

**Ground Rules Governing Negotiations
Between the Yuba Community College District and
Faculty Association of YCCD
March 25, 2022**

The following ground rules governing negotiations have been agreed to by the Yuba Community College District (YCCD) and the Faculty Association of Yuba Community College District (FAYCCD) bargaining teams for the duration of the negotiations leading to a successor agreement to the FY 2019-2022 Collective Bargaining Agreement (CBA).

1. Chief Negotiators - The Chief Negotiator for the Yuba Community College District (YCCD) will be Randy Erickson. The Chief Negotiator for the Faculty Association Of The Yuba Community College District (FAYCCD) will be Travis Smith. The teams agree that no negotiations shall be conducted without the involvement of the Chief Negotiator for each side.
2. Authorization – Presence at the table constitutes authorization to negotiate by both sides under the provisions of, and in accordance with, the Educational Employee Rights Act (“EERA”), California Government Code section 3540 et seq. and YCCD Board Policy 7140.
3. Good Faith – It is the intent of both teams that negotiations be conducted at the bargaining table and in good faith towards achieving a CBA mutually beneficial to both YCCD and FAYCCD members. Both teams, and the parties they represent, agree to make negotiations a high priority.
4. Meetings –Due to the current pandemic, the teams agree to utilize on-line video technology (e.g., Zoom) to facilitate these negotiations. The teams will mutually select the time and date of each negotiation meeting. By mutual agreement, starting and ending times for each meeting may be altered if necessary. Neither team may cancel without legitimate cause. Each team’s chief negotiator must be present at all negotiating meetings, unless both teams mutually agree to continue with one or both absent. Due to the varied teaching schedules of FAYCCD team members, generally Fridays have been set aside for the purpose of negotiations, exclusive of academic holidays, summer and winter recesses.
 - a. The teams agree that neither team shall record (video or audio) the negotiation meetings except by mutual agreement. If any audio and/or video recording is allowed, either team may request copies of the recordings. The teams further agree not to redirect or re-broadcast the negotiation meetings beyond the identified bargaining team members. Only identified bargaining team members, identified subject matter experts, and/or other mutually agreed upon and identified individuals shall be permitted to view, listen, or otherwise participate in these negotiations.
 - b. When a bargaining schedule has been established, the teams agree to adhere to that schedule barring unforeseen circumstances. The teams agree that they will endeavor to notify the other with as much advance notice as possible of any meeting cancellation. The teams will, to the extent possible, discuss changes to negotiation dates at least forty-eight (48) hours in advance. In the event a negotiation meeting has to be cancelled, the teams agree to re-schedule that meeting.
 - c. It is the responsibility of each team to inform their respective representatives of the next meeting, date, time, and location.
5. Agenda – Before adjourning each meeting, the teams will discuss and set a tentative agenda and confirm the date, time, and location for the next meeting.
6. Parking Lot - If no agreement has been reached on a particular item, the teams may agree to defer such item and negotiations may continue on other items.


- 57 7. Resources – Each team may bring an expert on a particular subject matter or other necessary
58 persons to a negotiation meeting to present and/or receive information from the other team. Such
59 persons shall be regarded as resource people and not as team members. People used in this
60 context shall not include Yuba Community College District students or members of the media
61 except by mutual agreement. Resource people will abide by all ground rules listed in this
62 document. By mutual agreement of the chief negotiators, resource persons or observers may be
63 asked to leave for all or a portion of the meeting.
64
- 65 8. Recesses and Caucuses – Either team may call for a recess or caucus whenever deemed
66 necessary. When a caucus is called, the teams requesting the caucus will provide a time estimate
67 of the caucus, which may be updated.
68
- 69 9. Minutes – There will be no joint minutes. Each team will be responsible for keeping its own
70 record.
71
- 72 10. Document Exchange –All proposals and counter proposals shall be submitted in writing and
73 electronically. To allow each team to effectively prepare, the anticipated topic of proposals (e.g.,
74 article number) to be negotiated will be communicated via email at least 48 hours prior to the
75 scheduled negotiation meeting.
76
- 77 11. Information Requests – Information requests shall be presented in writing. Each side will make
78 every effort to provide requested information within a reasonable time. Information requests are
79 understood to mean request for existing data or information. General updates on the status of the
80 information requested shall be provided approximately every two weeks unless the information is
81 provided in a shorter period of time.
82
- 83 12. Tentative Agreements – All tentative agreements achieved shall be reduced to writing, dated, and
84 signed by the teams. Electronic signatures are acceptable. All such dated and signed agreements
85 remain tentative pending completion of the entire CBA final ratification of the entire CBA by the
86 FAYCCD membership and approval by the Board of Trustees. Each team shall recommend that
87 its principals ratify and/or adopt any comprehensive tentative agreement on all matters under
88 negotiation reached by the parties’ negotiation teams.
89
- 90 13. Communications – Both teams have the responsibility to keep their represented constituents
91 informed about the progress of negotiations. Each team has the right to make periodic progress
92 reports to the team’s constituencies; such reports shall be truthful and designed to be informative
93 of the bargaining process.
94
- 95 14. Confidentiality – If both chief negotiators agree that a conversation will be kept “off the record,”
96 then no notes will be taken and all elements of the “off the record” exchange will be kept strictly
97 confidential.
98
- 99 15. Both teams agree to conduct themselves with mutual professionalism, civility, respect and dignity.
100 No bargaining team member shall be discouraged from being an active, vocal participant in
101 discussions. Respect for team members representing each party as well as the leadership of the
102 District and FAYCCD will be shown at all times. Unprofessional conduct and personal attacks
103 may be grounds to end a negotiation meeting at the discretion of either chief negotiator.
104
- 105 16. All negotiation meetings shall be closed to the public other than as specified in Rule 5 Resources.
106
- 107 17. To the extent required by law, the parties agree that the terms and conditions of the contract
108 regarding mandatory subjects shall remain status quo upon expiration of the collective bargaining
109 agreement.
110
- 111
- 112
- 113 18. These ground rules may be amended by mutual agreement.


