the fall semester will be repeated and concluded by February 15. Upon completion of the process, an Evaluation Cover Sheet (Exhibit D.2) will be completed and placed in the temporary evaluation file. The file and all augmentation documents will be forwarded immediately to the appropriate College President or his/her academic administrator designee. The College President or his/her designee will send the temporary evaluation file to the Chief Human Resources Officer.

6.5.4.8.2.5.2 If the committee recommended less than the full evaluation process, it will arrange to complete the process by February 15. Upon completion of the process, an Evaluation Cover Sheet (Exhibit D.2) will be prepared and modified as appropriate before placement in the temporary evaluation file. The file with all augmentation documents will be forwarded immediately to the appropriate College President or his/her

academic administrator  
designee. The President or  
his/her designee will send  
the temporary evaluation file  
to the Chief Human  
Resources Officer.

- 6.5.4.9 Summary evaluations shall be initially completed by December 15 unless there has been a determination to continue the evaluation process into the spring semester as per Article 6.5.4.4.2.

A supplementary Evaluation Cover Sheet (Exhibit D.2) will be prepared by February 15 for interim observations where facts substantially change and/or where the previous evaluation indicated possible termination or disciplinary recommendations.

- 6.5.4.10 Prior to the end of February, the Chief Human Resources Officer shall forward recommendations for re-employment and a separate recommendation list, if applicable, for non- re- employment to the Chancellor.

- 6.5.4.11 When the evaluatee is assigned both to teaching and non- teaching duties, he/she may be evaluated both as a teaching and as a non-teaching Unit Member by assigning some of the evaluation committee to evaluate teaching and others on the evaluation committee to evaluate non-teaching duties. The evaluation conclusions from both will be expressed on a single Evaluation Cover Sheet (Exhibit D.2).

- 6.5.4.12 The same calendar and procedures, which are used for the teaching tenure-track Unit Members, will be used for non- teaching tenure-track Unit Members.

- 6.5.5 Any recommendation for tenure arising from the process is to be prepared and forwarded by the Chair to the appropriate Academic Senate President, Chief Human Resources Officer, and appropriate College President.

- 6.5.6 A non-tenured Unit Member who begins employment with the District effective for the spring semester will undergo the same evaluation process that is conducted during the fall semester, but beginning with the peer selection and appointment by February 1, initial Evaluation Committee meeting by February 10, completion of peer observations by April 7, and completion of the Summary meeting by May 12. The non-tenured Unit Member will be evaluated again with the full evaluation process in the following fall semester.

Non-tenured Unit Members who begin employment with the District effective for the spring semester will NOT be able to count their first spring semester of employment toward sabbatical leave or tenure consideration.

- 6.5.7 By no later than February 15 of any year of the evaluation cycle for a non-tenured Unit Member, the Evaluation Committee shall complete its review

and report its recommendations to re-employ or not re-employ and suggestions for improvement regarding the non-tenured Unit Member. Suggestions for improvement shall not be required for non-tenured unit members who have been notified that they will not be recommended for further employment with the District.

- 6.5.8 By no later than February 15 of the fourth year of the evaluation cycle for a non-tenured Unit Member, the Evaluation Committee shall review its findings, for that year and the previous years, and submit to the Chief Human Resources Officer, the appropriate College President and the appropriate Academic Senate President a report as to the satisfactory or unsatisfactory performance of that non-tenured Unit Member and make a recommendation whether or not to grant tenure to that non-tenured Unit Member.
- 6.5.9 A non-tenured Unit Member shall have completed at least a 75% workload during the academic year to have that year be considered toward the attainment of tenure.
- 6.5.10 In cases where the college president disagrees with the Evaluation Committee's recommendation, the college president shall confer with the Evaluation Committee and the Academic Senate President. If asked, the Evaluation Committee shall be present and shall have the opportunity to offer testimony. If agreement can be reached, that recommendation shall be forwarded to the Chancellor. If agreement cannot be reached, the college president and Academic Senate President shall forward to the Chancellor separate recommendations with justification. If the recommendations are different, the Board will be advised of the different recommendations.
- 6.5.11 When the recommendation to grant tenure is approved by the Board, the Unit Member shall be considered to be tenured and shall have full tenure status as of the date of the Board meeting.
- 6.5.12 If the recommendation to the Board is against tenure, the evaluatee shall have the right to appeal to the Board of Trustees at the next, immediate meeting of the Board.
- 6.5.13 If, in any year of the tenuring process, any appointed Peer fails to perform his/her duties by November 1, the committee Chair shall ask the appointing body to provide a substitute Peer to complete the necessary duties by no later than December 1. If any peer fails to complete his/her duties by December 1, the evaluation will continue without participation of that Peer.

## 6.6 Evaluation Process for Tenured Unit Members

Frequency of Evaluation, Composition of the Evaluation Committee, Chair, and Peer Responsibilities, Final Summary Meeting

### 6.6.1 Frequency of Evaluation for Tenured Unit Members

- 6.6.1.1 Each tenured Unit Member must be evaluated once every third year. At the discretion of the Evaluation Committee, the evaluation shall be conducted and completed in either the fall or spring semester. The

decision for a fall or spring semester evaluation shall be made during the initial meeting no later than October 15.

- 6.6.1.2 Unit Members who receive a “needs improvement” evaluation may be evaluated every year until a satisfactory evaluation is achieved or, at the recommendation of the evaluation committee, the process may be continued in the spring semester (see Article 6.6.4.2.6).

#### 6.6.2 Composition of the Evaluation Committees for Tenured Unit Members

- 6.6.2.1 Immediate or Secondary Level Administrator or his/her designee who shall serve as the Chair of the committee.
- 6.6.2.2 A Peer evaluator for a tenured Unit Member shall be selected by the evaluatee prior to September 15 and mutually acceptable to the immediate supervisor.

#### 6.6.3 Chair and Peer Responsibilities for Tenured Unit Members

##### 6.6.3.1 Responsibilities of the Chair for Tenured Unit Members

- 6.6.3.1.1 The Chair shall call all necessary meetings and record and distribute the proceedings to the members. The Chair shall call and conduct the initial meeting by October 15 of the Evaluation Committee, at which the committee members will decide how to comply with the requirements of the process and by November 1 prepare a schedule for completing peer evaluations. The evaluatee shall be present during this meeting.
- 6.6.3.1.2 The Chair shall coordinate committee efforts to complete required aspects of the process in compliance with the approved evaluation process and provide for the collection and keeping of the temporary evaluation file.
- 6.6.3.1.3 The Chair shall make at least one scheduled classroom or online observation, which results in a written and signed IE 1 Form (Exhibit D.3) and to share any impressions derived from this visit with the evaluatee. Additional observations may be scheduled if the immediate supervisor considers it helpful to the evaluation process.

After reading the generic statement of directions for the completion of the Instructor Rating Sheet (Exhibit D.1) to the students, the Chair evaluator shall distribute, collect, and tally the Instructor Rating Sheet (Exhibit D.1) in accordance with the directions of the Evaluation Committee. The Chair evaluator shall see that the students use the forms in the correct manner. The evaluatee should not be present during this process. The Chair will then forward the Instructor Rating Sheet to the Peer evaluator selected by the evaluatee.

For an online observation, record impressions on an IE 1 Form (Exhibit D.3). An online observation shall be arranged between the Chair and the evaluatee. The length of the observation shall be sufficient to enable the Chair to form a valid impression of the performance of the evaluatee.

6.6.3.1.4 The Chair evaluator shall meet individually with the evaluatee and share his/her impression resulting from the classroom visits or non-instructional assignments. After the Chair evaluator and evaluatee conclude their discussions, each will sign the IE 1 Form (Exhibit D.3) and the Evaluation Committee Chair will place in the temporary evaluation file.

6.6.3.1.5 If the committee Chair fails to complete the initial classroom observation by November 15, the observation will be conducted by the College President or his/her academic administrator designee.

For Unit Members being evaluated in the spring semester, the Chair evaluation may be completed as late as April 20.

#### 6.6.3.2 Responsibilities of the Peer Evaluator for Tenured Unit Member

6.6.3.2.1 The Peer evaluator shall attend all meetings called by the Chair or scheduled by the committee and conduct themselves in a manner to keep all outcomes and proceedings of the committee confidential. The evaluatee should supply the Peer evaluators with a list of all additional professional activities in addition to teaching and non-teaching assignments so that the evaluators may include these items on the IE1 Form (Exhibit D.3). These items may include advisor or committee participation, high school contacts, fund raising, participation on college committees and any other outside activities that further enhances the partnership between the District and community.

6.6.3.2.2 The Peer evaluator shall make in-class (or assignment) and out-of-class observations (see Article 6.10 Items of Evaluation) and record his/her impressions on an IE 1 Form (Exhibit D.3). Such visits shall be of length sufficient to enable the peer evaluator to form a valid impression of the performance of the evaluatee.

For an online observation, the Peer evaluator shall record impressions on an IE 1 Form (Exhibit D.3). An online observation shall be arranged between the Peer evaluator

and the evaluatee. The length of the observation shall be sufficient to enable the peer evaluator to form a valid impression of the performance of the evaluatee.

6.6.3.2.3 For in-class observations, the Peer evaluator shall consult with the evaluatee regarding appropriate dates and times to administer the Instructor Rating Sheet (Exhibit D.1) to in-class and online students.

6.6.3.2.3.1 After reading the generic statement of directions for the completion of the Instructor Rating Sheet (Exhibit D.1) to the students, the Peer evaluator shall distribute, collect, and tally the Instructor Rating Sheet in accordance with the directions of the Evaluation Committee. The Peer evaluator shall see that the students use the forms in the correct manner. The evaluatee should not be present during this process.

6.6.3.2.3.2 The Peer evaluator shall type verbatim on separate pages all comments written by students on the Instructor Rating Sheets (Exhibit D.1) or Counselor Survey Forms that have been distributed and tallied by the peer evaluator or download verbatim all the comments written by students on the online Instructor Rating Sheet for Online Courses (Exhibit D.1.2) that have been made available to online students and tallied by the peer evaluator.

6.6.3.2.3.3 For faculty with instructional assignments, the Peer evaluator shall attempt to ensure that student evaluation response is from at least eighty percent (80%) of the students enrolled in the evaluatee's classes or one hundred or more students. The Peer evaluator must administer the Instructor Rating Sheets (Exhibit D.1) to two (2) or more of the evaluatee's classes to obtain at least the minimum percentage of students.

For faculty with non-instructional assignments, the Peer evaluator shall attempt to ensure that student evaluation response is from at least eighty percent (80%) of the students served or one hundred



or more students during the semester of evaluation.

For faculty with both instructional and non-instructional duties, the eighty percent or one hundred students may be from the combined instructional and non-instructional assignments.

6.6.3.2.3.4 The Peer evaluator shall administer any alternative forms that are substituted for the Instructor Rating Sheet (Exhibit D.1) in accordance with the agreed upon procedures of the Evaluation Committee.

6.6.3.2.3.5 The Peer evaluator shall summarize data on either the Instructor Rating Sheets (Counselor Rating Sheets) or on the appropriate Alternative Instructor Rating Sheets described in Article 6.8.5.

6.6.3.2.4 The Peer evaluator shall meet individually with the evaluatee and share his/her impressions resulting from the classroom visits. After the Peer and evaluatee conclude their discussions, each will sign the IE 1 Form (Exhibit D.3) and forward it to the Evaluation Committee Chair for placement in the temporary evaluation file.

6.6.3.2.5 The Peer evaluator shall participate in the Final Summary Meeting to review all impressions and written materials that have been used in the evaluation process and to sign the Evaluation Cover Sheet (Exhibit D.3) to certify the evaluation was conducted in accordance with adopted procedures.

6.6.3.3 For Unit Members being evaluated in the spring semester, the Peer evaluation may be completed as late as April 20.

#### 6.6.4 Final Summary Meeting for Tenured Unit Member

6.6.4.1 At any subsequent meeting, prior to the final summary meeting, the evaluating committee may meet without the evaluatee. At the discretion of the committee, either the Chair or the entire committee will report the outcome of the meeting to the evaluatee.

6.6.4.2 The Chair shall conduct a summary meeting by December 15.

For a Unit Member whose evaluation occurs in the spring semester, the summary meeting shall be completed by May 12 (see Article 6.6.1.1).

6.6.4.2.1 Upon review of the total evaluation data during the Final Summary Meeting, during which the committee shall

consider all objective sources of input, summarize the observations of the Committee members, and complete any required forms, the Evaluation Committee shall recommend the termination or continuation of the process.

- 6.6.4.2.2 If the evaluatee disagrees with the recommendation of the committee, he/she may request the continuation of the process. If the evaluation process is to continue for the tenured Unit Member, an Academic Senate member mutually agreed to by the Evaluatee may be added to the team, if requested by the evaluatee.
- 6.6.4.2.3 If the process is terminated, the evaluation procedures conclude for the year. The Temporary Evaluation File is completed and all documents are compiled and forwarded to the office of the appropriate College President or his/her academic administrator designee, who will surrender the file to the Chief Human Resources Officer.
- 6.6.4.2.4 If a committee member disagrees with the recommendation, he/she may file a separate Evaluation Cover Sheet (Exhibit D.3) form by the end of the fall semester. All such evaluations may be commented upon by the evaluatee, in writing, on the reverse side of the form.
- 6.6.4.2.5 In any year of evaluation, the Chief Human Resources Officer will be advised by the appropriate College President or his/her academic administrator designee of any unsatisfactory academic performance.
- 6.6.4.2.6 If the committee recommends that the process continue into the following spring semester:
  - 6.6.4.2.6.1 The committee will state on the Evaluation Cover Sheet (Exhibit D.3) the reasons and a recommendation to continue the evaluation process to February 15. Further, the committee must state whether the full (6.6.4.2.6.1) or the abbreviated (6.6.4.2.6.2) process will be used.
  - 6.6.4.2.6.2 The committee will determine the level of scrutiny needed to address the stated reasons for continuing the evaluation and:
    - 6.6.4.2.6.2.1 Decide to continue the full evaluation process

concluding by February 15,  
or

- 6.6.4.2.6.2.2 Decide on an abbreviated evaluation process appropriate to satisfy any concerns that were expressed on the Evaluation Cover Sheet. Any abbreviated evaluation process will be documented in writing on or attached to the Evaluation Cover Sheet and forwarded with the temporary evaluation file to the appropriate College President or his/her academic administrator designee by February 15.
- 6.6.4.2.6.3 The committee will remain composed of the same individuals for the remainder of the academic year.
- 6.6.4.2.6.4 The Chair shall keep a copy of the temporary evaluation file, to which augmentations will be made during the spring semester.
- 6.6.4.2.6.5 There shall be an initial evaluation committee meeting called by the Chair no later than the end of the first week of the spring semester to initiate continuance of the evaluation process. The committee will review and plan how to implement the recommendation (Exhibit \_\_) recommend that the full evaluation process be applied, the process conducted by February 15. Upon completion of the process, an Evaluation Cover Sheet (Exhibit D.3) will be completed and placed in the temporary evaluation file. The file and all augmentation documents will be forwarded immediately to the appropriate College President or his/her designee will send the temporary evaluation file to the Chief Human Resources Officer.

