

# BYLAWS

## Of

### The Yosemite Faculty Association (YFA)

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#### 1. NAME AND LOCATION

The name of this Association shall be the *Yosemite Faculty Association* in Stanislaus, Tuolumne, Calaveras, Merced, San Joaquin, and Santa Clara Counties.

#### 2. PURPOSES

The primary purposes of this Association are to:

##### 2.1 **Represent Members**

To be the exclusive representative for its members and to represent them in their relations with their employer in all matters relating to employment conditions and employer-employee relations including, but not limited to wages, hours, and other terms and conditions of employment.

##### 2.2 **Form Representative Body**

To form a representative body capable of developing group opinion on professional matters to speak with authority for faculty.

##### 2.3 **Study and Act on Profession**

To provide an opportunity for continuous study and action on problems of the profession.

##### 2.4 **Promote Ethical Conduct**

To promote professional attitudes and ethical conduct among its Members.

##### 2.5 **Encourage Cooperation Between Profession and Community**

To encourage cooperation and communication between the profession and the community.

##### 2.6 **Foster Good Fellowship**

To foster good fellowship among members.

#### 3. MEMBERSHIP

##### 3.1 **Granting Membership**

Membership will be granted upon filing of the dues payroll deduction authorization form appropriate to the class of membership, delineated in section 4, prior to December 31. Full-time faculty members paying the Fair Share Service Fee and part-time faculty members paying only the part-time Representation Service Fee shall not be considered Association members.

- 3.2 Membership**  
Membership shall be open to any person who is engaged in or who is on limited leave of absence from professional educational work in the *Yosemite Community College District* and whose primary assignment is such as not to hold supervisory responsibility over other certificated employees to such an extent as not to be represented in the negotiations process by the faculty bargaining unit.
- 3.3 Right to Vote and Hold Elective Office**  
The right to vote and to hold elective office shall be limited to members.
- 3.4 Membership Services**  
All members shall be eligible to receive special services, to obtain assistance in the protection of professional and civil rights, and to receive reports and publications of the Association.
- 3.5 Negotiator for Public School Ineligible**  
An individual who is serving as a negotiator for a public school employer shall not be eligible for membership in the Association.
- 3.6 Commitment to *The Statement on Professional Ethics***  
Members shall adhere to *The Statement on Professional Ethics*. (YFA Contract Appendix C-2)
- 3.7 Non-Discrimination**  
The rights to and privileges of membership shall not be abridged in any way because of age, sex, race, color, ethnic group, national origin, or sexual orientation.
- 3.8 Due Process for Disciplinary Action**  
No member of the Association may be disciplined without a due process hearing which shall include the established appellate procedure.
- 3.9 Membership Year**  
The membership year shall be that period of time from July 1st of any given calendar year through June 30th of the following calendar year, inclusive.

#### **4. DUES, FEES, AND ASSESSMENTS**

- 4.1 Categories of Dues and Fees**  
There are four different assessments, corresponding to four different categories of faculty members:
- 4.1.1 Full-Time Annual Dues**  
Full-time annual dues will be automatically deducted, on a ten-month basis, by the YCCD Payroll Department for all full-time members of the Association.
- 4.1.2 Full-Time Fair Share Service Fee**  
An amount equal to the full-time annual dues will be automatically deducted, on a ten-month basis, by the YCCD Payroll Department for all full-time faculty members who choose not to become members of the Association. Faculty members choosing to pay the Fair Share Service Fee, upon completion of the annual audit of the Association, may

apply for a refund of all non-chargeable expenses, prorated as a percent of the Fee paid. *Faculty members paying the Fair Share Service Fee are not considered members of the Association.*

#### **4.1.3 Part-Time Prorated Dues**

Part-time faculty become members of the Association by paying dues during each regular semester of service (Fall and/or Spring) equal to their percent of load multiplied by the full-time annual dues and divided by two (for the two terms).

#### **4.1.4 Part-Time Representation Service Fee**

Part-time faculty who do not become members of the Association will be assessed a Part-time Representation Service Fee for services performed on their behalf by the Association. *Part-time faculty paying only the Part-time Representation Service Fee are not considered members of the Association.*

#### **4.2 Minimum for Operating Expenses**

The Full-time Annual Dues level for members and the Part-time Representation Service Fee for Part-time non-members represented by the bargaining unit shall be sufficient to cover the operating expenses of the Association. These dues amounts shall be reviewed every three years at minimum.