114
115
116
117
118
119
120
121
122
123
124

For FAYCCD:

Travis Smith

For YCCD:




Rex Randall Erickson (Mar 25, 2022 15:09 PDT)












MOU-Ground Rules-2022-03-25

Final Audit Report

2022-03-25

Created:	2022-03-25
By:	Ana Villagrana (avillagr@yccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAASoQf-wcSeEuD6lgbu_OPtgn07p5vL2fr

"MOU-Ground Rules-2022-03-25" History

-  Document created by Ana Villagrana (avillagr@yccd.edu)
2022-03-25 - 10:02:10 PM GMT- IP address: 50.211.115.118
-  Document emailed to Travis Smith (tsmith@yccd.edu) for signature
2022-03-25 - 10:03:46 PM GMT
-  Email viewed by Travis Smith (tsmith@yccd.edu)
2022-03-25 - 10:05:39 PM GMT- IP address: 104.220.30.150
-  Document e-signed by Travis Smith (tsmith@yccd.edu)
Signature Date: 2022-03-25 - 10:05:49 PM GMT - Time Source: server- IP address: 104.220.30.150
-  Document emailed to Jake Hurley (jhurley@yccd.edu) for signature
2022-03-25 - 10:05:50 PM GMT
-  Email viewed by Jake Hurley (jhurley@yccd.edu)
2022-03-25 - 10:06:11 PM GMT- IP address: 98.41.105.116
-  Document e-signed by Jake Hurley (jhurley@yccd.edu)
Signature Date: 2022-03-25 - 10:06:41 PM GMT - Time Source: server- IP address: 98.41.105.116
-  Document emailed to Rex Randall Erickson (rerickson@ericksonlaw.com) for signature
2022-03-25 - 10:06:44 PM GMT
-  Email viewed by Rex Randall Erickson (rerickson@ericksonlaw.com)
2022-03-25 - 10:08:38 PM GMT- IP address: 107.199.166.73
-  Document e-signed by Rex Randall Erickson (rerickson@ericksonlaw.com)
Signature Date: 2022-03-25 - 10:09:21 PM GMT - Time Source: server- IP address: 107.199.166.73
-  Agreement completed.
2022-03-25 - 10:09:21 PM GMT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

**YUBA COMMUNITY COLLEGE DISTRICT
TO THE
FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT
March 25, 2023**

The collective bargaining proposal presented herein by the Yuba Community College District and the Faculty Association of the Yuba Community College District is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. All components of this proposal are required to be accepted for it to take effect. If any portion of this proposal is rejected, all other portions of this proposal are deemed to have been rejected as well. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**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:

51 26.2.2.1 All requests for new College Coordinator assignments will be reviewed
52 by a committee composed of an administrator who is familiar with the
53 program for which the request is being made but who is not the program
54 administrator making the request, the College Vice President or
55 designee, and two (2) faculty members. One (1) of the faculty members
56 is appointed by the Academic Senate, and one (1) is appointed by the
57 Association.

58
59 26.2.2.2 The College Coordinator Request Committee (as outlined in Article
60 26.2.2.1) shall develop a fair and equitable process by which to review
61 each request and submit a written recommendation to the appropriate
62 College President by October 15 for coordinator positions beginning
63 spring semester and by March 15 for coordinator positions beginning fall
64 semester.

65
66 26.2.2.3 The appropriate College President will make the final determination for
67 the new College Coordinator position, based on the recommendation of
68 the College Coordinator Request Committee. By October 31 for
69 coordinator positions beginning spring semester and by March 31 for
70 coordinator positions beginning fall semester the appropriate College
71 President shall provide in writing the reasons to support or deny the
72 recommendation.

73
74 26.2.2.4 The appropriate College President will determine and establish the
75 College Coordinator assignment except in the case of the Flex and
76 Curriculum Committee Coordinators. These assignments shall be
77 established by mutual agreement between the Academic Senate and the
78 Board or Board designee.

80 26.3 Establishment of District Coordinator Positions

81
82 26.3.1 A new District Coordinator position may be requested in writing by an academic
83 administrator for the following academic year. Requests may be submitted upon
84 the academic administrator's own initiative or at the request of a faculty member.
85 Each request must include a description of the duties and responsibilities of the
86 District Coordinator assignment, an explanation of the need for the District
87 Coordinator assignment, and the amount of reassigned load being requested. The
88 request must be submitted to the Vice-Chancellor of Educational Planning and
89 Services, or designee, on or before September 15.

90
91 26.3.2 Once requested, new District Coordinator positions shall be determined by the
92 following process:

93
94 26.3.2.1 All requests for new District Coordinator assignments will be reviewed by
95 a committee composed of two (2) District administrators and three (3)
96 faculty members. One (1) of the faculty members is appointed by the
97 Woodland Community College Academic Senate, one (1) is appointed by
98 the Yuba College Academic Senate, and one (1) is appointed by the
99 Association.

101 26.3.2.2 The District Coordinator Request Committee (as outlined in Article
102 26.3.2.1) shall develop a fair and equitable process by which to review
103 each request and submit a written recommendation to the Chancellor or
104 his/her designee.

105
106 26.3.2.3 The Chancellor or his/her designee will make the final determination for
107 the new District Coordinator position, based on the recommendation of
108 the District Coordinator Request Committee. By December 1 the
109 Chancellor shall provide in writing the reasons to support or deny the
110 recommendation.

111
112 26.3.2.4 The Chancellor or his/her designee will determine and establish the
113 District Coordinator assignment except in the case of the Flex and
114 Curriculum Committee Coordinators. These assignments shall be
115 established by mutual agreement between the Academic Senate and the
116 Board or Board designee.