6.6.4.2.6.5.1 If the committee recommended that the full evaluation process be applied, the process conducted during the fall semester will be repeated and concluded by February 15. Upon completion of the process, an Evaluation Cover Sheet (Exhibit D.3) will be completed and placed in the temporary evaluation file.

The file and all augmentation documents will be forwarded immediately to the appropriate College President or his/her academic administrator designee. The President or his/her designee will send the temporary evaluation file to the Chief Human Resources Officer.

6.6.4.2.6.5.2 If the committee recommended less than the full evaluation process, it will arrange to complete the process by February 15. Upon completion of the process, an Evaluation Cover Sheet (Exhibit D.3) will be prepared and modified as appropriate before placement in the temporary evaluation file. The file with all augmentation documents will be forwarded immediately to the appropriate College President or his/her academic administrator designee. The President or his/her designee will send

the temporary evaluation file  
to the Chief Human  
Resources Officer.

- 6.6.4.2.7 Summary evaluations shall be initially completed by December 15 unless there has been a determination to continue the evaluation process into the spring semester as per 6.6.1.1.

A supplementary Evaluation Cover Sheet (Exhibit D.3) will be prepared by February 15 for interim observations where facts substantially change and/or where the previous evaluation indicated possible termination or disciplinary recommendations.

- 6.6.4.2.8 When the evaluatee is assigned both to teaching and non-teaching duties, he/she may be evaluated both as a teaching and as a non-teaching Unit Member by assigning some of the evaluation committee to evaluate teaching and others on the evaluation committee to evaluate non-teaching duties. The evaluation conclusions from both will be expressed on a single Evaluation Cover Sheet (Exhibit D.3).

- 6.6.4.2.9 The same calendar and procedures, which are used for the tenured teaching Unit Members, will be used for tenured non-teaching Unit Members.

## 6.7 Evaluation of Categorical Unit Members (exclusive of EOPS and DSPS)

### Frequency of Evaluation, Composition of the Evaluation Committee, Chair, and Peer Responsibilities

#### 6.7.1 Frequency of Evaluation for Categorical Unit Members

- 6.7.1.1 In their first four years of employment, non-tenured, categorically funded Unit Members shall be evaluated as frequently as non-tenured Unit Members (see Article 6.5.1).
- 6.7.1.2 Further evaluation shall occur in each third year following and shall be conducted as frequently as for tenured Unit Members (see Article 6.6.1.1).

#### 6.7.2 Composition of the Evaluation Committees for Categorical Unit Members

- 6.7.2.1 In their first four years of employment, non-tenured, categorically funded Unit Members shall be evaluated by committees composed according to the guidelines used for non-tenured Unit Members (see Article 6.5.2).
- 6.7.2.2 Further evaluation shall occur in each third year following and shall employ the same process and committee composition as for tenured Unit Members (see Article 6.6.2).

- 6.7.3 Chair and Peer Evaluator Responsibilities for Categorical Unit Members
  - 6.7.3.1 For the evaluation of Categorical Unit Members with less than four years of service, the responsibilities of the Chair and Peer evaluators shall be the same as those provided for non-tenured Unit Members in Article 6.5.3.
  - 6.7.3.2 For the evaluation of Categorical Unit Members with more than four years of service, the responsibilities of the Chair and Peer evaluators shall be the same as those provided for tenured Unit Members in Articles 6.6.3.
- 6.8 Evaluation documents shall include the following for each Unit Member evaluatee:
  - 6.8.1 Faculty Evaluation Form IE 1 (Exhibit D.4) - Used by all Peer evaluators and administrators to record classroom visits or related activity serving the evaluation process. Written statements on this form shall address the six (6) items of evaluation stated on the form and the form shall be signed by both the person preparing the form as well as the evaluatee. The comments on the form shall address the results of the classroom visit and the wider performance of the evaluatee in meeting the responsibilities of his/her position.
  - 6.8.2 Instructor Rating Sheet (Exhibit D.1) - Instructor Rating Sheet that shall be distributed to students to survey their impressions of the performance of the evaluatee. Student comments are to be written on the back side of the form. Counselor Survey Form used for counselors. The Instructor Rating Sheet for Online Courses (Exhibit D.1.2) shall be utilized for online student evaluations (reference articles 6.5.3.2.3.2 and 6.6.3.2.3.2). The Instructor Rating Sheets (Exhibit D.1) shall serve as the basic guide to evaluation of the six (6) mandatory items of evaluation (see Article 6.10).
  - 6.8.3 Typed student comments – Student written comments on the Instructor Rating Sheet or Counselor Survey Forms are to be typed verbatim by the Peer evaluator selected by the evaluatee on separate pages.
  - 6.8.4 Instructor Rating Sheets and Counselor Survey Tally Forms – The student responses for each item on the Instructor Rating Sheets and Counselor Survey Forms are to be tallied by each class and recorded on a single blank Instructor Rating Sheets or Counselor Survey form by the Peer evaluator selected by the evaluatee.
  - 6.8.5 Any approved Alternative Forms for the Instructor Rating Sheet which might be used for collecting impressions of students or others that are used in the evaluation of non-tenured or tenured Unit Members shall be mutually agreed upon by the non-tenured or tenured Unit Members within the same division, department, related discipline or faculty service area and the appropriate supervisor. The forms will be used for courses within the division, department, or related discipline. Such agreement may include specification of which courses require oral administration of the form or use of an ESL or sign language interpreter who is not the evaluatee.

- 6.8.6 Evaluation Cover Sheet (Exhibit D.4) – Certify the completion of all required evaluation activities by the Evaluation Committee, state the committee’s composite perspective based on information contained and documented in the forms Faculty Evaluation Form (Exhibit D.4) and Instructor Rating Sheet (Exhibit D.1), and signed by all members of the committee. The form will indicate whether or not the performance of the Unit Member is satisfactory or unsatisfactory in meeting all aspects of the assigned responsibilities of the position occupied by the evaluatee, whether teaching, non-teaching, or a combination of these. The Evaluation Cover Sheet for Tenure Track Faculty is to be used for non-tenured (contract) Unit Members, the Evaluation Cover Sheet for Tenured Faculty is to be used for tenured (regular) Unit Members and the Evaluation Cover Sheet for Temporary Faculty is to be used for categorical (non-tenure-track) Unit Members. The IE 3 PT (Exhibit D.5) Form is to be used for adjunct faculty.
- 6.8.7 Any alternative view statements generated and signed by the evaluatee or evaluators which might arise out of the Final Summary Meeting of the Evaluation Committee.
- 6.9 Distribution of forms will be as follows for Unit Member evaluations:
  - 6.9.1 Evaluatee will receive the copies of the Faculty Evaluation Form (or agreed-to alternative forms), copies of the Instructor Rating Sheet, copies of the typed comments from the Instructor Rating Sheet, a copy of the Evaluation Cover Sheet, and, if the Evaluation Cover Sheet is not agreed to unanimously by the committee members, any copies of dissenting statements/forms/rebuttals.
  - 6.9.2 The Temporary Evaluation File will contain originals of any Faculty Evaluation Form (or agreed to alternative forms), the original tally forms for the Instructor Rating Sheets or Counselor Survey Forms; original typed comments from the Instructor Rating Sheets or Counselor Survey Forms; the original Evaluation Cover Sheets; and if the Evaluation Cover Sheet is not agreed to unanimously by the committee members, any original dissenting statements/forms/rebuttals.
  - 6.9.3 Except for tenured Unit Members being evaluated in the spring semester, the Temporary Evaluation File will be completed prior to the end of the fall semester and forwarded immediately to the appropriate College President or his/her academic administrator designee and will contain a recommendation to re-employ or not to re-employ the evaluatee. If the Evaluation Committee determines that the evaluation process should be continued during the spring semester, this will be stated on the Evaluation Cover Sheet, which will also state the recommendations to the evaluatee for needed improvement of his/her performance. (See Articles 6.5.4.8 and 6.6.4.2.6). The Evaluation Committee will continue in operation and the chair will keep a copy of the temporary evaluation file for use by the committee during the spring semester.
  - 6.9.4 Upon completion of the evaluation process in either the fall or the spring semester, the temporary evaluation file will be surrendered to the Chief Human Resources Officer and shredded.

- 6.10 Items of Evaluation - The following factors shall be considered in every evaluation of a Unit Member:
  - 6.10.1 Effectiveness of instruction/student services
  - 6.10.2 Techniques of instruction/skill in accomplishing contract responsibilities/ assignments
  - 6.10.3 Expertise in subject matter/skill in contract assignment
  - 6.10.4 Participation in professional responsibilities and other internal and external professional activities that further the image and growth of the college; e.g., participation on college committees, program review, student activity advisement, etc. (refer to Article 7.1.5).
  - 6.10.5 Acceptance of responsibility
  - 6.10.6 Effectiveness of communication.
- 6.11 Procedures and Compensation for Evaluation of Part-Time (hourly) Academic Employees
  - 6.11.1 At the beginning of each academic year, full-time tenured divisional Unit Members shall select a pool of peer evaluators representing the departments, faculty service areas or disciplines within that division for the purpose of evaluating part-time (hourly) faculty members.

In the event a department lacks a sufficient number of full-time tenured Unit Members who agree to perform the part-time evaluations, any full-time Unit Member who has completed at least two (2) years of full-time employment with the District (75 percent or more) and who has been approved by the Board as a third-year employee may perform part-time evaluations.
  - 6.11.2 If sufficient names of peer evaluators are not forthcoming by September 15 for fall semester evaluations and by February 15 for spring semester evaluations, the administration will notify the Association of that fact and request assistance in getting sufficient names.
  - 6.11.3 If there are still not sufficient names of peer evaluators by October 1 for fall semester evaluations and by March 1 for spring semester evaluations, the administration may select as peer evaluators any tenured Unit Members who have volunteered and who are acceptable to the administration.
  - 6.11.4 Peer evaluators shall be paid \$300 or shall receive six (6) hours of flex credit per evaluatee and shall notify the District which option will be used before the evaluation begins. The evaluation and agreement must be turned in to Office of Human Resources before either a payment will be made or flex will be credited to the Unit Member.
  - 6.11.5 The peer evaluator shall make a thorough, professional evaluation of the evaluatee, and shall prepare all necessary documents using the proper forms.



- 6.11.6 Except in unusual circumstances as approved by the Chief Human Resources Officer, no one will serve as the peer evaluator more than ten (10) times per academic year.
- 6.11.7 Peer evaluators of part-time academic employee shall, in the case of off-campus evaluations, be compensated for mileage at the prevailing District rate or may use a District vehicle if available.
- 6.11.8 It is understood that peer evaluators, in implementation of their duties as outlined in Article 6 of this Agreement, are acting under the mandate and protection of AB 1725.

## **ARTICLE 7.0 – WORKLOAD**

- 7.1 It is mutually understood that the basis of the total workload assignment is a 40- hour work week, inclusive of all the obligations of the Unit Member. Those obligations include, but are not limited to classroom time, preparation time, office hours, professional responsibilities as defined in Article 7.1.5, and release time or reassigned workload as authorized in this Agreement.
  - 7.1.1 A full-time load for Instructional Unit Members is 30 lecture hours per academic year with an average of 15 lecture hours equivalent per semester.
  - 7.1.2 Load for lab activities and nursing clinicals shall be .85 of a lecture hour or equivalent.
  - 7.1.3 Unit Members assigned to non-instructional areas (Counseling, LD Specialists, Librarian, Instructional Designer and Academic Skills Center) shall have a load of up to 30 hours of assigned time per week plus five (5) office hours per week (see Article 7.7.2). 2.67 clock hours of non-teaching duties are equivalent to one lecture hour of load.
  - 7.1.4 Unit Members in the instructional areas of Psychiatric Technology and Radiologic Technology may be assigned from one (1) to six (6) units of clinical load each semester in order to complete required administrative duties including but not limited to duties related to program accreditation, state board reviews, clinical site evaluations, student applications, and student orientations. 2.67 clock hours of clinical duties are equivalent to one lecture hour of load. Scheduled hours and days shall be based on seniority.
  - 7.1.5 Unit Members shall be obligated to participate in a range of professional responsibilities related to their assigned duties each semester. Professional responsibilities are in addition to classroom time, preparation time, counseling time, and office hours, and shall be approximately 5 hours per week, on average. Professional responsibilities may include, among other things, hiring committees; department meetings; District or College sanctioned committees; program review; curriculum development; participation in discipline specific organizations (e.g., boards, advisory groups, etc., both internal and external); grant writing or research and writing of an academic nature that benefits teaching, learning, or counseling; serving on accreditation site teams; inter-department collaboration projects; coordination with K-12 and other

institutions of higher learning; verifiable faculty mentoring; attendance at professional conferences and trainings that benefit the functions of the District or college or teaching, learning, or counseling; attending board meetings; advising student clubs; community outreach, student recruitment efforts, public relations events for the benefit of the District or college; fundraising and soliciting donations for benefit of the foundation or students clubs; and Student Learning Outcomes (SLOs).

Except for curriculum updates, program review and the assessment of SLOs, members shall generally have the ability to determine the above professional responsibilities in which they meet this obligation. Other activities that benefit the District or college or that improve teaching, learning, or counseling shall constitute professional responsibilities by mutual agreement between the Unit Member and the immediate supervisor. Recognizing the integral roles administrators, faculty, and staff play in the development, implementation, and assessment of SLOs, faculty will participate with other stakeholders in these endeavors. An immediate supervisor may consult with unit members to discuss how he or she intends to meet these obligations.

EP assignments do not relieve a faculty member of meeting professional responsibilities associated with their normal load as set forth in this article.

- 7.1.6 In the case of release time or reassigned workload, there shall be a proportional reduction in total workload for both instructional and non- instructional assignments including professional responsibilities, classroom time, preparation time, counseling time, and office hours (e.g. .20 FTEF release time is equivalent to 3 hours lecture, 3 hours prep, 1 office hour, and 1 professional responsibility hour).

- 7.2 The District shall endeavor, but shall not be required, to “balance” the Unit Member’s teaching assignment within each contract year. The District and the individual Unit Member by mutual consent may “balance” the teaching assignment load in the subsequent academic year.

By way of example, a Unit Member who has a 17-unit load in the first semester of an academic year should have a 13-unit load in the next semester, if possible, so that the total for the academic year is 30 units.

However, if the maximum load available to a Unit Member is 27 units for an academic year, the District and Unit Member may agree that the Unit Member’s load may be balanced in the subsequent two semesters by being assigned an additional 3 units (i.e., a total of 33 units in the subsequent academic year).

- 7.2.1 In the event that an overload exists at the end of a contract year, the Unit Member may either elect to bank the overload per Article 4.14 or elect to be compensated from the EP salary schedule in effect at the time. Payment shall be based upon the appropriate EP salary schedule and step of the Unit Member.

Regular load units which exceed 30 per year will be designated as EP not to exceed 18 load units per year, exclusive of Intersession and Summer Session, as provide for Article 13.3.

An employee is not deemed to have an overload for any additional units that are required to balance the load of a Unit Member for prior academic years. For example, if a Unit Member is assigned 33 units in a year because the Unit Member needed to make up for only 27 units assigned in the prior academic year, the additional 3 units would not be considered overload for purposes of this article.