#### **4.3 Establishment of Association Dues and Representation**

Full-time Annual Dues level for members and the Part-time Representation Service Fee for non-members shall be established by the membership of the Association by secret ballot.

#### **4.4 Delinquent Membership**

Membership shall be continuous after initial enrollment until a change in professional status shall make the member ineligible for that class or category. If a full-time faculty person chooses to opt out of faculty association membership, it is the responsibility of said full-time faculty person to inform the Secretary of the Association, in writing, that their dues are to be considered a Fair Share Service Charge. Upon such notification, their automatic payroll deduction shall be considered a Fair Share Service Fee subject to refund (see 4.1.2 Fair Share Service Fee). That person shall then not be considered a member of the Association.

### **5. POLICY-MAKING BODY**

#### **5.1 Representative Council**

The policy-making body of the Association shall be a Representative Council. The Representative Council, comprising members of the Association, derives its powers from and shall be responsible to the membership.

#### **5.2 Composition of Representative Council**

The Representative Council shall be composed of the following members:

- (a) Executive Board, ex officio;
- (b) Full-time Faculty Representatives;
- (c) Part-time Faculty Representatives At-Large, non-voting;
- (d) Faculty Consultant, ex officio, non-voting;

**5.3 Duties of Representative Council**

The Representative Council shall

**5.3.1 Establish Association Policies and Objectives**

**5.3.2 Adopt Annual Budget**

Adopt the Annual Budget of the Association on or before the first meeting of the school year.

**5.3.3 Approve Establishment or Discontinuance of Committees**

Approve the establishment or discontinuance of committees as recommended by the Executive Board.

**5.3.4 Designate Committees as Appointed or Elected**

Designate committees as being appointed by the President with approval by the Executive Board or elected by the membership.

**5.3.5 Approve Standing Rules and Procedures**

Approve all standing rules and procedures. The vote shall be conducted by ballot of all members of the Representative Council. The vote of each Representative shall be recorded. An affirmative vote by a majority of the members shall be required for approval.

**5.3.6 Approve Stipends and Reassigned Time**

Approve recommendations from Executive Board in regards to setting stipends or reassigned time for Executive Board Members, members of the Negotiation team, and others as necessary.

**5.3.7 Approve Release of Tentative Contract Agreement to the Membership for Ratification**

**5.3.8 Approve Appointment or Removal of Members of Bargaining Committee**

Approve the appointment or removal of members of the Bargaining Committee as recommended by the Executive Board. Removal of a member of the Bargaining Committee shall require a two-thirds (2/3) vote of the Representative Council.

**5.4 Recall of Committee Members**

The Representative Council may recall the Chairperson or any member of a committee by two-thirds (2/3) vote of the members of the Representative Council. Such vote shall be conducted by secret ballot and every Representative shall be provided a ballot.

**5.5 Minimum Number and Scheduling of Meetings**

The Representative Council shall meet at least once during September through April of the academic year. The date, place, and time of meetings are to be decided by the Executive Board.

**5.6 Special Meetings**

Special meetings of the Representative Council may be called by the President, the Executive Board, or by the petition of twenty percent (20%) of the membership of the Representative Council.

**5.7 Purpose of Special Meetings**

Special meetings of the Representative Council shall be called for a specific purpose and no business other than that for which the meeting is called may be transacted.

**5.8 Notices and Agendas for Representative Council Meetings**

Notices and agendas for all meetings of the Representative Council shall be sent to all members of the Representative Council at least two (2) days prior to the date of the meeting.

**5.9 Emergency Meetings**

For emergency meetings of the Representative Council during crisis situations, the Secretary of the Association shall notify all Representatives as to the place, date, and time of the emergency meeting.

**5.10 Quorum**

A quorum for all meetings of the Representative Council shall consist of a simple majority of its membership.

**5.11 Term of Office – Faculty Representatives**

Members of the Representative Council shall serve a term of two (2) years. The terms shall be staggered so that one-half (½) of the membership shall be elected each year. A Division/Area with more than one Representative may stagger their representation.