117 118 26.4 Coordinator Categories

119
120 The following categories shall be used to identify all Coordinator assignments:

- 121
122 • Category 1 Coordinators provide intern or clinical supervision as well as
123 engage in significant interaction with an advisory committee for a particular
124 instructional program. Such a Coordinator is usually a requirement of the
125 program. Coordinators in this category include but are not limited to Psychiatric
126 Technology, Radiologic Technology (including both Program Coordinator and
127 Clinical Coordinator), Veterinary Technology, and Early Childhood Education.
128 Except for Articles 26.1 and 26.2.1 and this definition, Category 1 Coordinators
129 are exempt from the requirements of Article 26.
- 130
131 • Category 2 Coordinators oversee an essential activity integrated with or in
132 direct support of an instructional or non-instructional program. Such
133 Coordinators may include but are not limited to College Success Center,
134 Writing and Language Development Center, Work Experience, Internship,
135 Puente, and English Composition.
- 136
137 • Category 3 Coordinators manage a program or College-wide activity not
138 directly linked with any particular instructional or non-instructional program.
139 Coordinators in this category include but are not limited to the Student Learning
140 Outcomes Coordinator, Flex Coordinator and the Curriculum Committee Co-
141 Chair. The duties and responsibilities for these positions reside exclusively with
142 the Academic Senate and the Board or Board designee.

143 144 26.5 Reassigned Load Determination

145
146 Compensation shall be only in the form of reassigned load to perform Coordinator duties
147 and shall not exceed .40 FTEF. The amount of such reassigned load shall be determined
148 by the appropriate faculty members and administrator (refer to Article 26.2.2.1 or Article
149 26.3.2.1) when establishing or reviewing the assignment.

150

151 Consistent with Article 7.1.6, there shall be a proportional reduction in total workload for
152 both instructional and non-instructional assignments including professional
153 responsibilities, classroom time, preparation time, counseling time, and office hours (e.g.
154 .20 FTEF reassigned load is equivalent to 3 hours lecture, 3 hours prep, 1 office hour, and
155 1 professional responsibility hour.)
156

157 26.6 Recruitment and Selection

158 26.6.1 Recruitment

159 26.6.1.1 Recruitment for Coordinator positions with expiring terms will begin on or
160 before October 1 of each year as appropriate and be concluded prior to
161 December 1. All Coordinators are hired through a process open to the
162 full-time faculty within an instructional or non-instructional program or
163 throughout the District, whichever is appropriate.
164

165 26.6.1.2 The District shall post job descriptions on District bulletin boards for ten
166 (10) days as well as notify each Unit Member by District e-mail. The job
167 description also will outline the application process that will include at a
168 minimum the submission of a letter to the office of Vice-Chancellor of
169 Educational Planning and Services, or designee, indicating the
170 applicant's qualifications relative to the job description. The Vice-
171 Chancellor of Educational Planning and Services, or designee, will
172 forward the letter to the interview committee as defined in Article 26.6.2.
173
174

175 26.6.2 Selection

176 Selection will be determined by an interview committee consisting of at least one
177 (1) appropriate administrator and at least two (2) faculty appointed by the
178 Academic Senate.
179
180

181 26.7 Length of Service and Identification of Duties

182 26.7.1 Category 2 and 3 Coordinators may serve a term from one (1) year up to a
183 maximum of three (3) years as defined by the original recommendation and posted
184 in the job announcement. When the term has ended, the position is opened within
185 the area of assignment or throughout the District, whichever is appropriate, so that
186 all interested faculty may apply. The incumbent may reapply for the open position.
187
188

189 26.7.2 The Vice-Chancellor of Education Planning and Services, or designee, will issue
190 a Memorandum of Agreement to the Coordinator outlining the responsibilities of
191 the position as described in the job description, the term of the Coordinator's
192 assignment, and the amount of reassignment.
193
194

195 26.8 Evaluation

196 26.8.1 Each Coordinator will have an annual evaluation related to his/her Coordinator
197 assignment. This evaluation will be completed by the assigned administrator and
198 will be consistent with the Memorandum of Agreement.
199
200

- 201 26.8.2 The evaluation will be completed by May 15 of each year. In the event an
202 evaluation is not completed by May 15, the evaluation shall be deemed to have
203 been satisfactory.
204
- 205 26.8.3 The evaluation will strictly be limited to the expectations in the Memorandum of
206 Agreement, addressing how well the Coordinator is meeting his/her duties as
207 prescribed therein. The Coordinator evaluation is separate and distinct from a Unit
208 Member's regular assignment/regular evaluation cycle.
209
- 210 26.8.4 Continued service in the Coordinator role will be based on satisfactory evaluation.
211
- 212 26.8.5 In the event that a Coordinator receives an evaluation rating recommending that
213 the Unit Member not continue in the assignment, a temporary appointment will be
214 made by the appropriate college or district administrator for one (1) academic year
215 so that a full recruitment may be conducted.
216
- 217 26.9 Review. The following process shall be followed for the proposed termination of or
218 changes in reassigned load for a coordinator position:
219
- 220 26.9.1 At the request of either the Association or the District, a committee may be
221 assembled to review the on-going need for, the reassigned load for, and/or position
222 duties of an established Coordinator position. The request shall be in writing at
223 least two (2) academic working days in advance of the meeting and shall identify
224 the coordinator position(s) to be reviewed.
225
- 226 26.9.2 For a College Coordinator, such review shall be conducted by a committee
227 composed of the administrator who oversees the Coordinator, the appropriate
228 Vice-President, and at least two (2) faculty members. At least one (1) of the faculty
229 members is appointed by the appropriate Academic Senate and at least one is
230 appointed by the Association.
231
- 232 26.9.3 For a District Coordinator, such review shall be conducted by a committee
233 composed of the administrator who oversees the Coordinator, the Vice-Chancellor
234 of Educational Planning and Services, or designee, and at least three (3) faculty
235 members. One (1) of the faculty members is appointed by the Woodland
236 Community College Academic Senate, one (1) is appointed by the Yuba College
237 Academic Senate, and at least one (1) is appointed by the Association.
238
- 239 26.9.4 Review Process. The review process shall consist of two meetings held at least
240 two (2) academic working days apart:
241
- 242 a. Information Meeting: The first meeting shall be informational only and shall
243 consist of a discussion of any proposed changes in reassigned time or the
244 termination of any coordinator positions that are to take effect the following
245 academic year.
246
- 247 b. Action Meeting: At the second meeting, the Committee may engage in further
248 discussion regarding any proposed changes in reassigned time or positions to
249 be terminated, if needed. The Committee shall then make its
250 recommendation(s).
251

252 The Committee shall submit its written recommendation of any changes to a
253 College Coordinator position to the appropriate College President or its written
254 recommendation of any changes to a District Coordinator position to the
255 Chancellor within 30 days of the initial request.