- 7.2.2 The appropriate administrator shall provide each Unit Member with a draft copy of the Unit Member's proposed schedule at least two weeks prior to the date the final schedule is due to the designated College or campus administrator. The statement shall reflect a cumulative unit load total from the first semester of this contract including EP load units.

In the event of modification of a Unit Member's schedule (due to class cancellation, an additional load assignment, or other circumstance), the appropriate administrator shall provide the Unit Member with a corrected draft of the load statement including EP within five (5) working days after the change.

- 7.2.3 On October 1 for the fall semester and March 1 for the spring semester, the District shall provide the Association with a copy of each Unit Member's cumulative load statement. By November 15 for the fall semester and April 15 for the spring semester, an updated cumulative load statement for each Unit Member will be provided to the Association. The statements shall reflect the Unit Member's load units and EP assignments.

- 7.3 The scheduling of evening assignments shall be done in consultation with the Unit Member and the appropriate administrator. An evening assignment is any instructional or non-instructional assignment that concludes after 5:30 p.m. No Unit Member shall be given an evening teaching, counseling, or librarian assignment except when that evening assignment is necessary in order to avoid a reduction in the Unit Member's program load or unless requested by the Unit Member.

- 7.3.1 All assignments for load on a particular day shall be within a nine-hour span unless the Unit Member agrees to a longer time span by signing an exception notice provided by the Office of Human Resources and Personnel Services.

- 7.3.2 If a Unit Member is given an evening teaching, counseling, or librarian assignment to fill out his/her load, a 12-hour time span must be allowed before the beginning of the Unit Member's next load assignment. For example, if a Unit Member's evening assignment ends at 9 p.m., he/she may not be scheduled to return to campus before 9 a.m. the next morning. The Unit Member may agree to waive this time span by signing an exception notice provided by the Office of Human Resources and Personnel Services.

- 7.4 In general, contract classes shall not be canceled after the first week of instruction or second class meeting, whichever is later.

- 7.5 In the event that a Unit Member's contract load drops below 15 load units in a semester because of a class cancellation during the first week of instruction or second class meeting, whichever is later, the appropriate administrator and the Unit Member in consultation shall choose any of the following options for filling the Unit Member's load or generate another option mutually agreed to by the appropriate administrator and the Unit Member:
- Balance the load by teaching additional units in the subsequent semester or restructure the load in the subsequent semester or as soon thereafter as possible within this three-year contract (not an option to be used in the final semester of this contract);
  - Teach a late-starting class within the same semester;
  - Undertake a District-approved curriculum project as an alternate assignment;
  - Teach for load a class that the Unit Member may be teaching as an EP class;
  - Teach for load a class that the Unit Member is qualified to teach which is being taught by a part-time instructor within the normal work week;
  - Teach for load a class that the Unit Member is qualified to teach which is being taught for EP by another Unit Member, if the other Unit Member agrees to relinquish the class.
- 7.6 In the event that an under load occurs in the final semester of this contract and all other options as addressed in Article 7.5 have been considered, a Unit Member's EP class or classes may be reassigned as contract load providing the provisions of Articles 7.3.1 and 7.3.2 are met.
- 7.7 Each full-time Unit Member shall be available to be on campus or an alternate worksite five (5) days per week to participate in campus activities, serve on committees, be available to students, and maintain regular office hours. Office hours may be held from an alternate site with prior approval of the scheduling administrator.
- 7.7.1 For classroom Unit Members, office hours are generally for purposes of assisting students through formal and informal advisory processes.
- 7.7.2 For non-classroom Unit Members, office hours are generally for purposes of meeting with colleagues or other contacts, doing research, or completing other professional duties related to the assignment.
- 7.7.3 In the case of a Unit Member who has more than six (6) District scheduled hours on any one day, such Unit Member shall not be required to hold an office hour on that day but shall instead hold two (2) office hours on another day.
- 7.7.4 In the case of a Unit Member whose assignment is primarily off-campus or at an off-campus worksite, the Unit Member shall be allowed to hold office hours at the daily off-campus worksite assignment. (By example, if a Unit Member is scheduled to work at an alternate worksite on Tuesdays, he/she may hold office hours at that worksite Tuesdays.)

- 7.7.5 A Unit Member whose teaching load is at least 20% distributive learning may complete four (4) hours of regular office hours and one (1) hour of virtual office hour and shall be available to be on campus five (5) days per week.
- 7.7.6 Office hours shall generally be scheduled between 8:00 a.m. and 5:00 p.m. on weekdays as determined by the Unit Member, unless otherwise approved by the appropriate administrator.
- 7.8 The appropriate administrator shall attempt whenever possible to limit the number of major and separate preparations to three (3). Upon mutual consent by the Unit Member and immediate administrator, preparations in excess of three may be assigned.
- 7.9 Unit Members may request EP assignments, subject to the requirements of this Agreement.

## **ARTICLE 8.0 – ROLE OF FULL-TIME FACULTY IN HIRING**

(Refer to the District *Hiring Manual for Full-Time Faculty*.)

- 8.1 The Association shall have the right to review full-time faculty job descriptions prior to announcement of an open position for terms and conditions of employment.
- 8.2 All unfilled positions shall first be considered as “positions available for transfer,” and the provisions of Article 5 Transfers shall apply.
- 8.3 Full-time Unit Members from appropriate departments shall be responsible to participate in the selection process of full-time Unit Members. The composition of hiring selection committees for full-time Unit Members shall be comprised of a total of five to seven persons selected as follows:
- One to two Unit Members appointed by the Academic Senate; except in extenuating circumstances, only tenured Unit Members will be appointed.
  - One to two Unit Members appointed by the appropriate division faculty, one of whom must be from the appropriate discipline. If a college lacks an appropriate discipline Unit Member to serve on its Hiring Committee, a discipline Unit Member from another college within the District, to be selected by its appropriate discipline Unit Member, will fill the position. Except in extenuating circumstances, only tenured Unit Members will be appointed.
  - The appropriate supervisor of the department or area (usually the Area Dean) appointed by the appropriate College President or his/her designee.
  - A Unit Member to serve as a non-voting Equal Employment Opportunity (EEO) Representative certified by the EEO Officer as having been trained in EEO matters. The Office of Human Resources will send to all Unit Members a request for an EEO Representative. If after ten (10) working days, no Unit Member is available to serve, an EEO Representative (Unit Member or non-Unit Member) will be appointed by the Office of Human Resources to serve as a non- voting member of the committee.

- The appropriate College Vice President or his/her certificated YCCD employee designee.
- 8.4 Unit Members shall be selected to serve on selection committees by a vote of their respective departmental colleagues.
  - 8.5 Except in extenuating circumstances, no Unit Member will serve who has not completed two (2) years in the District. However, whenever possible, the Unit Member selected shall be a tenured Unit Member.
  - 8.6 Part-time faculty hiring (including summer session) - Unit Members shall participate in the selection of new part-time instructors and counselors in consultation with the appropriate Dean or supervising administrator. It is understood that the Unit Member or alternate for each discipline shall be available to consult with the appropriate Dean or supervising administrator and assist in the selection of new part-time faculty.
  - 8.7 This article applies unless there are no full-time Unit Members in that discipline or in a related discipline.
  - 8.8 This article shall only apply to courses in any discipline that the part-time instructor has not previously taught.
  - 8.9 The department designee shall respond to the request for his/her services within five (5) working days and will schedule time for carrying out these duties.
  - 8.10 If the necessary activities cannot be scheduled within ten (10) working days, or if agreement upon a selection cannot be reached, the appropriate College Vice President, Executive Dean or the proper certificated designee will be informed. Then the final decision shall be made by the appropriate College Vice President or Executive Dean or the proper certificated designee.

## ARTICLE 9.0 – CLASS SIZE

- 9.1 This article applies to all modes of instruction.
- 9.2 The appropriate scheduling Deans or administrators and departmental faculty shall mutually consult upon the appropriate course caps for specific classes, and mode of delivery. After such consultation, the scheduling Deans shall meet and determine District-wide class sizes, taking recommendations and rationale of departmental faculty into consideration.  
  
For classes offered in multiple modalities (for example, face-to-face or television or online), each modality may have a different course cap that is set. A course cap shall not be set without consultation with district-wide departmental faculty.
- 9.3 Definitions
  - 9.3.1 **Course Cap.** The course cap is the maximum class cap that is determined by the appropriate scheduling Deans or administrators responsible for the department after consultation with District-wide departmental faculty.
  - 9.3.2 **Section Cap.** The section cap is the class cap determined by the individual instructors/professors for their respective sections within a course.

- 9.3.2.1 The section cap may be raised above the course cap voluntarily on a semester-by-semester basis by the instructor/professor of the section.
  - 9.3.2.2 The section cap cannot be reduced below the course cap but may be increased on a semester-by-semester basis at Unit Member discretion above the course cap to accommodate ease of student registration.
  - 9.3.3 **Room Cap.** The room cap is the maximum limit of the number of students allowable in a particular room, regardless of the course or section cap. The room cap is an artificial number determined by room size that does not reduce or increase the course cap.
- 9.4 Once a Unit Member's class enrollment reaches fifty (50) or greater as of the census date, at District expense classroom/grading assistance shall be provided at the rate of one (1) hour per week per load unit. Such support shall be in addition to any grader time currently provided. The instructor will be responsible for recruiting the classroom/grading assistant(s).
  - 9.4.1 For every section with sixty (60) students or more enrolled by the census date, a Unit Member shall receive an additional stipend equal to one-quarter (25%) of the amount of compensation for an extra pay class.
  - 9.4.2 For every section with seventy-five (75) or more students enrolled by the census date, a Unit Member shall receive an additional stipend equal to one-half (50%) the amount of compensation for an extra pay class.
- 9.5 Classes with fewer than fifteen (15) students may be canceled at the discretion of the Administration after consultation with the Unit Member, with special consideration given to transfer, degree, and sequence courses.
- 9.6 If a class is canceled due to insufficient enrollment, the Unit Member may be reassigned within the guidelines covered in Article 7.

The District shall attempt not to change any Unit Member's regularly scheduled load once the semester registration cycle has begun, unless agreed to by the Unit Member.

## ARTICLE 10.0 – DISTRIBUTIVE EDUCATION

### 10.1 Philosophy

The purpose of Distributive Education is to increase the opportunity for students to take classes, to utilize District teaching resources efficiently, and to provide for quality teaching throughout the entire District. Distributive Education supplements the existing curriculum and also allows students living outside of the District the opportunity to take YCCD courses.

### 10.2 Definitions

10.2.1 A "Telelecture," as used in this Agreement, shall refer to all educational methods wherein a Unit Member is teaching in a dual modality, face to face and with a communications link between the Unit Member and students at a distance (e.g., broadcast, ITV, point to point). Telelecture interaction is

synchronous (i.e. live, real-time) and may be asynchronous (i.e. bulletin board, email, voice mail) and uses television, compressed video, streaming video, podcasting, computer, other telecommunications technology, or combinations thereof to engage in effective teaching and learning. A telelecture requires Regular Effective Contact between the Unit Member and student as defined by Title 5 Section 5211.

For telelecture courses (as defined in 10.2.1) the Unit Member shall be compensated by regular unit load or by payment on the hourly EP salary schedule plus \$750 as an additional stipend (for a 3-unit course). This amount will be prorated for courses with different load units.

- 10.2.2 “Online” instruction as used in this Agreement, shall refer to all educational methods wherein a Unit Member is teaching only to students at a distance, and where interaction (either synchronous or asynchronous) is through the use of a computer and other telecommunications technology, to engage in effective teaching and learning. Online instruction requires Regular Effective Contact between the Unit Member and student as defined by Title 5 Section 5211.

For online courses (as defined in 10.2.2) the Unit Member shall be compensated by regular unit load or by payment on the hourly EP salary schedule plus \$750 as an additional stipend for the first time an individual offers a new course online.

- 10.2.3 “Telepackage,” as used in this Agreement, shall refer to all educational methods wherein a Unit Member uses a commercially produced package of course materials with a specific set of objectives related to a particular course. The Unit Member teaches only to students at a distance and where interaction (asynchronous) is through the use of a computer and other telecommunications technology to engage in teaching and learning. Telepackages are licensed or leased through consortia, and may contain additional costs and student fees. Telepackages require Regular Effective Contact between the Unit Member and student as defined by Title 5 Section 5211.

In a telepackage course (as defined in 10.2.3) the Unit Member shall be paid only a stipend based upon the number of students enrolled in the course. Only one of the following shall apply, and the amount will be prorated for courses with different load units.

- 3 unit telepackage up to 60 students \$1,275
- 3 unit telepackage 61 students and above \$1,700

### 10.3 Policies

- 10.3.1 Established curriculum development procedures for new courses shall be used to insure full District-wide departmental faculty involvement in the development and quality of distributive education.
- 10.3.2 Selection of distributive education instructors through the same procedures shall be used to determine all instructional assignments.



- 10.3.3 Not all courses are appropriate for distributive education delivery. Each course must be developed and reviewed through the current course approval process by the District-wide departmental faculty in consultation with the District-wide departmental Dean. Quality of instruction should be the major determinant to offer a distributive education course, and quality of education must be maintained regardless of the method of delivery.
- 10.3.4 It is the intent of the District to provide quality Distributive Education for use within the District. The materials created by Unit Members for Distributive Education courses shall be treated in exactly the same fashion as materials by Unit Members for traditional courses. Thus, the District does not intend to pursue the production of Distributive Education courses for sale to other educational or outside entities.
- 10.3.5 The course cap for any Distributive Education course shall be set in accordance with Article 9.
- 10.4 Teaching Assignment
  - 10.4.1 In general a Unit Member who does not wish to teach in the distributive education mode will not be required to accept such assignment.
  - 10.4.2 Unit Members shall have first priority for developing and teaching any Distributive Education course. This applies to courses taught as part of contract load or EP.
  - 10.4.3 No more than 60% of a Unit Member's contract load in any one semester will be fully online. In the event of an emergency declaration by state or local authorities, a Unit Member may teach 100% of their contract load fully online.
- 10.5 Rights to Ownership of Distributive Education Materials Produced at the District.

The course materials produced for Distributive Education are jointly owned by the Unit Member and the District. The District's ownership is limited to the generated course materials produced for Distributive Education. Once Distributive Education materials are used for a class, the District does not have the right to offer for credit or use the produced course or the materials without the consent of the Unit Member. The Unit Member shall become the sole owner by reimbursing the District for the actual production costs of the generated course based on rates established prior to the production. A Unit Member's salary is not a cost of production as it relates to the Unit Member's ownership.
- 10.6 Rights to Ownership of Distributive Education Courses.
  - 10.6.1 Telelecture - A telelecture is intended to be a one-semester event. The videotapes of the telelecture shall not be used by the District without written consent of the Unit Member after the course terminates.
  - 10.6.2 Faculty Produced Telepackage - The videotapes of the lecture portion of the telepackage shall not be used by the District as stated in 10.5.
  - 10.6.3 Online Courses – Online course content developed by the Unit Member shall not be used by the District as stated in 10.5.