256
257 26.9.5 The appropriate College President or the Chancellor will make the final
258 determination for any change in reassigned load and/or the position itself,
259 predicated on the recommendation of the Coordinator Review Committee. Within
260 30 days, the appropriate College President or Chancellor shall provide in writing
261 the reasons for any changes in an established Coordinator position.
262

263 26.10 In the event that a Unit Member opts out of a College Coordinator assignment prior to
264 completion of the Memorandum of Agreement or a College Coordinator position is unfilled,
265 a temporary appointment will be made by the appropriate college academic administrator
266 for one (1) academic year so that a full recruitment may be conducted.
267

268 Prior to full recruitment, the Coordinator Review Committee (as outlined in 26.9.2) will
269 convene to review the on-going need for, the reassigned load for, and/or position duties
270 of an established College Coordinator position. Any changes should follow the process as
271 outlined in Article 26.9.
272

273 26.11 In the event that a Unit Member opts out of a District Coordinator assignment prior to
274 completion of the Memorandum of Agreement or a District Coordinator position is unfilled,
275 a temporary appointment will be made by the Chancellor or his/her designee for one (1)
276 academic year so that a full recruitment may be conducted.
277

278 Prior to full recruitment, the Coordinator Review Committee (as outlined in 26.9.3) will
279 convene to review the on-going need for, the reassigned load for, and/or position duties
280 of an established District Coordinator position. Any changes should follow the process as
281 outlined in Article 26.9.
282

283 26.12 Special Projects

284
285 26.12.1 The District or a College may request that a Unit Member fulfill a special project
286 assignment not to exceed one year through an MOU with the Unit Member, which
287 will include the duties of the assignment, the **releasereassigned** time and/or
288 compensation, and the duration of the assignment.
289

290 26.12.2 The MOU shall be presented to the Unit Member with a copy to the Faculty
291 Association Executive Council for review and feedback. The Unit Member shall
292 have at least 10 working days to consider and review the MOU before signing.
293

294 26.12.3 **ReleaseReassigned** time shall not exceed .40 load.
295

296 26.12.4 Compensation for a Special Project shall be paid in the form of
297 **releasereassigned** time or a stipend set at the Unit Member's EP Lecture rate.

298 **[Note: Under the EERA's "released time" provisions, union representatives have**
299 **the right to request reasonable time while the employee is at work that the employee**
300 **be released for negotiation and/or processing grievances for a reasonable time, to**
301 **then return to work within the scope of the District's control. (Berkeley Unified**
302 **School District (2008) PERB Decision No. 1954.) In essence, release time is most**

303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323

similar to a leave of absence during which the employee is not subject to the direction and control of the District. Here, the District is excusing a member from one duty in order to have them perform another duty, and providing that time in lieu of additional compensation. Because the District maintains the right to assign – or reassign – a unit member to any duties contemplated by their position, it is our opinion that this most clearly embodies a form of “reassigned” time rather than a leave of absence.]

Signed and entered into this _____ day of _____, 2022.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

1
2
3
4
5
6
7
8
9
10
11
12

**YUBA COMMUNITY COLLEGE DISTRICT
TO THE
FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT
March 25, 2023**

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

The collective bargaining proposal presented herein by the Yuba Community College District and the Faculty Association of the Yuba Community College District is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. All components of this proposal are required to be accepted for it to take effect. If any portion of this proposal is rejected, all other portions of this proposal are deemed to have been rejected as well. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**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.

- 52 6.2.12 Student evaluators are any students enrolled in a class being taught or using a
53 service by the evaluatee during a period of evaluation who complete an Instructor
54 Rating Sheet (Exhibit D.1), Instructor Rating Sheet for Online Courses (Exhibit
55 D.1.1), or Counselor Survey Form (Exhibit D.1.2).
56
- 57 6.2.13 Temporary evaluation file refers to the package of required written materials as
58 they are being generated during the evaluation of an evaluatee.
59
- 60 6.2.14 Chair of the Evaluation Committee is the immediate supervisor or his/her designee,
61 or under special circumstances, could be the second level administrator (see
62 Article 6.2.8).
63
- 64 6.3 Schedule for Evaluation: An official list of Unit Members to be evaluated and a schedule
65 of due dates shall be published annually by August 1 by the Chief Human Resources
66 Officer to allow those concerned with evaluations to meet their evaluation responsibilities.
67 Distribution shall be to the appropriate College President's academic administrator
68 designee and the President of the appropriate Academic Senate.
69
- 70 6.4 Participants in Evaluation: Each evaluation shall be conducted by administration, peer Unit
71 Members, and students.
72
- 73 6.5 Evaluation Process for Non-Tenured Unit Members:
74
75 Frequency of Evaluation, Composition of the Evaluation Committee, Chair, and Peer
76 Responsibilities, Final Summary Meeting
77
- 78 6.5.1 Frequency of Evaluation for Non-Tenured Unit Members
79
80 Each non-tenured Unit Member shall be evaluated each fall semester; at the
81 recommendation of the evaluation committee, the process may be continued in the
82 spring semester (see Article 6.5.4.2).
83
- 84 6.5.2 Composition of Evaluation Committees for Non-Tenured Unit Members
85
- 86 6.5.2.1 Each year prior to September 15, the evaluatees, departments and
87 Academic Senates will choose all peer evaluators needed to serve on the
88 evaluation committees.
89
- 90 6.5.2.2 Immediate or Secondary Level Administrator or his/her designee who
91 shall serve as the Chair of the committee.
92
- 93 6.5.2.3 Peer Evaluators
94
- 95 6.5.2.3.1 One tenured Unit Member selected by the evaluatee and
96 mutually acceptable to the immediate supervisor.
97
- 98 6.5.2.3.2 One tenured Unit Member selected by full-time Unit Members
99 within the same department or closely related discipline.
100
- 101 6.5.2.3.3 One tenured Unit Member selected by the Academic Senate
102 in each of the four years.