## **ARTICLE 11.0 – WORK YEAR/RESPONSIBLE DAYS**

- 11.1 For all Unit Members employed in the second year and beyond, the work year on which salary is based shall be 176 days. The 176 days shall consist of one mandatory meeting day and 175 days of instruction, academic duties, “flex obligation,” and the mandatory graduation ceremony.
  - 11.1.1 The first day will be the mandatory meeting day as scheduled by the District, known as Convocation.
  - 11.1.2 The District will schedule a non-mandatory day for full-time Unit Members to engage in collegial consultation with part-time faculty and for other curricular duties in order to strengthen the curriculum and instructional integrity of the District.
  - 11.1.3 For all newly hired Unit Members, the work year on which salary is based shall be 178 days, which shall include two (2) days of orientation scheduled immediately prior to the beginning of their first semester.
- 11.2 The District and the Association shall mutually agree upon development of and any modifications to the Academic Calendar.
- 11.3 The work year for Coordinator/Instructor Psych Tech Program, Counselors, Coordinator/Academic Skills, Coordinator of Learning Resources, Learning Disabilities Specialist, and the Radiologic Program Coordinator shall consist of 202 days and may occur anytime from July 1 through June 30.
- 11.4 The work year for Librarians shall consist of 197 days and may occur anytime from July 1 to June 30.
- 11.5 Each Unit Member will be guaranteed a minimum of 30 consecutive calendar days of unassigned time between June 1 and August 1, unless otherwise agreed to by the Unit Member.

The work schedule (teaching, counseling, or librarian duties) shall be developed by the appropriate Dean or supervising administrator prior to April 1 of each year; but after consultation with the affected Unit Member may be modified before May 15 of each year. Changes subsequent to May 15 of each year shall be with the consent of the Unit Member.

## **ARTICLE 12.0 – SCHEDULE DEVELOPMENT**

- 12.1 Unit Members shall be entitled to continue with teaching, counseling, and librarian duties to the extent that the program continues to have such needs. That is to say that the Unit Member shall have first right of refusal with respect to continued teaching, counseling, and librarian duties that they have performed historically, provided such duties remain a part of the program requirements. It is the scheduling Dean’s responsibility to complete the schedule, in consultation with Unit Member(s), based on the need of the specific program.
  - 12.1.1 First right of refusal is defined as the right to continue to counsel or to teach a class that one is teaching.

- 12.1.2 Unit Members shall retain first right of refusal to all EP, intersession, and/or summer assignments.
- 12.2 While recommendations of all personnel will be seriously considered, it is the responsibility of the supervising Dean or administrator to make the decisions for a schedule.
- 12.3 In the event of impasse of opinion, the Unit Member may request a conference be held with the Dean and appropriate College Vice President, or Yuba Community College President in the case of the Sutter County Campus, and Woodland Community College President in the case of the Lake County Campus. The appropriate College Vice President, or Yuba Community College President in the case of the Sutter County Campus, and Woodland Community College President in the case of the Lake County Campus, will render a decision. Consultation shall not override a Unit Member's first right of refusal.

## **ARTICLE 13.0 – EXTRA-PAY, INTERSESSION, AND SUMMER TEACHING, COUNSELING, AND LIBRARIAN ASSIGNMENTS**

Fifteen (15) load units (or equivalent) a semester represents at a minimum the 40- hour work week as stated in Article 7.1. However, the Association recognizes that it may be necessary and prudent for Unit Members to teach or perform EP assignments to meet the needs of their programs as well as to meet the needs of the District.

- 13.1 Unit Members have first rights of refusal to continue teaching courses or performing assignments they have taught or performed in the past (refer to Articles 12.1 and 12.2).
- 13.2 Prior to being provided EP assignments, Unit Members must have a full regular load, as stated in Article 7.1. Unit members will make the determination as to which units are considered load and EP.
- 13.3 Extra-pay Load Limits
- 13.3.1 In an academic year, in consultation with the appropriate administrator, Unit Members may teach no more than eighteen (18) EP load units during any year of this contract, and no more than nine (9) EP load units in any one semester, exclusive of intersession and summer session. Subject to mutual consent between the District and the Association, the appropriate College President may authorize excess of this limit in extenuating circumstances.
- 13.3.2 Unit Members in the Reduced Workload Program (Article 16.1.7) shall be subject to the load requirements and limitations set forth in the Education Code and any other applicable law.
- 13.4 Unit Members retain first rights of refusal to all EP, intersession, and/or summer session assignments.

First right of refusal is defined as the right to continue to counsel or to teach a class that one is teaching.

- 13.5 First right of refusal for filling an EP, intersession, and/or summer session assignment shall be given to a Unit Member.
- 13.6 The Unit Member shall retain first rights of refusal as long as he/she continues to teach the class or counsel except as noted in Articles 13.7 and 13.8.
- 13.7 In order to allow for flexibility both for the Unit Member and for the benefit of the program, Unit Members with first right of refusal status may mutually agree with the assigning Dean to not teach or to substitute other assignment(s) for those normally worked for a one-semester period without losing first right of refusal status for the vacated continuing assignment(s). In such cases, the Unit Member taking the continuing assignment(s) will not gain first right of refusal for such assignment(s) and shall be informed of this at the time of employment.
- 13.8 The Unit Member with first right of refusal status and the assigning Dean (with the approval of the appropriate College Vice President or Clear Lake Executive Dean) may mutually agree that the Unit Member may, for one semester, not take the assignment(s) and still retain his/her first right of refusal status. The Unit Member hired to teach such course(s) shall be informed at the time of employment that he/she will not gain first right of refusal status for the assignment.
- 13.9 A Unit Member will not lose first-consideration rights to a course under any one of the following conditions:
  - 13.9.1 A course which the Unit Member has developed but was not able to teach at the first two offerings, or
  - 13.9.2 While on sabbatical or other approved leave, or
  - 13.9.3 Where core rotation does not allow a Unit Member to continually teach the course, or
  - 13.9.4 When one Unit Member voluntarily relinquishes a class to another Unit Member who needs the class for load.
- 13.10 Non-instructional EP assignments shall be paid at the Lab rate of the Exhibit B2 schedule for each clock hour of EP non-teaching duties.

## **ARTICLE 14.0 – COMPENSATION**

- 14.1 Step Advancement
  - 14.1.1 Unit Members who begin full-time employment with the District beginning in a fall semester will be eligible for a step increase each subsequent July 1 provided they have not already reached Step 19, and further provided they have served the District two (2) semesters since receiving a step increase.
  - 14.1.2 Unit Members who begin full-time employment with the District beginning in a spring semester will be eligible for a step increase each subsequent January.
  - 14.1.3 Unit Members who begin full-time employment during a period between regular semesters will have a step anniversary as if they were hired for the immediately following regular semester.
- 14.2 Longevity Steps and Doctoral Stipends

14.2.1 At any time during this contract, a “standard step” shall be defined as one-tenth of the difference between Step 1, Class VI, and Step 11, Class VI, on the salary schedule B.1 in effect at the time.

14.2.2 A longevity step shall be equal to 100% of a standard step.

- a. The first longevity step shall be granted to a Unit Member after completion of 3 (three) years of service placed at Step 19.
- b. The second longevity step shall be granted to a Unit Member after completion of 3 (three) years of service after receiving the first longevity step.
- c. The third longevity step shall be granted to a Unit Member after completion of 4 (four) years of service after receiving the second longevity step.
- d. The fourth longevity step shall be granted to a unit member after completion of 4 (four) years of service after receiving the third longevity step.

14.2.3 The doctoral stipend shall be equal to 150% of a standard step.

#### 14.3 2019-2020 Fiscal Year Compensation

Effective July 1, 2019, each cell of the full-time salary schedule (Exhibit B.1), EP salary schedule (Exhibit B.2), and the summer and intersession salary schedule (Exhibit B.3) shall be increased by an amount equal to 100% of the state-funded COLA as provided for in the adopted state budget.

#### 14.4 2020-2021 Fiscal Year Compensation

Effective July 1, 2020, each cell of the full-time salary schedule (Exhibit B.1), EP salary schedule (Exhibit B.2), and the summer and intersession salary schedule (Exhibit B.3) shall be increased by an amount equal to 100% of the state-funded COLA actually received by the District.

#### 14.5 2021-2022 Fiscal Year Compensation

Effective July 1, 2021, each cell of the full-time salary schedule (Exhibit B.1), EP salary schedule (Exhibit B.2), and the summer and intersession salary schedule (Exhibit B.3) shall be increased by an amount equal to 100% of the state-funded COLA actually received by the District.

## **ARTICLE 15.0 – ASSIGNMENTS WITH STIPENDS**

15.1 A full-time Unit Member hired after July 1, 1994, with a full or partial coaching assignment who remains in full-time employment with the District for fifteen (15) consecutive years shall be granted a full load and contract (100%) if he/she requests and is granted release from the coaching assignment.

15.2 A full-time Unit Member who is requested by the District to relinquish a coaching assignment shall be granted a full load and contract (100%).

- 15.3 Athletic assignments with stipends are those listed below. The District may assign Unit Members up to 50 percent of a full-time load in the assignments listed below. Such positions shall be posted before they are open to others outside the unit. The positions shall be awarded to the most qualified candidates. These positions have load units and compensation in accordance with the following schedule and shall be adjusted each year in the same manner as the full-time salary schedule.

SPORT	HEAD COACH		ASSISTANT COACH
	Stipend	Load	Stipend
Football	\$7,513	7.5	\$5,049
Basketball (M&W)	\$7,513	7.5	\$5,049
Volley Ball	\$7,513	7.5	\$5,049
Softball	\$7,513	7.5	\$5,049
Baseball	\$7,513	7.5	\$5,049
Soccer (M&W)	\$7,513	7.5	\$5,049
Track & Field	\$7,513	7.5	\$5,049

- 15.4 In the spring semester the Head Football Coach shall receive 2.2 load units for recruiting purposes.
- 15.5 Supplemental contracts shall continue from year to year for as long as the Unit Member is recommended for rehire.
- 15.6 Any vacancies in the positions listed above shall be filled voluntarily.
- 15.7 Performing Arts Stipends are those listed below. These positions have compensation in accordance with the following schedule and shall be adjusted each year in the same manner as the full-time salary schedule.

PERFORMING ARTS STIPENDS	STIPEND
Theater Arts Director	\$7,513
Music/Vocal Director	\$3,758
Music/Instrumental Director	\$3,758

## ARTICLE 16.0 – BENEFITS

### Benefits for Fiscal Years Beginning 2019-2020

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

- 16.1 Life Insurance – The District shall provide all Unit Members with fully paid life insurance policies, one policy to be the existing Standard Life decreasing term policy and the other policy to be the existing Prudential \$50,000 constant face value policy.
- 16.2 Dental Insurance – The District shall provide all Unit Members and their eligible dependents with a fully paid dental plan providing \$2,250 annual coverage for each Unit Member and eligible dependents. The carrier of the plan shall be Delta Dental, and the specific coverage shall be Plan D-4.
- 16.3 Vision Insurance – The District shall provide all Unit Members and their eligible dependents with a fully paid vision care plan. The carrier of the plan shall be Vision Service Plan, and the specific coverage shall be Plan C.
- 16.4 Health Benefits
  - 16.4.1 For Unit Members hired before July 1, 2002 – The District shall provide all such Unit Members and their eligible dependents with fully paid premiums to a maximum of \$1,225 per month for a health insurance plan minimally containing all the benefits found in the TCSIG Plan Premier Plus and an annual routine physical examination benefit for the Unit Member and spouse. The District and the Unit Member will share equally the cost of the premium in excess of \$1,225 per month. The Unit Member shall have the option to purchase other available plans at a cost equal to the premium difference between the base Premier Plus Plan and the plan selected, if any.
  - 16.4.2 For Unit Members hired on or after July 1, 2002 – The District shall provide all such Unit Members and their eligible dependents with fully paid premiums to a maximum of \$1,225 per month for a health insurance plan minimally containing all the benefits found in the TCSIG Plan Premier and an annual routine physical examination benefit for the Unit Member and spouse. The District and the Unit Member will share equally the cost of the premium in excess of \$1,225 per month. The Unit Member shall have the option to purchase other available plans at a cost equal to the premium difference between the base Premier Plan and the plan selected, if any.
  - 16.4.3 The District will implement a Flexible Benefits Option for all Unit Members. This option will allow Unit Members to select from all of the available TCSIG plans, including all “High Deductible” plans that qualify for Health Savings Accounts.
  - 16.4.4 The District will provide to each Unit Member a return of 75% of the savings from the difference in premiums if the Unit Member voluntarily opts into a lower plan than what the Unit Member qualifies for as outlined in 16.4.1 and 16.4.2. The premium savings will only be provided to the Unit Member via a District sponsored 403 (b) plan or qualified Health Savings Account.
  - 16.4.5 Options for dispersal are as outlined in Exhibit C. The options include voluntarily opting from one of the TCSIG regular plans identified as Premier Plus, Premier, Standard, and Basic to a lower regular plan OR voluntarily opting from one of the regular plans to a High Deductible Plan eligible for a Health Savings Account.

- 16.4.5.1 In the event that a Unit Member opts from the regular plan for which the Unit Member is qualified into a lower regular plan, the Unit Member will receive 75% of the savings from the premium placed into a District sponsored 403 (b) plan.
- 16.4.5.2 In the event that a Unit Member opts from the regular plan for which the Unit Member is qualified into a High Deductible Plan, the Unit Member will receive 75% of the savings from the premium placed into a District sponsored Health Savings Account up to the maximum allowable contribution. Any remaining premium savings will then be placed into a District sponsored 403 (b) plan.
- 16.4.6 The District will utilize the Health Savings Account vendor provided through TCSIG, and Unit Members must meet all legal mandates for qualification to participate in a Health Savings Account.
- 16.5 Should a married Unit Member die prior to retirement, the District shall continue the benefit programs for a period of six (6) months, after which time the surviving spouse may continue the benefit programs at their own expense.
- 16.6 Retirement - Definition: Retirement is the act of terminating full-time employment with the District after meeting the eligibility and notification requirements stated in Article 16.6.1, combined with one of the following:
  - Accepting service retirement with the State Teachers' Retirement System (CalSTRS), or
  - Accepting disability retirement benefits with CalSTRS, or
  - Delaying the service retirement benefit from CalSTRS with the intent of receiving CalSTRS retirement benefits as provided in Education Code Section 24204 at some future date.
- 16.6.1 Eligibility
  - 16.6.1.1 The Unit Member must be a current member of the Association, have completed the required number of uninterrupted years of full-time service with the District as an academic employee and have attained the age of fifty-five (55) years on the effective date of retirement/separation from the District. Sabbatical and other approved leaves of absence shall not constitute a break in service period.
  - 16.6.1.2 Unless a shorter notification period is mutually agreed upon between the Association and the District, notice to the District of intent to retire must be submitted to the District no later than September 1 for retirement after the spring semester of the next calendar year; not later than March 1 of one calendar year for retirement after the fall semester of the that same calendar year. Unit Members will receive \$500 payable on the full-time salary schedule for submitting notification on or prior to the above dates.



16.6.2 Health and Welfare Benefits upon Retirement for all Unit Members hired prior to April 1, 1986

16.6.2.1 Upon retirement, eligible (see Article 16.6.1) Unit Members with at least ten (10) years of uninterrupted full-time service shall continue to receive fully paid District contributions for both the Unit Member and dependent family members in TCSIG Plan Premier Plus and fully paid District contributions in the same dental and vision plans provided to all active Unit Members. The retired Unit Members shall be provided with fully paid life insurance policies from the same providers or similarly matched plans through other providers.

16.6.2.2 Upon reaching the qualified Medicare age for both the retiree and any covered dependents, the retiree must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan with fully paid District contributions. However, any eligible Unit Member or dependent who cannot qualify for Medicare Plans A and B shall continue to receive the TCSIG plan provided for in 16.6.2.1.

16.6.2.3 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.

16.6.3 Health and Welfare Benefits upon Retirement for those hired after April 1, 1986, but before July 1, 2002

16.6.3.1 Upon retirement, eligible (see Article 16.6.1) Unit Members may choose one of the following two options:

(A) Those with at least ten (10) years of uninterrupted full-time service shall be eligible to receive a continuing District contribution of 1/3 of the premium for TCSIG Plan Premier Plus and 1/3 of the premium for the same dental and vision plans provided to all active Unit Members for both the retiring Unit Member and his/her dependent family members. The retired Unit Members shall be provided with 1/3 paid life insurance policies from the same providers or similarly matched plans through other providers.

OR

(B) Those with at least twenty (20) years of uninterrupted full-time service shall be eligible to receive a continuing District contribution of 100% of the premium for TCSIG Plan Premier Plus and 100% of the premium in the same dental and vision plans provided to all active Unit Members for themselves only. The retired Unit Members shall be provided with fully paid life insurance policies from the same providers or similarly matched plans through other providers.

Qualified dependents may participate in the plan at the expense of the dependent(s).

- 16.6.3.2 Upon reaching the qualified Medicare age for both the retiree and any covered dependents, the retirees must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan. However, any eligible Unit Member or dependent who cannot qualify for Medicare Plans A and B shall continue to be provided with the TCSIG Premier Plus Plan paid for by the District as described in 16.6.3.1A or B.
- 16.6.3.3 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.
- 16.6.4 Health and Welfare Benefits upon Retirement for those hired on or after July 1, 2002, but before July 1, 2009
- 16.6.4.1 Upon retirement, eligible (see Article 16.6.1) Unit Members with at least twenty (20) years of uninterrupted full-time service shall receive a continuing District contribution of 100% of the premium for TCSIG Premier Plan for themselves only.
- Qualified dependents may participate in the plan at the expense of the dependent(s).
- 16.6.4.2 Upon reaching the qualified Medicare age for both the retiree and any qualified dependents, the retirees must participate in Medicare Plans A and B. However, any eligible Unit Member who cannot qualify for Medicare Plans A and B shall continue to be provided with the TCSIG Premier Plan paid for by the District.
- 16.6.4.3 Retirees and their qualified dependents may participate in District-sponsored dental and/or vision plans at their own expense.
- 16.6.4.4 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.
- 16.6.5 Health and Welfare Benefits upon Retirement for those hired on or after July 1, 2009
- 16.6.5.1 Upon retirement, eligible (see Article 16.6.1) Unit Members with at least twenty (20) years of uninterrupted full-time service shall receive a continuing District contribution of 100% of the premium for TCSIG Premier Plan for themselves only.
- Qualified dependents may participate in the plan at the expense of the dependent(s).
- 16.6.5.2 Upon reaching the qualified Medicare age for both the retiree and any qualified dependents, the retirees must participate in Medicare Plans A and B. However, any eligible Unit Member who cannot qualify for Medicare Plans A and B may continue with the TCSIG Premier Plan paid at the expense of the Unit Member.
- 16.6.5.3 Retirees and their eligible dependents may participate in District-sponsored dental and/or vision plans at their own expense.

16.6.5.4 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.

- 16.7 Reduced Workload Program - Unit Members may participate in the Reduced Workload Program as set forth in this Article.

The Reduced Workload Program allows a full-time faculty member of CalSTRS to reduce his/her workload from full-time to part-time duties and receive the service credit the Unit Member would have received if the Unit Member were employed on a full-time basis and have his/her retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. It is the intent of the parties that this program be carried out in compliance with the Education Code and any other applicable law.

- 16.8 Unit Members will receive free parking at all District offices, campuses, centers, and sites.

## **ARTICLE 17.0 – GRIEVANCE PROCEDURE**

- 17.1 Purpose

The purpose of this procedure is to provide a prompt and orderly means of resolving grievances at the lowest administrative level.

- 17.2 Definitions

17.2.1 A “grievance” is an allegation by a grievant that there has been misinterpretation, misapplication, or a violation of this Agreement or that the terms and conditions of grievant’s employment have been adversely affected by District action (or inaction) taken in violation of this Agreement.

17.2.2 A “grievant” may be the Association or a Unit Member or group of Unit Members affected by the alleged violation of this Agreement.

17.2.3 A “day” is a day in which the central administrative office of the District is open for business, with the exception of the winter (from the last day of the fall semester to the first day of the spring semester) and spring recesses as referred to in Article 17.4.1.

17.2.4 For purposes of this procedure, the terms “Academic Administrator” (e.g. Dean or Director), “College Vice President” and “College President” also mean their respective designees.

- 17.3 General Provisions

17.3.1 It is important that grievances be processed as timely as possible. Therefore, the number of days indicated at each level should be considered as maximums, and every effort should be made to expedite the process. The times specified, however, may be extended by mutual written consent.

17.3.2 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 last decision rendered.

- 17.3.3 A grievant may represent himself/herself or choose to have representation. If the grievant chooses not to be represented by the Association, the Association shall be informed of the decision and have the right to present in writing its views on the grievance at all levels of the procedure.
- 17.3.4 Any record(s) pertaining to a formal level grievance shall be kept in a file separate from grievant's official District personnel file.
- 17.3.5 Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.
- 17.3.6 The District's written responses at Level I and Level II shall state the rationale of the decision with factual and contractual specificity.
- 17.3.7 If the appropriate District representative does not respond within the designated time limit, the requested remedy shall be assumed to be denied and the grievant may appeal the grievance to the next level of the process.
- 17.4 Informal Level – Within thirty (30) days after the grievant knew or could reasonably be expected to have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the immediate Academic Administrator to attempt to resolve the alleged grievance.

At the discretion of the Association Grievance Officer or his/her designee, in the event a grievable situation occurs within the last thirty (30) days of a semester, the timeline for pursuing the grievance at the informal level shall be extended to include the first fifteen (15) days of the following semester. For example, if a grievable situation occurs within the last thirty (30) days of the spring semester, the grievant shall have the first fifteen (15) days of the fall semester in which to pursue the grievance at the informal level.

## 17.5 Formal Levels

### 17.5.1 Level 1 – Academic Administrator

17.5.1.1 If the grievance is not resolved at the informal level, the grievant shall within ten (10) days, submit a formal, written grievance to the Academic Administrator.

17.5.1.2 The written Level 1 grievance statement shall include:

17.5.1.2.1 A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

17.5.1.2.2 A listing of the Article or Section of the Agreement alleged to have been violated or misapplied;

17.5.1.2.3 A written statement describing how the Article or Section of the Agreement alleged to have been violated or misapplied was allegedly violated or misapplied;

17.5.1.2.4 Statement of the nature and degree of adverse effects;

- 17.5.1.2.5 A written statement of the reasons why the informal level resolution is unacceptable to the grievant; and
- 17.5.1.2.6 A listing of the specific remedies requested by the grievant;
- 17.5.1.3 The Academic Administrator shall have ten (10) days after receiving the grievance to render a written decision to the grievant pursuant to Article 17.3.7. If the Academic Administrator does not render a decision within the ten (10) day limit, or if the grievant is not satisfied with the decision, an appeal to Level 2 may be filed by the grievant within ten (10) days of the decision or within ten (10) days when no decision was rendered within the ten (10) day time limit.
- 17.5.2 Level 2 – College Vice President and/or College President
  - 17.5.2.1 The appeal shall include a copy of the original grievance, the decision rendered at Level 1, if any, and the reasons for the appeal.
  - 17.5.2.2 The appropriate College Vice President and/or College President shall have fifteen (15) days after receiving the appeal to render a written decision to the grievant pursuant to Article 17.3.6.
 

If the Vice President and/or President does not render a decision within the fifteen (15) day limit, or if the grievant is not satisfied with the decision, the Association shall do one of the following within fifteen (15) days of the decision or within fifteen (15) days when no decision was rendered within the fifteen (15) day time limit:

    - 17.5.2.2.1 request Level 3 Mediation; or
    - 17.5.2.2.2 appeal to Level 4 Binding Arbitration.
- 17.5.3 Level 3 – Mediation. If the District does not agree to the Association’s request for mediation, the matter shall proceed to Level 4 Arbitration. If the parties agree to mediation:
  - 17.5.3.1 Within fifteen (15) days after the Association has submitted the grievance to mediation, the Association and the District shall attempt to agree upon a mediator. If they are unable to agree upon a mediator, the District shall request a list of mediators from the State Conciliation and Mediation Service and/or the American Arbitration Association. Both the Association and the District (Office of Human Resources) shall be responsible for communicating and scheduling the mediation within 10 days of selection of the mediator. Mediation shall be conducted within thirty (30) days or as soon thereafter as all parties’ schedules permit.
  - 17.5.3.2 The purpose of the mediation is to attempt to resolve the grievance in its entirety pursuant to the agreement of the Association and the District. If the mediation does not successfully resolve the dispute, the Association may, within ten (10) days of the termination of

mediation, as determined by the mediator, submit the matter to Level 4 Binding Arbitration.

- 17.5.3.3 Notwithstanding any provision of this Article 17, the parties may at any time in the process mutually agree to mediation. If the parties mutually agree to mediation, the timelines of this Article shall be placed on hold until the conclusion of mediation.

17.5.4 Level 4 – Binding Arbitration.

- 17.5.4.1 If the matter is submitted to arbitration, the District and the Association shall, within fifteen (15) days, attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within this time period, the District shall request a list of arbitrators from the State Conciliation and Mediation Service and/or American Arbitration Association. If the Association and the District are unable to agree upon an arbitrator from a list, they will either agree to request another list, or they will strike names from that list until only one name remains. That person will be the arbitrator. The order of striking names shall be determined by lot.

- 17.5.4.2 The arbitration shall be commenced within thirty (30) days of the selection of the arbitrator, or as soon thereafter as schedules permit. Both the Association and the District (Office of Human Resources) shall be responsible for communicating and scheduling the arbitration within 10 days of selection of the arbitrator.

- 17.5.4.3 The arbitrator shall have no power to alter, amend, add to, subtract from, or disregard any of the terms of this Agreement, but shall determine only if there has been a violation of a provision(s) of this Agreement in the respect alleged in the grievance. The arbitrator will be without power or authority to make any decision which required the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

- 17.5.4.4 As soon as possible after the matter is submitted to the arbitrator, the arbitrator shall submit in writing to the District and the Association President and Vice Presidents a final and binding decision. The parties shall, thereafter, conform their conduct and shall satisfy or apply all obligations imposed by virtue of the arbitrator's decision. The arbitrator's decision shall be enforced pursuant to the provisions of the Code of Civil Procedures Sections 1285 et seq.

17.6 Miscellaneous Provisions

- 17.6.1 If the grievance is not settled at Levels 1 or 2, only the Association may determine to submit the matter to mediation and to arbitration.
- 17.6.2 The Association and the District shall each bear their own costs associated with any step in the grievance procedure, including mediation and arbitration. Any mutually incurred costs associated with mediation and arbitration,

including fees of the mediator and arbitrator, and including any costs for a court reporter and transcript for arbitration, shall be shared by the Association and the District equally.

17.6.3 The Office of Human Resources shall document the outcome of each grievance and shall ensure consistency in the application of the contract across the District.

17.6.4 The Office of Human Resources shall serve as a technical assistance provider in the administration of the grievance process, including but not limited to monitoring timelines, coordinating communications and schedules with the Association on mediation and arbitration.

## **ARTICLE 18.0 – SAFETY**

18.1 Unit Member safety is a primary concern of the District and Association and is of the highest priority to both parties.

18.2 The District agrees to comply with standards prescribed by applicable federal, state, and local laws and regulations affecting Unit Member safety in providing and maintaining safe working conditions and equipment.

18.3 A Unit Member who notices any unsafe condition(s) shall remedy and/or report the condition immediately to the immediate supervisor; the Chief Human Resources Officer or the District Director of Maintenance and Operations. The District will take steps to rectify the condition(s) in a timely manner, based on the nature and urgency of the situation.

18.4 Each Unit Member shall adhere to the District's Safety Rules and Policies for the well-being of the students and Unit Members of the District.

18.5 If a Unit Member experiences a threatening situation causing the Unit Member to fear for his/her personal safety and/or the safety of the students, the Unit Member shall report the situation to the College Police Department and direct supervisor. In the event of the absence of a College Police Officer, the Unit Member shall report the situation and circumstances to the direct supervisor. The District will take appropriate action in a timely manner based on the nature and urgency of the situation to ensure the Unit Member's and/or students' safety.

## **ARTICLE 19.0 – EFFECT OF AGREEMENT**

19.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

19.2 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The parties shall abide by all laws, rules, and regulations which would apply to their relationship which are not otherwise modified herein by this Agreement.

## **ARTICLE 20.0 – SEVERABILITY AND SAVINGS**

- 20.1 If any provisions of this Agreement or any application of this Agreement to any Unit Member or group of Unit Members is held invalid by operation of law or by a court, subject to appeal, or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 20.2 The parties shall meet not later than thirty (30) days following such invalidation to renegotiate the provision(s) affected.

## **ARTICLE 21.0 – PAST PRACTICES**

Neither the Association nor the District shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, neither the Association nor the District shall be bound by any past practices, as defined by PERB and the EERA, prior to July 1, 2010, of the District or by understandings with any Unit Member or organization unless such past practices or understandings are specifically stated in this Agreement. This article shall not preclude the consideration of the past conduct of the parties to aid the interpretation of this Agreement where such would be of assistance to the determination of the intent of the parties with respect to a particular provision of this Agreement.

## **ARTICLE 22.0 – MAINTENANCE OF OPERATIONS**

- 22.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 22.2 During the term of this Agreement, the Association agrees that neither the Association, nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of its Unit Members take part in, at the request of the Association, a strike, a sick out, or a slowdown, against the District, or in the concerted failure to report for duty, or willful absence from his/her duties of employment. Section 22.2 shall terminate on June 30, 2016, unless extended by mutual agreement.
- 22.3 The District agrees that it shall not cause Unit Members to be locked out during the time of this Agreement.
- 22.4 Nothing contained in the Agreement shall be construed to restrict or limit the District in its right to:
  - 22.4.1 Seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article;
  - 22.4.2 To take such action as it deems necessary to discipline and/or discharge any Member for violation of this Article.
- 22.5 The District shall not provide any Unit Member wages or benefits whatsoever, including, but not limited to, life insurance, health insurance, vacations, wages, or any



other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from his/her duties of employment.

## **ARTICLE 23.0 – DURATION OF AGREEMENT**

This Agreement shall become effective upon ratification by both parties on July 1, 2019, except where stated, and shall continue in full force and effect up to and including June 30, 2022.