103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152

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.

153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202

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.

203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253

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.

- 305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
- 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.

356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406

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.

407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456

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

457 Unit Member and make a recommendation whether or not to grant tenure to that
458 non-tenured Unit Member.

459
460 6.5.9 A non-tenured Unit Member shall have completed at least a 75% workload during
461 the academic year to have that year be considered toward the attainment of tenure.

462
463 6.5.10 In cases where the college president disagrees with the Evaluation Committee's
464 recommendation, the college president shall confer with the Evaluation Committee
465 and the Academic Senate President. If asked, the Evaluation Committee shall be
466 present and shall have the opportunity to offer testimony. If agreement can be
467 reached, that recommendation shall be forwarded to the Chancellor. If agreement
468 cannot be reached, the college president and Academic Senate President shall
469 forward to the Chancellor separate recommendations with justification. If the
470 recommendations are different, the Board will be advised of the different
471 recommendations.

472
473 6.5.11 When the recommendation to grant tenure is approved by the Board, the Unit
474 Member shall be considered to be tenured and shall have full tenure status as of
475 the date of the Board meeting.

476
477 6.5.12 ~~If the recommendation to the Board is against tenure, the evaluatee shall~~
478 ~~have the right to appeal to the Board of Trustees at the next, immediate~~
479 ~~meeting of the Board.~~

480
481 **[Note: Directly contrary to Educ. Code § 87610.1, indicating that any appeal**
482 **shall be procedurally addressed as a grievance.]**

483
484 **6.5.13** If, in any year of the tenuring process, any appointed Peer fails to perform his/her
485 duties by November 1, the committee Chair shall ask the appointing body to
486 provide a substitute Peer to complete the necessary duties by no later than
487 December 1. If any peer fails to complete his/her duties by December 1, the
488 evaluation will continue without participation of that Peer.

489 490 6.6 Evaluation Process for Tenured Unit Members

491
492 Frequency of Evaluation, Composition of the Evaluation Committee, Chair, and Peer
493 Responsibilities, Final Summary Meeting

494 495 6.6.1 Frequency of Evaluation for Tenured Unit Members

496
497 6.6.1.1 Each tenured Unit Member must be evaluated once every third year. At
498 the discretion of the Evaluation Committee, the evaluation shall be
499 conducted and completed in either the fall or spring semester. The
500 decision for a fall or spring semester evaluation shall be made during the
501 initial meeting no later than October 15.

502
503 6.6.1.2 Unit Members who receive a "needs improvement" evaluation may be
504 evaluated every year until a satisfactory evaluation is achieved or, at the
505 recommendation of the evaluation committee, the process may be
506 continued in the spring semester (see Article 6.6.4.2.6).

507

508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557

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.

558 6.6.3.1.4 The Chair evaluator shall meet individually with the evaluatee
559 and share his/her impression resulting from the classroom
560 visits or non-instructional assignments. After the Chair
561 evaluator and evaluatee conclude their discussions, each will
562 sign the IE 1 Form (Exhibit D.3) and the Evaluation Committee
563 Chair will place in the temporary evaluation file.
564

565 6.6.3.1.5 If the committee Chair fails to complete the initial classroom
566 observation by November 15, the observation will be
567 conducted by the College President or his/her academic
568 administrator designee.
569

570 For Unit Members being evaluated in the spring semester, the
571 Chair evaluation may be completed as late as April 20.
572

573 6.6.3.2 Responsibilities of the Peer Evaluator for Tenured Unit Member
574

575 6.6.3.2.1 The Peer evaluator shall attend all meetings called by the
576 Chair or scheduled by the committee and conduct themselves
577 in a manner to keep all outcomes and proceedings of the
578 committee confidential. The evaluatee should supply the Peer
579 evaluators with a list of all additional professional activities in
580 addition to teaching and non-teaching assignments so that the
581 evaluators may include these items on the IE1 Form (Exhibit
582 D.3). These items may include advisor or committee
583 participation, high school contacts, fund raising, participation
584 on college committees and any other outside activities that
585 further enhances the partnership between the District and
586 community.
587

588 6.6.3.2.2 The Peer evaluator shall make in-class (or assignment) and
589 out-of-class observations (see Article 6.10 Items of
590 Evaluation) and record his/her impressions on an IE 1 Form
591 (Exhibit D.3). Such visits shall be of length sufficient to enable
592 the peer evaluator to form a valid impression of the
593 performance of the evaluatee.
594

595 For an online observation, the Peer evaluator shall record
596 impressions on an IE 1 Form (Exhibit D.3). An online
597 observation shall be arranged between the Peer evaluator
598 and the evaluatee. The length of the observation shall be
599 sufficient to enable the peer evaluator to form a valid
600 impression of the performance of the evaluatee.
601

602 6.6.3.2.3 For in-class observations, the Peer evaluator shall consult
603 with the evaluatee regarding appropriate dates and times to
604 administer the Instructor Rating Sheet (Exhibit D.1) to in-class
605 and online students.
606

607 6.6.3.2.3.1 After reading the generic statement of directions
608 for the completion of the Instructor Rating Sheet

609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658

(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.

- 710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
- 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.

761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811

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

812 immediately to the appropriate
813 College President or his/her
814 academic administrator
815 designee. The President or
816 his/her designee will send the
817 temporary evaluation file to the
818 Chief Human Resources Officer.
819

820 6.6.4.2.7 Summary evaluations shall be initially completed by
821 December 15 unless there has been a determination to
822 continue the evaluation process into the spring semester as
823 per 6.6.1.1.
824

825 A supplementary Evaluation Cover Sheet (Exhibit D.3) will be
826 prepared by February 15 for interim observations where facts
827 substantially change and/or where the previous evaluation
828 indicated possible termination or disciplinary
829 recommendations.
830

831 6.6.4.2.8 When the evaluatee is assigned both to teaching and non-
832 teaching duties, he/she may be evaluated both as a teaching
833 and as a non-teaching Unit Member by assigning some of the
834 evaluation committee to evaluate teaching and others on the
835 evaluation committee to evaluate non-teaching duties. The
836 evaluation conclusions from both will be expressed on a
837 single Evaluation Cover Sheet (Exhibit D.3).
838

839 6.6.4.2.9 The same calendar and procedures, which are used for the
840 tenured teaching Unit Members, will be used for tenured non-
841 teaching Unit Members.
842

843 6.7 Evaluation of Categorical Unit Members (exclusive of EOPS and DSPS)

844 Frequency of Evaluation, Composition of the Evaluation Committee,
845 Chair, and Peer Responsibilities
846

847
848 6.7.1 Frequency of Evaluation for Categorical Unit Members
849

850 6.7.1.1 In their first four years of employment, non-tenured, categorically funded
851 Unit Members shall be evaluated as frequently as non-tenured Unit
852 Members (see Article 6.5.1).
853

854 6.7.1.2 Further evaluation shall occur in each third year following and shall be
855 conducted as frequently as for tenured Unit Members (see Article
856 6.6.1.1).
857

858 6.7.2 Composition of the Evaluation Committees for Categorical Unit Members
859

860 6.7.2.1 In their first four years of employment, non-tenured, categorically funded
861 Unit Members shall be evaluated by committees composed according to
862 the guidelines used for non- tenured Unit Members (see Article 6.5.2).

863
864 6.7.2.2. Further evaluation shall occur in each third year following and shall employ
865 the same process and committee composition as for tenured Unit
866 Members (see Article 6.6.2).

867
868 6.7.3 Chair and Peer Evaluator Responsibilities for Categorical Unit Members
869

870 6.7.3.1 For the evaluation of Categorical Unit Members with less than four years
871 of service, the responsibilities of the Chair and Peer evaluators shall be
872 the same as those provided for non-tenured Unit Members in Article
873 6.5.3.

874
875 6.7.3.2 For the evaluation of Categorical Unit Members with more than four years
876 of service, the responsibilities of the Chair and Peer evaluators shall be
877 the same as those provided for tenured Unit Members in Articles 6.6.3.
878

879 6.8 Evaluation documents shall include the following for each Unit Member evaluatee:
880

881 6.8.1 Faculty Evaluation Form IE 1 (Exhibit D.4) - Used by all Peer evaluators and
882 administrators to record classroom visits or related activity serving the evaluation
883 process. Written statements on this form shall address the six (6) items of
884 evaluation stated on the form and the form shall be signed by both the person
885 preparing the form as well as the evaluatee. The comments on the form shall
886 address the results of the classroom visit and the wider performance of the
887 evaluatee in meeting the responsibilities of his/her position.
888

889 6.8.2 Instructor Rating Sheet (Exhibit D.1) - Instructor Rating Sheet that shall be
890 distributed to students to survey their impressions of the performance of the
891 evaluatee. Student comments are to be written on the back side of the form.
892 Counselor Survey Form used for counselors. The Instructor Rating Sheet for
893 Online Courses (Exhibit D.1.2) shall be utilized for online student evaluations
894 (reference articles 6.5.3.2.3.2 and 6.6.3.2.3.2). The Instructor Rating Sheets
895 (Exhibit D.1) shall serve as the basic guide to evaluation of the six (6) mandatory
896 items of evaluation (see Article 6.10).
897

898 6.8.3 Typed student comments – Student written comments on the Instructor Rating
899 Sheet or Counselor Survey Forms are to be typed verbatim by the Peer evaluator
900 selected by the evaluatee on separate pages.
901

902 6.8.4 Instructor Rating Sheets and Counselor Survey Tally Forms – The student
903 responses for each item on the Instructor Rating Sheets and Counselor Survey
904 Forms are to be tallied by each class and recorded on a single blank Instructor
905 Rating Sheets or Counselor Survey form by the Peer evaluator selected by the
906 evaluatee.
907

908 6.8.5 Any approved Alternative Forms for the Instructor Rating Sheet which might be
909 used for collecting impressions of students or others that are used in the evaluation
910 of non-tenured or tenured Unit Members shall be mutually agreed upon by the non-
911 tenured or tenured Unit Members within the same division, department, related
912 discipline or faculty service area and the appropriate supervisor. The forms will be
913 used for courses within the division, department, or related discipline. Such

914 agreement may include specification of which courses require oral administration
915 of the form or use of an ESL or sign language interpreter who is not the evaluatee.
916

917 6.8.6 Evaluation Cover Sheet (Exhibit D.4) – Certify the completion of all required
918 evaluation activities by the Evaluation Committee, state the committee’s composite
919 perspective based on information contained and documented in the forms Faculty
920 Evaluation Form (Exhibit D.4) and Instructor Rating Sheet (Exhibit D.1), and signed
921 by all members of the committee. The form will indicate whether or not the
922 performance of the Unit Member is satisfactory or unsatisfactory in meeting all
923 aspects of the assigned responsibilities of the position occupied by the evaluatee,
924 whether teaching, non-teaching, or a combination of these. The Evaluation Cover
925 Sheet for Tenure Track Faculty is to be used for non-tenured (contract) Unit
926 Members, the Evaluation Cover Sheet for Tenured Faculty is to be used for
927 tenured (regular) Unit Members and the Evaluation Cover Sheet for Temporary
928 Faculty is to be used for categorical (non-tenure-track) Unit Members. The IE 3 PT
929 (Exhibit D.5) Form is to be used for adjunct faculty.
930

931 6.8.7 Any alternative view statements generated and signed by the evaluatee or
932 evaluators which might arise out of the Final Summary Meeting of the Evaluation
933 Committee.
934

935 6.9 Distribution of forms will be as follows for Unit Member evaluations:
936