## **ARTICLE 24.0 – FACULTY SERVICE AREAS**

- 24.1 Any Reduction in Force (RIF) shall be implemented according to provisions in the Education Code regarding Community College Lay-off Procedures.
- 24.2 District Unit Members shall be grouped into one (1) Faculty Service Area (FSA) encompassing all disciplines.
- 24.3 If there is a RIF and a Unit Member “bumps” to an alternative discipline or department, the bumping shall be based on two criteria which must be met in order: seniority within the institution and academic qualifications.
  - 24.3.1 Seniority shall be determined according to the seniority list maintained by the Office of Human Resources and Personnel Services.
  - 24.3.2 Academic qualifications to teach courses within a specific discipline or department shall be met in one of two ways. A Unit Member shall:
    - 24.3.2.1 Either hold a valid credential which authorizes that individual to teach courses in that particular department or discipline as categorized on the Yuba College Disciplines List; or
    - 24.3.2.2 Meet the Yuba College Minimum Qualifications Criteria or Equivalency for teaching courses in that discipline or department.
- 24.4 A RIF shall occur only in accordance with all applicable Education Codes, specifically Sections 87743 et seq.
- 24.5 Prior to implementing a RIF, the District will consider the offer of retraining leave, early retirement incentives, transfers, or other mutually agreeable options as applicable to all affected Unit Members.

## **ARTICLE 25.0 – TRAVEL AND CONFERENCE FUND**

At the beginning of each academic year, the District shall commit \$20,000 to in-service training, for Unit Members at Yuba College and its centers and sites and \$10,000 for Unit Members at Woodland Community College and its centers and sites.

## **ARTICLE 26.0 – COORDINATORS AND SPECIAL PROJECTS**

- 26.1 Coordinator Assignment Definition
  - 26.1.1 Coordinator assignments are full-time faculty assignments in which reassigned load is given to perform a variety of duties related to the oversight

or responsibility over instructional services, student services, or other College or District needs that exceed one semester. A coordinator may coordinate the activities of, but shall not supervise or evaluate other faculty members or classified employees.

- 26.1.2 Coordinator assignments are separate from regular faculty duties as outlined in Article 7 (regular assignment, office hours, and professional responsibilities) and shall not be performed during hours assigned for regular workload (teaching/counseling, office hours, or professional responsibilities).
- 26.1.3 Any changes or additions to Coordinator positions must be mutually agreed upon by the District and the Association.
- 26.1.4 Special projects or assignments to fill coordinator positions that do not exceed one year are excluded from the requirements of this article. (See Article 26.12.)

## 26.2 Establishment of College Coordinator Positions

- 26.2.1 A new College Coordinator position may be requested in writing by an academic administrator (Director or Dean). Requests may be submitted upon the academic administrator's own initiative or at the suggestion of a faculty member or an academic program. The request must be submitted to the College Vice President or designee by February 15 for coordinator positions that begin in the fall semester and by September 15 for coordinator positions that begin in the spring semester. Each request must include a description of the duties and responsibilities of the College Coordinator assignment, an explanation of the need for the College Coordinator assignment, and the amount of reassigned load being requested.
- 26.2.2 Once requested, new College Coordinator positions shall be determined by the following process:
  - 26.2.2.1 All requests for new College Coordinator assignments will be reviewed by a committee composed of an administrator who is familiar with the program for which the request is being made but who is not the program administrator making the request, the College Vice President or designee, and two (2) faculty members. One (1) of the faculty members is appointed by the Academic Senate, and one (1) is appointed by the Association.
  - 26.2.2.2 The College Coordinator Request Committee (as outlined in Article 26.2.2.1) shall develop a fair and equitable process by which to review each request and submit a written recommendation to the appropriate College President by October 15 for coordinator positions beginning spring semester and by March 15 for coordinator positions beginning fall semester.
  - 26.2.2.3 The appropriate College President will make the final determination for the new College Coordinator position, based on the recommendation of the College Coordinator Request Committee. By

October 31 for coordinator positions beginning spring semester and by March 31 for coordinator positions beginning fall semester the appropriate College President shall provide in writing the reasons to support or deny the recommendation.

- 26.2.2.4 The appropriate College President will determine and establish the College Coordinator assignment except in the case of the Flex and Curriculum Committee Coordinators. These assignments shall be established by mutual agreement between the Academic Senate and the Board or Board designee.

### 26.3 Establishment of District Coordinator Positions

- 26.3.1 A new District Coordinator position may be requested in writing by an academic administrator for the following academic year. Requests may be submitted upon the academic administrator's own initiative or at the request of a faculty member. Each request must include a description of the duties and responsibilities of the District Coordinator assignment, an explanation of the need for the District Coordinator assignment, and the amount of reassigned load being requested. The request must be submitted to the Vice-Chancellor of Educational Planning and Services, or designee, on or before September 15.

- 26.3.2 Once requested, new District Coordinator positions shall be determined by the following process:

- 26.3.2.1 All requests for new District Coordinator assignments will be reviewed by a committee composed of two (2) District administrators and three (3) faculty members. One (1) of the faculty members is appointed by the Woodland Community College Academic Senate, one (1) is appointed by the Yuba College Academic Senate, and one (1) is appointed by the Association.

- 26.3.2.2 The District Coordinator Request Committee (as outlined in Article 26.3.2.1) shall develop a fair and equitable process by which to review each request and submit a written recommendation to the Chancellor or his/her designee.

- 26.3.2.3 The Chancellor or his/her designee will make the final determination for the new District Coordinator position, based on the recommendation of the District Coordinator Request Committee. By December 1 the Chancellor shall provide in writing the reasons to support or deny the recommendation.

- 26.3.2.4 The Chancellor or his/her designee will determine and establish the District Coordinator assignment except in the case of the Flex and Curriculum Committee Coordinators. These assignments shall be established by mutual agreement between the Academic Senate and the Board or Board designee.

### 26.4 Coordinator Categories

The following categories shall be used to identify all Coordinator assignments:

- Category 1 Coordinators provide intern or clinical supervision as well as engage in significant interaction with an advisory committee for a particular instructional program. Such a Coordinator is usually a requirement of the program. Coordinators in this category include but are not limited to Psychiatric Technology, Radiologic Technology (including both Program Coordinator and Clinical Coordinator), Veterinary Technology, and Early Childhood Education. Except for Articles 26.1 and 26.2.1 and this definition, Category 1 Coordinators are exempt from the requirements of Article 26.
- Category 2 Coordinators oversee an essential activity integrated with or in direct support of an instructional or non-instructional program. Such Coordinators may include but are not limited to College Success Center, Writing and Language Development Center, Work Experience, Internship, Puente, and English Composition.
- Category 3 Coordinators manage a program or College-wide activity not directly linked with any particular instructional or non-instructional program. Coordinators in this category include but are not limited to the Student Learning Outcomes Coordinator, Flex Coordinator and the Curriculum Committee Co-Chair. The duties and responsibilities for these positions reside exclusively with the Academic Senate and the Board or Board designee.

## 26.5 Reassigned Load Determination

Compensation shall be only in the form of reassigned load to perform Coordinator duties and shall not exceed .40 FTEF. The amount of such reassigned load shall be determined by the appropriate faculty members and administrator (refer to Article 26.2.2.1 or Article 26.3.2.1) when establishing or reviewing the assignment.

Consistent with Article 7.1.6, there shall be a proportional reduction in total workload for both instructional and non-instructional assignments including professional responsibilities, classroom time, preparation time, counseling time, and office hours (e.g. .20 FTEF reassigned load is equivalent to 3 hours lecture, 3 hours prep, 1 office hour, and 1 professional responsibility hour.)

## 26.6 Recruitment and Selection

### 26.6.1 Recruitment

26.6.1.1 Recruitment for Coordinator positions with expiring terms will begin on or before October 1 of each year as appropriate and be concluded prior to December 1. All Coordinators are hired through a process open to the full-time faculty within an instructional or non-instructional program or throughout the District, whichever is appropriate.

26.6.1.2 The District shall post job descriptions on District bulletin boards for ten (10) days as well as notify each Unit Member by District e-mail.

The job description also will outline the application process that will include at a minimum the submission of a letter to the office of Vice-Chancellor of Educational Planning and Services, or designee, indicating the applicant's qualifications relative to the job description. The Vice-Chancellor of Educational Planning and Services, or designee, will forward the letter to the interview committee as defined in Article 26.6.2.

#### 26.6.2 Selection

Selection will be determined by an interview committee consisting of at least one (1) appropriate administrator and at least two (2) faculty appointed by the Academic Senate.

#### 26.7 Length of Service and Identification of Duties

26.7.1 Category 2 and 3 Coordinators may serve a term from one (1) year up to a maximum of three (3) years as defined by the original recommendation and posted in the job announcement. When the term has ended, the position is opened within the area of assignment or throughout the District, whichever is appropriate, so that all interested faculty may apply. The incumbent may reapply for the open position.

26.7.2 The Vice-Chancellor of Education Planning and Services, or designee, will issue a Memorandum of Agreement to the Coordinator outlining the responsibilities of the position as described in the job description, the term of the Coordinator's assignment, and the amount of reassignment.

#### 26.8 Evaluation

26.8.1 Each Coordinator will have an annual evaluation related to his/her Coordinator assignment. This evaluation will be completed by the assigned administrator and will be consistent with the Memorandum of Agreement.

26.8.2 The evaluation will be completed by May 15 of each year. In the event an evaluation is not completed by May 15, the evaluation shall be deemed to have been satisfactory.

26.8.3 The evaluation will strictly be limited to the expectations in the Memorandum of Agreement, addressing how well the Coordinator is meeting his/her duties as prescribed therein. The Coordinator evaluation is separate and distinct from a Unit Member's regular assignment/regular evaluation cycle.

26.8.4 Continued service in the Coordinator role will be based on satisfactory evaluation.

26.8.5 In the event that a Coordinator receives an evaluation rating recommending that the Unit Member not continue in the assignment, a temporary appointment will be made by the appropriate college or district administrator for one (1) academic year so that a full recruitment may be conducted.

26.9 Review. The following process shall be followed for the proposed termination of or changes in reassigned load for a coordinator position:

- 26.9.1 At the request of either the Association or the District, a committee may be assembled to review the on-going need for, the reassigned load for, and/or position duties of an established Coordinator position. The request shall be in writing at least two (2) academic working days in advance of the meeting and shall identify the coordinator position(s) to be reviewed.
- 26.9.2 For a College Coordinator, such review shall be conducted by a committee composed of the administrator who oversees the Coordinator, the appropriate Vice-President, and at least two (2) faculty members. At least one (1) of the faculty members is appointed by the appropriate Academic Senate and at least one is appointed by the Association.
- 26.9.3 For a District Coordinator, such review shall be conducted by a committee composed of the administrator who oversees the Coordinator, the Vice-Chancellor of Educational Planning and Services, or designee, and at least three (3) faculty members. One (1) of the faculty members is appointed by the Woodland Community College Academic Senate, one (1) is appointed by the Yuba College Academic Senate, and at least one (1) is appointed by the Association.
- 26.9.4 Review Process. The review process shall consist of two meetings held at least two (2) academic working days apart:
- a. Information Meeting: The first meeting shall be informational only and shall consist of a discussion of any proposed changes in reassigned time or the termination of any coordinator positions that are to take effect the following academic year.
  - b. Action Meeting: At the second meeting, the Committee may engage in further discussion regarding any proposed changes in reassigned time or positions to be terminated, if needed. The Committee shall then make its recommendation(s).
- The Committee shall submit its written recommendation of any changes to a College Coordinator position to the appropriate College President or its written recommendation of any changes to a District Coordinator position to the Chancellor within 30 days of the initial request.
- 26.9.5 The appropriate College President or the Chancellor will make the final determination for any change in reassigned load and/or the position itself, predicated on the recommendation of the Coordinator Review Committee. Within 30 days, the appropriate College President or Chancellor shall provide in writing the reasons for any changes in an established Coordinator position.
- 26.10 In the event that a Unit Member opts out of a College Coordinator assignment prior to completion of the Memorandum of Agreement or a College Coordinator position is unfilled, a temporary appointment will be made by the appropriate college academic administrator for one (1) academic year so that a full recruitment may be conducted.

Prior to full recruitment, the Coordinator Review Committee (as outlined in 26.9.2) will convene to review the on-going need for, the reassigned load for, and/or position duties of an established College Coordinator position. Any changes should follow the process as outlined in Article 26.9.

- 26.11 In the event that a Unit Member opts out of a District Coordinator assignment prior to completion of the Memorandum of Agreement or a District Coordinator position is unfilled, a temporary appointment will be made by the Chancellor or his/her designee for one (1) academic year so that a full recruitment may be conducted.

Prior to full recruitment, the Coordinator Review Committee (as outlined in 26.9.3) will convene to review the on-going need for, the reassigned load for, and/or position duties of an established District Coordinator position. Any changes should follow the process as outlined in Article 26.9.

26.12 Special Projects

26.12.1 The District or a College may request that a Unit Member fulfill a special project assignment not to exceed one year through an MOU with the Unit Member, which will include the duties of the assignment, the release time and/or compensation, and the duration of the assignment.

26.12.2 The MOU shall be presented to the Unit Member with a copy to the Faculty Association Executive Council for review and feedback. The Unit Member shall have at least 10 working days to consider and review the MOU before signing.

26.12.3 Release time shall not exceed .40 load.

26.12.4 Compensation for a Special Project shall be paid in the form of release time or a stipend set at the Unit Member's EP Lecture rate.

## **ARTICLE 27.0 – TEMPORARY FACULTY**

- 27.1 For the purposes of Article 27, temporary faculty are those faculty that are not contract or regular faculty as defined by the Education Code. Temporary faculty include those faculty members hired as categorical, long-term substitute, short-term temporaries, temporary replacements, demand temporaries, disability leave replacements, sabbatical leave replacements, and load banking leave replacements. However, any faculty member that is entitled to earn tenure (e.g., EOPS and DSPS) shall not be considered a "temporary employee" for purposes of Article 27.

- 27.2 Temporary faculty do not earn time of service credit towards attainment of status of a regular or contract faculty, and do not earn time of service credit towards seniority, except as provided by law. Refer to Education Code §87470.

- 27.3 Temporary faculty members are defined and recognized as being members of the Association, but are specifically excluded from the following articles of this Agreement:

Article 4.2 – Sabbatical Leaves

Article 4.13 – Retraining Leave

Article 4.14 - Load Banking Leave

Article 5 – Transfers

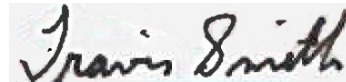
Article 24 – Faculty Service Areas

- 27.4 In the event of the expiration, reduction or elimination of a categorical program, or the expiration, reduction or elimination of a categorical funding source linked to a program, categorically funded temporary faculty may be provided notice and released at the discretion of the District and in a manner consistent with the provisions of the Education Code.

YUBA COMMUNITY COLLEGE  
DISTRICT

FACULTY ASSOCIATION OF YUBA  
COMMUNITY COLLEGE DISTRICT

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09/03/2020

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## **EXHIBIT A – RECOGNITION OF COLLECTIVE BARGAINING UNIT**

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



YUBA COMMUNITY COLLEGE DISTRICT,

Employer,

and

FACULTY ASSOCIATION OF YUBA  
COMMUNITY COLLEGE DISTRICT,

Employee Organization.

Case No. SA-AC-74-E

**AMENDMENT OF CERTIFICATION**

Unit: Certificated

Pursuant to the authority vested in the undersigned by the Public Employment Relations Board, the following amendment to the designation of the exclusive representative is approved:

Previous

Designation: Yuba College Faculty Association

New


Designation: Faculty Association of Yuba Community College District

This certification shall not be considered to be a new certification for the purpose of computing time limits pursuant to PERB Regulation 32754.

Signed at Oakland, California

On September 2, 2016

On behalf of the  
PUBLIC EMPLOYMENT RELATIONS BOARD

  
James Coffey  
Regional Attorney

## PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Alameda, California. I am over the age of 18 years and not a party to the within entitled cause. The name and address of my residence or business is Public Employment Relations Board, 1330 Broadway, Suite 1532, Oakland, CA 94612-2514.

On September 2, 2016, I served the AMDMT OF CERT E regarding Case No. SA-AC-74-E on the parties listed below by

X placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid.

\_\_\_ personal delivery.

\_\_\_ facsimile transmission in accordance with the requirements of PERB Regulations 32090 and 32135(d).

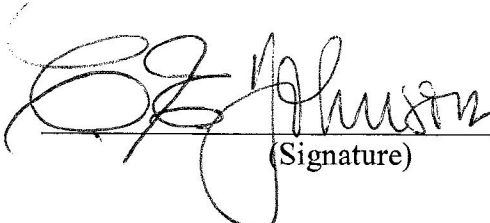
\_\_\_ electronic service (e-mail).

Dr. Robert Mathews, President  
Faculty Association of Yuba Community College District  
2088 N. Beale Road  
Marysville, CA 95901

Dr. Douglas B. Houston, Chancellor  
Yuba Community College District  
2088 N. Beal Rd.  
Marysville, CA 95901

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on September 2, 2016, at Oakland, California.

C.E. Johnson  
(Type or print name)

  
(Signature)

## **EXHIBIT B – SALARY SCHEDULES**

**EXHIBIT B.1 – FULL-TIME FACULTY SALARY SCHEDULES**  
**2019-20 SALARY SCHEDULE**

		CLASS	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS	
	STEP	I	II	III	IV	V	VI	VII	
	1	56,177	58,623	61,069	63,515	65,961	68,407	72,075	
	2	58,623	61,069	63,515	65,961	68,407	70,852	74,521	
	3	61,069	63,515	65,961	68,407	70,852	73,298	76,967	
	4	63,515	65,961	68,407	70,852	73,298	75,744	79,412	
	5	65,961	68,407	70,852	73,298	75,744	78,189	81,858	
	6	68,407	70,852	73,298	75,744	78,189	80,635	84,304	
	7	70,852	73,298	75,744	78,189	80,635	83,081	86,750	
	8	73,298	75,744	78,189	80,635	83,081	85,527	89,195	
	9	75,744	78,189	80,635	83,081	85,527	87,972	91,641	
	10	78,189	80,635	83,081	85,527	87,972	90,418	94,087	
	11	80,635	83,081	85,527	87,972	90,418	92,864	96,532	
	12	83,081	85,527	87,972	90,418	92,864	95,310	98,978	
	13	85,527	87,972	90,418	92,864	95,310	97,755	101,424	
	14		90,418	92,864	95,310	97,755	100,201	103,870	
	15		92,864	95,310	97,755	100,201	102,647	106,315	
	16			97,755	100,201	102,647	105,092	108,761	
	17			100,201	102,647	105,092	107,538	111,207	
	18			102,647	105,092	107,538	109,984	113,653	
	19				107,538	109,984	112,430	116,098	
14.2.2	22				109,984	112,430	114,875	118,544	
14.2.2	25				112,430	114,875	117,321	120,990	
14.2.2	29				114,875	117,321	119,767	123,435	
14.2.2	33				117,321	119,767	122,213	125,881	
		<b>Class I</b>	Less than BA + 30 units						
		<b>Class II</b>	BA + 30 units or a MA						
		<b>Class III</b>	BA + 45 units or a MA + 15 units						
		<b>Class IV</b>	BA + 60 units or a MA + 30 units						
		<b>Class V</b>	BA + 75 units or a MA + 45 units						
		<b>Class VI</b>	BA + 90 units or a MA + 60 units						
		<b>Class VII</b>	Doctorate						
The full-time schedule applies to all regular, probationary, and temporary faculty. Salaries are stated as annual amounts.									
Effective: 7/1/19									
COLA: 3.26%									

## EXHIBIT B.2 – EXTRA-PAY SALARY SCHEDULES

### 2019-20 EXTRA-PAY SALARY SCHEDULE

	CLASS I		CLASS II		CLASS III		CLASS IV		CLASS V		CLASS VI		CLASS VII	
	LESS THAN		BA + 30/		BA + 45/		BA + 60/		BA + 75/		BA + 90/		Doctorate	
	BA + 30		MA		MA + 15		MA + 30		MA + 45		MA + 60			
STEP	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB
1	52.02	44.21	54.28	46.14	56.55	48.06	58.81	49.99	61.07	51.91	63.34	53.84	66.74	56.73
2	54.28	46.14	56.55	48.06	58.81	49.99	61.07	51.91	63.34	53.84	65.60	55.76	69.00	58.65
3	56.55	48.06	58.81	49.99	61.07	51.91	63.34	53.84	65.60	55.76	67.87	57.69	71.27	60.58
4	58.81	49.99	61.07	51.91	63.34	53.84	65.60	55.76	67.87	57.69	70.13	59.61	73.53	62.50
5	61.07	51.91	63.34	53.84	65.60	55.76	67.87	57.69	70.13	59.61	72.40	61.54	75.79	64.43
6	63.34	53.84	65.60	55.76	67.87	57.69	70.13	59.61	72.40	61.54	74.66	63.46	78.06	66.35
7	65.60	55.76	67.87	57.69	70.13	59.61	72.40	61.54	74.66	63.46	76.93	65.39	80.32	68.28
8	67.87	57.69	70.13	59.61	72.40	61.54	74.66	63.46	76.93	65.39	79.19	67.31	82.59	70.20
9	70.13	59.61	72.40	61.54	74.66	63.46	76.93	65.39	79.19	67.31	81.46	69.24	84.85	72.12
10	72.40	61.54	74.66	63.46	76.93	65.39	79.19	67.31	81.46	69.24	83.72	71.16	87.12	74.05
11	74.66	63.46	76.93	65.39	79.19	67.31	81.46	69.24	83.72	71.16	85.99	73.09	89.38	75.97
12	76.93	65.39	79.19	67.31	81.46	69.24	83.72	71.16	85.99	73.09	88.25	75.01	91.65	77.90
13	79.19	67.31	81.46	69.24	83.72	71.16	85.99	73.09	88.25	75.01	90.51	76.94	93.91	79.82
14			83.72	71.16	85.99	73.09	88.25	75.01	90.51	76.94	92.78	78.86	96.18	81.75
15			85.99	73.09	88.25	75.01	90.51	76.94	92.78	78.86	95.04	80.79	98.44	83.67
16					90.51	76.94	92.78	78.86	95.04	80.79	97.31	82.71	100.70	85.60
17					92.78	78.86	95.04	80.79	97.31	82.71	99.57	84.64	102.97	87.52
18					95.04	80.79	97.31	82.71	99.57	84.64	101.84	86.56	105.23	89.45
19							99.57	84.64	101.84	86.56	104.10	88.49	107.50	91.37
22							101.84	86.56	104.10	88.49	106.37	90.41	109.76	93.30
25							104.10	88.49	106.37	90.41	108.63	92.34	112.03	95.22
29							106.37	90.41	108.63	92.34	110.90	94.26	114.29	97.15
33							108.63	92.34	110.90	94.26	113.16	96.19	116.56	99.07

The extra-pay hourly salary schedule applies to all regular, probationary, and temporary faculty for teaching and non-teaching overload assignments only.

Effective: 7/1/19

COLA: 3.26%

## EXHIBIT B.3 – SUMMER/INTERSESSION SALARY SCHEDULE

### SUMMER & INTERSESSION SALARY SCHEDULE - 2020 Full-time Faculty

	CLASS I		CLASS II		CLASS III		CLASS IV		CLASS V		CLASS VI		CLASS VII	
	LESS THAN		BA + 30/		BA + 45/		BA + 60/		BA + 75/		BA + 90/		Doctorate	
	BA + 30		MA		MA + 15		MA + 30		MA + 45		MA + 60			
STEP	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB
1	55.14	46.87	57.54	48.91	59.94	50.95	62.34	52.99	64.74	55.03	67.14	57.07	70.74	60.13
2	57.54	48.91	59.94	50.95	62.34	52.99	64.74	55.03	67.14	57.07	69.54	59.11	73.14	62.17
3	59.94	50.95	62.34	52.99	64.74	55.03	67.14	57.07	69.54	59.11	71.94	61.15	75.54	64.21
4	62.34	52.99	64.74	55.03	67.14	57.07	69.54	59.11	71.94	61.15	74.34	63.19	77.94	66.25
5	64.74	55.03	67.14	57.07	69.54	59.11	71.94	61.15	74.34	63.19	76.74	65.23	80.34	68.29
6	67.14	57.07	69.54	59.11	71.94	61.15	74.34	63.19	76.74	65.23	79.14	67.27	82.74	70.33
7	69.54	59.11	71.94	61.15	74.34	63.19	76.74	65.23	79.14	67.27	81.54	69.31	85.14	72.37
8	71.94	61.15	74.34	63.19	76.74	65.23	79.14	67.27	81.54	69.31	83.94	71.35	87.54	74.41
9	74.34	63.19	76.74	65.23	79.14	67.27	81.54	69.31	83.94	71.35	86.34	73.39	89.94	76.45
10	76.74	65.23	79.14	67.27	81.54	69.31	83.94	71.35	86.34	73.39	88.74	75.43	92.34	78.49
11	79.14	67.27	81.54	69.31	83.94	71.35	86.34	73.39	88.74	75.43	91.14	77.47	94.74	80.53
12	81.54	69.31	83.94	71.35	86.34	73.39	88.74	75.43	91.14	77.47	93.54	79.51	97.15	82.57
13	83.94	71.35	86.34	73.39	88.74	75.43	91.14	77.47	93.54	79.51	95.95	81.55	99.55	84.61
14			88.74	75.43	91.14	77.47	93.54	79.51	95.95	81.55	98.35	83.59	101.95	86.65
15			91.14	77.47	93.54	79.51	95.95	81.55	98.35	83.59	100.75	85.63	104.35	88.69
16					95.95	81.55	98.35	83.59	100.75	85.63	103.15	87.67	106.75	90.73
17					98.35	83.59	100.75	85.63	103.15	87.67	105.55	89.71	109.15	92.78
18					100.75	85.63	103.15	87.67	105.55	89.71	107.95	91.76	111.55	94.82
19							105.55	89.71	107.95	91.76	110.35	93.80	113.95	96.86
22							107.95	91.76	110.35	93.80	112.75	95.84	116.35	98.90
25							110.35	93.80	112.75	95.84	115.15	97.88	118.75	100.94
29							112.75	95.84	115.15	97.88	117.55	99.92	121.15	102.98
33							115.15	97.88	117.55	99.92	119.95	101.96	123.55	105.02

The summer and intersession hourly salary schedule applies to all regular, probationary, and temporary faculty for teaching and non-teaching overload assignments only.

Effective Summer 2020: 6% above Extra-Pay 2019/2020 Schedule

## **EXHIBIT C – FLEXIBLE BENEFITS OPTIONS**



**[EXHIBIT C PLACE HOLDER]**

**[EXHIBIT C PLACE HOLDER]**

## **EXHIBIT D – Evaluation Forms**

## Pilot Student Evaluation Questions

1. The instructor explained the objectives of the course
  - a. Clearly from the beginning
  - b. Clearly but not from the beginning
  - c. Generally
  - d. Indirectly
  - e. Never
2. The instructor organized the material of the course
  - a. Always clearly
  - b. Usually very well
  - c. Adequately most of the time
  - d. Not so well
  - e. There was never any clear organization in this class
3. The instructor encouraged student participation and was receptive of student views
  - a. Always
  - b. Often
  - c. Occasionally
  - d. Rarely
  - e. Never
4. The instructor was sensitive to students having difficulty in class, changing the approach or offering new explanations
  - a. Always
  - b. Often
  - c. Occasionally
  - d. Rarely
  - e. Never
5. The instructor was willing and available to offer individual help if you needed it
  - a. Always
  - b. Often
  - c. Occasionally
  - d. Rarely
  - e. Never
6. The instructor was clear and interesting in presenting the subject matter
  - a. Always
  - b. Often
  - c. Occasionally
  - d. Rarely
  - e. Never
7. The instructor presented clear assignments and/or instructions to students
  - a. Always

- b. Often
  - c. Occasionally
  - d. Rarely
  - e. Never
8. The instructor returned graded material promptly
- a. Always
  - b. Often
  - c. Occasionally
  - d. Rarely
  - e. Never
9. The instructor used grading procedures which were
- a. Clearly explained and consistently applied
  - b. Clearly explained and consistently applied for the most part
  - c. Adequately explained and consistently applied for the most part
  - d. Not explained very well and/or not applied consistently all the time
  - e. Unexplained and/or never applied consistently
10. How would you rate this instructor overall (five stars being the highest and one star being the lowest)?
- a. ★★★★★
  - b. ★★★★
  - c. ★★★
  - d. ★★
  - e. ★

**NOTE: Please use the back of this form on which to explain what this instructor is doing well and/or what specifically the instructor should do better. Give examples.**



*"Building Student Success through Faculty Development"*

Name of Person Being Evaluated: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Position: Full-Time Tenure-Track Faculty \_\_\_\_\_ Discipline: \_\_\_\_\_

☐ Coach

☐ Coordinator

☐ Counselor

☐ Librarian

College: ☐ Woodland Community College ☐ Yuba College

---

**Please indicate the purpose of evaluation:**

Tenure-Track Contract Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4

---

**RECOMMENDATION:**

First Year: ☐ Re-Employ ☐ Do not Re-employ

Second Year: ☐ Re-Employ ☐ Do not Re-employ

Third Year: ☐ Re-Employ

Fourth year: ☐ Re-Employ ☐ Do not Re-employ

-AND-

☐ Recommend Tenure

☐ Do not Recommend Tenure

---

**SUGGESTIONS FOR PROFESSIONAL DEVELOPMENT OR IMPROVEMENT PLAN (IF APPROPRIATE):**

---

**The above evaluation represents our best professional judgment:**

Committee Chair \_\_\_\_\_ Date \_\_\_\_\_

Senate Peer \_\_\_\_\_ Date \_\_\_\_\_

Department Peer \_\_\_\_\_ Date \_\_\_\_\_

Evaluatee Peer \_\_\_\_\_ Date \_\_\_\_\_

**I have had the opportunity to read this report and discuss it with the evaluators. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include.**

Faculty Member Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Reviewed and Approved by (College VP/President) \_\_\_\_\_ Date \_\_\_\_\_