937 6.9.1 Evaluatee will receive the copies of the Faculty Evaluation Form (or agreed-to
938 alternative forms), copies of the Instructor Rating Sheet, copies of the typed
939 comments from the Instructor Rating Sheet, a copy of the Evaluation Cover Sheet,
940 and, if the Evaluation Cover Sheet is not agreed to unanimously by the committee
941 members, any copies of dissenting statements/forms/rebuttals.
942

943 6.9.2 The Temporary Evaluation File will contain originals of any Faculty Evaluation
944 Form (or agreed to alternative forms), the original tally forms for the Instructor
945 Rating Sheets or Counselor Survey Forms; original typed comments from the
946 Instructor Rating Sheets or Counselor Survey Forms; the original Evaluation Cover
947 Sheets; and if the Evaluation Cover Sheet is not agreed to unanimously by the
948 committee members, any original dissenting statements/forms/rebuttals.
949

950 6.9.3 Except for tenured Unit Members being evaluated in the spring semester, the
951 Temporary Evaluation File will be completed prior to the end of the fall semester
952 and forwarded immediately to the appropriate College President or his/her
953 academic administrator designee and will contain a recommendation to re-employ
954 or not to re-employ the evaluatee. If the Evaluation Committee determines that the
955 evaluation process should be continued during the spring semester, this will be
956 stated on the Evaluation Cover Sheet, which will also state the recommendations
957 to the evaluatee for needed improvement of his/her performance. (See Articles
958 6.5.4.8 and 6.6.4.2.6). The Evaluation Committee will continue in operation and
959 the chair will keep a copy of the temporary evaluation file for use by the committee
960 during the spring semester.
961

962 6.9.4 Upon completion of the evaluation process in either the fall or the spring semester,
963 the temporary evaluation file will be surrendered to the Chief Human Resources
964 Officer and shredded.

- 965
966 6.10 Items of Evaluation - The following factors shall be considered in every evaluation of a
967 Unit Member:
968
969 6.10.1 Effectiveness of instruction/student services
970
971 6.10.2 Techniques of instruction/skill in accomplishing contract responsibilities/
972 assignments
973
974 6.10.3 Expertise in subject matter/skill in contract assignment
975
976 6.10.4 Participation in professional responsibilities and other internal and external
977 professional activities that further the image and growth of the college; e.g.,
978 participation on college committees, program review, student activity advisement,
979 etc. (refer to Article 7.1.5).
980
981 6.10.5 Acceptance of responsibility
982
983 6.10.6 Effectiveness of communication.
984
985 6.11 Procedures and Compensation for Evaluation of Part-Time (hourly) Academic Employees
986
987 6.11.1 At the beginning of each academic year, full-time tenured divisional Unit Members
988 shall select a pool of peer evaluators representing the departments, faculty service
989 areas or disciplines within that division for the purpose of evaluating part-time
990 (hourly) faculty members.
991
992 In the event a department lacks a sufficient number of full-time tenured Unit
993 Members who agree to perform the part-time evaluations, any full- time Unit
994 Member who has completed at least two (2) years of full-time employment with the
995 District (75 percent or more) and who has been approved by the Board as a third-
996 year employee may perform part-time evaluations.
997
998 6.11.2 If sufficient names of peer evaluators are not forthcoming by September 15 for fall
999 semester evaluations and by February 15 for spring semester evaluations, the
1000 administration will notify the Association of that fact and request assistance in
1001 getting sufficient names.
1002
1003 6.11.3 If there are still not sufficient names of peer evaluators by October 1 for fall
1004 semester evaluations and by March 1 for spring semester evaluations, the
1005 administration may select as peer evaluators any tenured Unit Members who have
1006 volunteered and who are acceptable to the administration.
1007
1008 6.11.4 Peer evaluators shall be paid \$300 or shall receive six (6) hours of flex credit per
1009 evaluatee and shall notify the District which option will be used before the
1010 evaluation begins. The evaluation and agreement must be turned in to Office of
1011 Human Resources before either a payment will be made or flex will be credited to
1012 the Unit Member.
1013
1014 6.11.5 The peer evaluator shall make a thorough, professional evaluation of the
1015 evaluatee, and shall prepare all necessary documents using the proper forms.

1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041

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.

Signed and entered into this _____ day of _____, 2022.

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

TENTATIVE AGREEMENT

**FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT
TO THE
YUBA COMMUNITY COLLEGE DISTRICT**

March 25, 2022

The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

ARTICLE 10.0 – DISTANCE EDUCATION

10.1 Philosophy

The purpose of Distance 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. Distance Education supplements the existing curriculum and also allows students living outside of the District the opportunity to take YCCD courses.

There is no difference between face-to-face classes and Distance education classes other than the method of delivery. All of the rights, freedoms, limitations, and responsibilities applicable to traditional classrooms are applicable to distance learning.

10.2 Definitions

Distance Education is defined as instruction in which the instructor and student are separated by time and/or distance and interact with the assistance of technology.

10.2.1 “Online with Flexible In-Person Component,” “Partially Online/Hybrid,” and “Broadcast/Point-to-Point”

10.2.1.1 Online with Flexible In-Person Component: Online, asynchronous course with in-person/proctored assessment/activities at a flexible time and place

10.2.1.2 Partially Online/Hybrid: A course that replaces some, but not all, face-to-face or online synchronous class time with asynchronous online instruction

10.2.1.3 Broadcast/Point-to-Point: A course offered synchronously through 2-way interactive/point-to-point instruction

10.2.1.4 A “Telelecture,” “Online with Flexible In-Person Component,” “Partially Online/Hybrid,” and “Broadcast/Point-to-Point” 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

43 ~~(e.g., broadcast, ITV, point to point).~~ This telelecture interaction is
44 synchronous (i.e. live, real-time) and may be asynchronous (through the
45 LMS i.e. bulletin board, email, voice mail) and uses television,
46 compressed video, streaming video, podcasting, computer, other
47 telecommunications technology, or combinations thereof to engage in
48 effective teaching and learning. These modes of teaching ~~A telelecture~~
49 requires Regular Effective Contact between the Unit Member and student
50 as defined by Title 5 Section 5211.