Name of Person Being Evaluated: \_\_\_\_\_

Discipline: \_\_\_\_\_ Location: ☐ Beale ☐ CCC ☐ LCC ☐ SCC ☐ WCC ☐ YC

Date of Observation: \_\_\_\_\_

Class Observed: \_\_\_\_\_ Length of Observation: \_\_\_\_\_ minutes

Tenure-Track Contract Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Tenured ☐ Temporary

Current Assignment: \_\_\_\_\_ FTE – Teaching \_\_\_\_\_ FTE – Other

**Briefly describe assignments other than teaching:**

---

**Prior to conducting a faculty evaluation, the evaluator should obtain the following:**

- **A copy of the faculty member's class syllabus**
  - **A Copy of the faculty self-reflection (or other document) that includes:**
    - **Committees and/or professional activities in which the faculty member is involved**
    - **The faculty member's written description of professional growth and contributions since the previous evaluation**
    - **The faculty member's written reflection on changes in his or her performance since the previous evaluation**
    - **The faculty member's personal and/or professional goals with a timeline**
-

## Evaluation

4 = Exceeds Expectations, 3 = Meets Expectations, 2 = Marginal, and 1 = Unacceptable

### Professional Responsibilities

In your assessment, you may consider the following:

☐ 4 ☐ 3 ☐ 2 ☐ 1

- Effectiveness of Communication
  - Syllabi, assignments, emails, etc.
  - Communicates with students, in the classroom or in counseling appointments.
  - Provides evidence of participation in college- and/or district-wide committees and/or other professional activities that further the growth of the college

In your assessment as a **supervisor**, you may consider the following:

☐ 4 ☐ 3 ☐ 2 ☐ 1

- Reads, compiles with, and, when appropriate, responds to College and District communications
- Participates in student learning/service area outcomes development, assessment, and implementation. (*SLO assessment results for individual faculty members shall not be included.*)
- If a full-time faculty member: Maintains current knowledge of department goals, assessment activities, and curriculum development

Explanation of Assessment:

### Instructional Performance and Organization

(This section may be skipped if the faculty members' current assignment does not include teaching)

In your assessment, you may consider the following:

☐ 4 ☐ 3 ☐ 2 ☐ 1

- Uses teaching methods and materials that are current, challenging to the student, and appropriate to the course matter
- Changes the approach or offers new explanations when needed
- Demonstrates effective classroom management
- Provides clear assignments or instructions to students
- Is willing and available to assist students



In your assessment as a **supervisor**, you may consider the following: ☐ 4 ☐ 3 ☐ 2 ☐ 1

- Provides each student with a current course syllabus consistent with the approved course outline for each course taught (a copy of which is maintained in the area/division office)
- Meets classes as assigned, arriving on time for each class
- Meets reporting obligations on time, e.g., grades, census reports, and textbook orders
- If a full-time faculty member: Maintains contractual obligations to hold regular office hours

Explanation of Assessment:

### **Professional Growth and Currency**

In your assessment, may consider the following: ☐ 4 ☐ 3 ☐ 2 ☐ 1

- Maintains current knowledge of field in performance of assignment matter
- Demonstrates innovation in area of assignment
- Demonstrates evidence of participation in professional growth and development activities

Explanation of Assessment:

### Overall Assessment

☐ Exceeds Expectations    ☐ Meets Expectations    ☐ Marginal    ☐ Unacceptable

**Overall evaluation and recommendations:**

---

**Evaluator Name (Print)**

---

**Evaluator Signature**

---

**Date**

I have had the opportunity to read this report and discuss it with the evaluator. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include.

---

**Faculty Member Signature**

---

**Date**

### Self-Evaluation

The faculty member being evaluated has attached the following:

- ☐ Written response to Student Evaluations
- ☐ Written response to recommendations made in this evaluation, and may include revisions or additions to personal and/or professional goals



*"Building Student Success through Faculty Development"*

Name of Person Being Evaluated: \_\_\_\_\_ Last Eval Date: \_\_\_\_\_

Position: Full-Time Tenured Faculty    Discipline: \_\_\_\_\_ Tenured Date: \_\_\_\_\_

☐ Coach

☐ Coordinator

☐ Counselor

☐ Librarian

College: ☐ Woodland Community College    ☐ Yuba College

---

**RECOMMENDATIONS:**

☐ Improvement Plan **Not** Required

☐ Improvement Plan Included (New)

☐ Continue Previous Improvement Plan

☐ Recommend Termination

---

**SUGGESTIONS FOR PROFESSIONAL DEVELOPMENT OR IMPROVEMENT PLAN (IF APPROPRIATE):**

---

**The above evaluation represents our best professional judgment:**

Committee Chair \_\_\_\_\_ Date \_\_\_\_\_

Peer \_\_\_\_\_ Date \_\_\_\_\_

**I have had the opportunity to read this report and discuss it with the evaluators. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include.**

Faculty Member Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Reviewed and Approved by (College VP/President) \_\_\_\_\_ Date \_\_\_\_\_

Name of Person Being Evaluated: \_\_\_\_\_

Discipline: \_\_\_\_\_ Location: ☐ Beale ☐ CCC ☐ LCC ☐ SCC ☐ WCC ☐ YC

Date of Observation: \_\_\_\_\_

Class Observed: \_\_\_\_\_ Length of Observation: \_\_\_\_\_ minutes

Tenure-Track Contract Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Tenured ☐ Temporary

Current Assignment: \_\_\_\_\_ FTE – Teaching \_\_\_\_\_ FTE – Other

**Briefly describe assignments other than teaching:**

---

**Prior to conducting a faculty evaluation, the evaluator should obtain the following:**

- **A copy of the faculty member's class syllabus**
  - **A Copy of the faculty self-reflection (or other document) that includes:**
    - **Committees and/or professional activities in which the faculty member is involved**
    - **The faculty member's written description of professional growth and contributions since the previous evaluation**
    - **The faculty member's written reflection on changes in his or her performance since the previous evaluation**
    - **The faculty member's personal and/or professional goals with a timeline**
-

## Evaluation

4 = Exceeds Expectations, 3 = Meets Expectations, 2 = Marginal, and 1 = Unacceptable

### Professional Responsibilities

In your assessment, you may consider the following:

☐ 4 ☐ 3 ☐ 2 ☐ 1

- Effectiveness of Communication
  - Syllabi, assignments, emails, etc.
  - Communicates with students, in the classroom or in counseling appointments.
  - Provides evidence of participation in college- and/or district-wide committees and/or other professional activities that further the growth of the college

In your assessment as a **supervisor**, you may consider the following:

☐ 4 ☐ 3 ☐ 2 ☐ 1

- Reads, compiles with, and, when appropriate, responds to College and District communications
- Participates in student learning/service area outcomes development, assessment, and implementation. (*SLO assessment results for individual faculty members shall not be included.*)
- If a full-time faculty member: Maintains current knowledge of department goals, assessment activities, and curriculum development

Explanation of Assessment:

### Instructional Performance and Organization

(This section may be skipped if the faculty members' current assignment does not include teaching)

In your assessment, you may consider the following:

☐ 4 ☐ 3 ☐ 2 ☐ 1

- Uses teaching methods and materials that are current, challenging to the student, and appropriate to the course matter
- Changes the approach or offers new explanations when needed
- Demonstrates effective classroom management
- Provides clear assignments or instructions to students
- Is willing and available to assist students

In your assessment as a **supervisor**, you may consider the following: ☐4 ☐3 ☐2 ☐1

- Provides each student with a current course syllabus consistent with the approved course outline for each course taught (a copy of which is maintained in the area/division office)
- Meets classes as assigned, arriving on time for each class
- Meets reporting obligations on time, e.g., grades, census reports, and textbook orders
- If a full-time faculty member: Maintains contractual obligations to hold regular office hours

Explanation of Assessment:

### **Professional Growth and Currency**

In your assessment, may consider the following: ☐4 ☐3 ☐2 ☐1

- Maintains current knowledge of field in performance of assignment matter
- Demonstrates innovation in area of assignment
- Demonstrates evidence of participation in professional growth and development activities

Explanation of Assessment:

### Overall Assessment

☐ Exceeds Expectations    ☐ Meets Expectations    ☐ Marginal    ☐ Unacceptable

**Overall evaluation and recommendations:**

---

**Evaluator Name (Print)**

**Evaluator Signature**

**Date**

I have had the opportunity to read this report and discuss it with the evaluator. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include.

**Faculty Member Signature**

**Date**

### Self-Evaluation

The faculty member being evaluated has attached the following:

- ☐ Written response to Student Evaluations
- ☐ Written response to recommendations made in this evaluation, and may include revisions or additions to personal and/or professional goals



## Evaluation Cover Sheet for TEMPORARY Faculty

*"Building Student Success through Faculty Development"*

Name of Person Being Evaluated: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Position: Full-Time ☐ Categorical ☐ General Temporary \_\_\_\_\_ Discipline: \_\_\_\_\_

☐ Coach ☐ Coordinator ☐ Counselor ☐ Librarian

College: ☐ Woodland Community College ☐ Yuba College

### RECOMMENDATION:

First Year: ☐ Re-Employ ☐ Do not Re-employ

Second Year: ☐ Re-Employ ☐ Do not Re-employ

Third Year: ☐ Re-Employ ☐ Do not Re-employ

Fourth year: ☐ Re-Employ ☐ Do not Re-employ

### FURTHER EVALUATION IS TO BE DONE EACH THIRD YEAR HEREAFTER

Date: \_\_\_\_\_ ☐ Re-Employ ☐ Do not Re-employ

### SUGGESTIONS FOR PROFESSIONAL DEVELOPMENT OR IMPROVEMENT PLAN (IF APPROPRIATE):

### The above evaluation represents our best professional judgment:

Committee Chair \_\_\_\_\_ Date \_\_\_\_\_

Senate Peer \_\_\_\_\_ Date \_\_\_\_\_

Department Peer \_\_\_\_\_ Date \_\_\_\_\_

Evaluatee Peer \_\_\_\_\_ Date \_\_\_\_\_

**I have had the opportunity to read this report and discuss it with the evaluators. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include.**

Faculty Member Signature \_\_\_\_\_ Date \_\_\_\_\_

Reviewed and Approved by (College VP/President) \_\_\_\_\_ Date \_\_\_\_\_



Name of Person Being Evaluated: \_\_\_\_\_

Discipline: \_\_\_\_\_ Location: ☐ Beale ☐ CCC ☐ LCC ☐ SCC ☐ WCC ☐ YC

Date of Observation: \_\_\_\_\_

Class Observed: \_\_\_\_\_ Length of Observation: \_\_\_\_\_ minutes

Tenure-Track Contract Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Tenured ☐ Temporary

Current Assignment: \_\_\_\_\_ FTE – Teaching \_\_\_\_\_ FTE – Other

**Briefly describe assignments other than teaching:**

---

**Prior to conducting a faculty evaluation, the evaluator should obtain the following:**

- **A copy of the faculty member's class syllabus**
  - **A Copy of the faculty self-reflection (or other document) that includes:**
    - **Committees and/or professional activities in which the faculty member is involved**
    - **The faculty member's written description of professional growth and contributions since the previous evaluation**
    - **The faculty member's written reflection on changes in his or her performance since the previous evaluation**
    - **The faculty member's personal and/or professional goals with a timeline**
-

## Evaluation

4 = Exceeds Expectations, 3 = Meets Expectations, 2 = Marginal, and 1 = Unacceptable

### Professional Responsibilities

In your assessment, you may consider the following:

☐ 4 ☐ 3 ☐ 2 ☐ 1

- Effectiveness of Communication
  - Syllabi, assignments, emails, etc.
  - Communicates with students, in the classroom or in counseling appointments.
  - Provides evidence of participation in college- and/or district-wide committees and/or other professional activities that further the growth of the college

In your assessment as a **supervisor**, you may consider the following:

☐ 4 ☐ 3 ☐ 2 ☐ 1

- Reads, compiles with, and, when appropriate, responds to College and District communications
- Participates in student learning/service area outcomes development, assessment, and implementation. (*SLO assessment results for individual faculty members shall not be included.*)
- If a full-time faculty member: Maintains current knowledge of department goals, assessment activities, and curriculum development

Explanation of Assessment:

### Instructional Performance and Organization

(This section may be skipped if the faculty members' current assignment does not include teaching)

In your assessment, you may consider the following:

☐ 4 ☐ 3 ☐ 2 ☐ 1

- Uses teaching methods and materials that are current, challenging to the student, and appropriate to the course matter
- Changes the approach or offers new explanations when needed
- Demonstrates effective classroom management
- Provides clear assignments or instructions to students
- Is willing and available to assist students

In your assessment as a **supervisor**, you may consider the following: ☐ 4 ☐ 3 ☐ 2 ☐ 1

- Provides each student with a current course syllabus consistent with the approved course outline for each course taught (a copy of which is maintained in the area/division office)
- Meets classes as assigned, arriving on time for each class
- Meets reporting obligations on time, e.g., grades, census reports, and textbook orders
- If a full-time faculty member: Maintains contractual obligations to hold regular office hours

Explanation of Assessment:

### **Professional Growth and Currency**

In your assessment, may consider the following: ☐ 4 ☐ 3 ☐ 2 ☐ 1

- Maintains current knowledge of field in performance of assignment matter
- Demonstrates innovation in area of assignment
- Demonstrates evidence of participation in professional growth and development activities

Explanation of Assessment:

### Overall Assessment

☐ Exceeds Expectations    ☐ Meets Expectations    ☐ Marginal    ☐ Unacceptable

**Overall evaluation and recommendations:**

---

**Evaluator Name (Print)**

**Evaluator Signature**

**Date**

I have had the opportunity to read this report and discuss it with the evaluator. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include.

**Faculty Member Signature**

**Date**

### Self-Evaluation

The faculty member being evaluated has attached the following:

- ☐ Written response to Student Evaluations
- ☐ Written response to recommendations made in this evaluation, and may include revisions or additions to personal and/or professional goals

**ADJUNCT FACULTY MEMBER EVALUATION SUMMARY**

This Evaluation Summary is to represent the best professional judgment of the evaluator(s) of the total contribution of the adjunct faculty member. As such it must represent the total impression of the adjunct faculty member as a facilitator of student progress, representing direct observations, impressions gained through a consideration of student formal and informal evaluations, opinions professionally expressed by a significant number of colleagues, and observed or reliably reported professional behavior. Judgment should be in relation to facilitating student progress and providing a suitable learning environment. It should be done in keeping with the concepts outlined in Article 6 of the *YCFA/District Agreement*.

SUMMARY Evaluation of:

Peer Evaluation and Student Evaluation was completed on

Evaluation Conference was completed on

RECOMMENDATION REGARDING EMPLOYMENT:

☐ SATISFACTORY      ☐ NEEDS IMPROVEMENT      ☐ DO NOT RE-EMPLOY

SUGGESTIONS TO FACULTY MEMBER FOR IMPROVEMENT (if appropriate):

The above evaluation represents my best professional judgment:

Division Dean: \_\_\_\_\_ Date \_\_\_\_\_

Peer: \_\_\_\_\_ Date \_\_\_\_\_

I have had the opportunity to read this report and discuss it with the evaluator. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self evaluation that I wish to include.

Adjunct Faculty  
Member Signature: \_\_\_\_\_ Date \_\_\_\_\_

Distribution: Original to Personnel File; Copy to Evaluatee

Effective 7/1/05  
Form Revised 10/2006

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