51 For these classes ~~For telelecture courses~~ (as defined in 10.2.1) the Unit
52 Member shall be compensated by regular unit load or by payment on the
53 hourly EP salary schedule plus \$750 as an additional stipend (for a 3-unit
54 course). This amount will be prorated for classes courses with different load
55 units.
56

57 10.2.2 “Fully Online” instruction is defined as a course in which 100% of the
58 instruction and interaction between instructor and student is delivered online
59 asynchronously. as used in this Agreement, shall refer to all educational
60 methods wherein a Unit Member is teaching only to students at a distance, and
61 where interaction (either synchronous or asynchronous) is through the use of
62 a computer and other telecommunications technology, to engage in effective
63 teaching and learning. Online instruction requires Regular Effective Contact
64 between the Unit Member and student as defined by Title 5 Section 5211.

65 For fully online courses (as defined in 10.2.2) the Unit Member shall be
66 compensated by regular unit load or by payment on the hourly EP salary schedule
67 plus \$750 as an additional stipend for the first time an individual offers a new course
68 online. For courses that have both a lecture and lab component, the Unit
69 Member will be compensated an additional stipend of \$250.

70 10.2.3 “Telepackage,” as used in this Agreement, shall refer to all educational
71 methods wherein a Unit Member uses a commercially produced package of
72 course materials with a specific set of objectives related to a particular course.
73 The Unit Member teaches only to students at a distance and where interaction
74 (asynchronous) is through the use of a computer and other
75 telecommunications technology to engage in teaching and learning.
76 Telepackages are licensed or leased through consortia, and may contain
77 additional costs and student fees. Telepackages require Regular Effective
78 Contact between the Unit Member and student as defined by Title 5 Section
79 5211.

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

84 • 3 unit telepackage up to 60 students \$1,275

85 • 3 unit telepackage 61 students and above \$1,700

86 10.3 Policies

87 10.3.1 Established curriculum development procedures for new courses shall be used to
88 ~~ensure insure District-wide~~ full-time departmental faculty involvement in the
89 development and quality of Distance-distributive Eeducation.

90 10.3.2 Online classes shall be staffed and scheduled in the same manner and
91 according to the same contractual provisions as face-to-face classes. Selection
92 of distributive education instructors through the same procedures shall be
93 used to determine all instructional assignments.

94 10.3.3 Not all courses ~~may be appropriate for Distance~~ are appropriate for
95 distributive eEducation delivery. Each course must be developed and reviewed
96 through the current course approval process ~~by the District-wide departmental~~
97 faculty in consultation with the District-wide departmental Dean. Quality of
98 instruction should be the major determinant to offer a Distancedistributive
99 Education course, and high quality of education must be maintained regardless of
100 the method of delivery.

101 10.3.4 It is the intent of the District to provide quality DistanceDistributive Education for
102 use within the District. The materials created by Unit Members for
103 DistanceDistributive Education courses shall be treated in exactly the same
104 fashion as materials by Unit Members for traditional courses. Thus, the District
105 ~~shall not does not intend to~~ pursue the production of DistanceDistributive
106 Education courses for sale to other educational or outside entities.

107 10.3.45 The course cap for any DistanceDistributive Education course shall be set in
108 accordance with Article 9.

109 10.3.5 Unit Members shall be notified in advance and informed of the purpose if
110 District or college personnel desire to enter an online classroom. Unit
111 Members who teach online have the same privacy expectations, rights, and
112 responsibilities as Unit Members who teach in person.

113 10.3.6 The District shall provide necessary equipment and training, logistical,
114 instructional, and technical support to Unit Members with Distance Education
115 assignments. If required training is not available from the colleges or District,
116 the District shall compensate the Unit Member for all such training costs.
117

118 10.4 Teaching Assignment

119 10.4.1 The decision regarding whether or not to accept a Distance Education
120 assignment shall be at the sole discretion of the Unit Member. Unit Members
121 will not be sanctioned or adversely evaluated in any way for refusing a
122 Distance Education assignment. In general a Unit Member who does not wish
123 to teach in the distributive education mode will not be required to accept such
124 assignment.

125 10.4.2 Unit Members shall have first priority for developing and teaching any
126 DistanceDistributive Education course. This applies to courses taught as part of
127 contract load or EP.

128 10.4.3 Up to No more than 10060% of a Unit Member’s contract load in any one semester
129 may will be fully online (as defined in 10.2.2). In the event of an emergency
130 declaration by state or local authorities, a Unit Member may teach 100% of
131 their contract load fully online.

132 **10.5** Rights to Ownership of DistanceDistributive Education Materials and Courses
133 Produced at the District.

134 The course materials produced for DistanceDistributive Education are solelyjointly
135 owned by the Unit Member and the District. The District’s ownership is limited to the
136 generated course materials produced for Distance Education. Once Distributive
137 Education materials are used for a class, the The District does not have the right to offer
138 for credit or use the produced course or the materials without the consent of the Unit
139 Member. The Unit Member shall become the sole owner by reimbursing the District
140 for the actual production costs of the generated course based on rates established
141 prior to the production. A Unit Member’s salary is not a cost of production as it
142 relates to the Unit Member’s ownership.

143 **10.6** Rights to Ownership of Distributive Education Courses.

144 10.6.1 Telelecture – A telelecture is intended to be a one-semester event. The
145 videotapes of the telelecture shall not be used by the District without written
146 consent of the Unit Member after the course terminates.

147 10.6.2 Faculty Produced Telepackage – The videotapes of the lecture portion of the
148 telepackage shall not be used by the District as stated in 10.5.

149 10.6.3 Online Courses – Online course content developed by the Unit Member shall
150 not be used by the District as stated in 10.5.

152 **10.6** In order to teach courses online, members must submit one course for validation
153 review. Once a course is validated, members shall have the right to teach any course
154 online.

156 **10.7** All certified validators/reviewers shall receive a stipend of \$250 for each
157 complete online class they review.

159 Signed and entered into this _____ day of _____, 2022.

161 For FAYCCD:

For YCCD:

162 _____
163 _____
164 _____
165 _____
166 _____
167 _____
168 _____
169 _____
170 _____