**6. FACULTY REPRESENTATIVES**

**6.1 Composition of Faculty Representative Council**

**6.1.1 From Columbia College:**

**6.1.1.1 Number of Representatives**

One (1) Representative for every thirty (30) full-time faculty members or part thereof, e.g., 1-30, one (1) Representative; 31-60, two (2) Representatives; 61-90, three (3) Representatives, etc., and one Part-time At-Large Representative.

**6.1.1.2 Columbia College Representatives**

<b>Elected in March of Odd-Numbered Years</b>	<b>Elected in March of Even-Numbered Years</b>
Columbia College Full-Time Representative (B)	Columbia College Full-Time Representative (A)
Part-time At-Large Representative	

**6.1.2 From Modesto Junior College**

**6.1.2.1 Number of Representatives**

One (1) Representative for every thirty (30) full-time faculty members or part thereof within each Division/Area listed below, e.g., 1-30, one (1) Representative; 31-60, two (2) Representatives; 61-90, three (3) Representatives, etc., and one Part-time At-Large Representative.

**6.1.2.2 Modesto Junior College Representatives**

<b>Elected in March of Odd-Numbered Years</b>	<b>Elected in March of Even-Numbered Years</b>
Allied Health	Agriculture & Environmental Sciences
Family & Consumer Sciences	Arts, Humanities, & Communications
Behavioral & Social Sciences	Business
Library	Physical, Recreation, & Health Education
Literature and Language Arts ( <b>Rep A</b> )	Literature and Language Arts ( <b>Rep.B</b> )
Science, Mathematics, & Engineering – <b>Mathematics</b>	Science, Mathematics, & Engineering – Science & <b>Engineering</b>
Special Programs (EOPS, DSPS)	Student Services/Counseling
Technical Education	Part-time-at-Large Representative

**6.2 All Faculty Entitled to a Faculty Representative**

Each faculty member shall be entitled to a faculty Representative. Members who are not represented by a standard division/area shall be counted as a special faculty group entitled to representation on the Representative Council. Faculty who do not have an explicitly assigned representative in Section 6.1 will be assigned, by the Executive Board, the representative deemed most appropriate in the given case. This Faculty Representative will then make every effort to effectively represent his or her new constituent.

**6.3 Restructuring the Representative Council**

The Representative Council may be restructured in the following ways:

**6.3.1 By Petition of Membership**

By petition of forty percent (40%) of the membership, a restructuring plan shall be brought to a vote of the membership.

**6.3.2 By Recommendation of the Representative Council**

The Representative Council by two-thirds (2/3) vote of a quorum may present a restructuring plan to the membership for a vote.

**6.3.3 By Recommendation of the Executive Board**

The Executive Board by a two-thirds (2/3) vote of a quorum may present a restructuring plan to the membership for a vote.

**6.3.4 Vote of Membership Required**

Approval of any restructuring plan shall require a vote of two-thirds (2/3) of the membership voting. The vote shall be conducted by secret ballot.

**6.4 Duties of Faculty Representatives**

Faculty Representatives shall:

**6.4.1 Maintain Constant and Ongoing Liaison with Divisions/Areas**

Conduct constant and ongoing liaison between the Representative Council and the members of their Division/Area.

**6.4.2 Be the Official Channel for Quick Communication**

Serve as the official channel through which communications and publications can be easily and quickly transmitted between the Association and the members.

**6.4.3 Represent Views of Membership of Their Division/Area via Polls of Membership**

Represent the views and comments of the membership of the faculty in votes taken in the Representative Council, conducting frequent and regular polls of such membership for this purpose.

**6.4.4 Perform Additional Duties Prescribed by the Executive Board**

Perform such additional duties as prescribed by the Executive Board.

**7. OFFICERS**

**7.1 Officers Specified**

The officers of the Association shall be a President, a Vice President for Columbia College, and a Vice President for Modesto Junior College, a Secretary, and a Treasurer.

**7.2 Qualifications**

These officers shall be and remain currently paid-up members of the Association as a condition for nomination to and service in their respective positions during their terms of office.

**7.3 Responsibility to Represent Faculty in Bargaining Unit**

It shall be the responsibility of the Association officers to represent the interests of the entire bargaining unit in carrying out their duties.

**7.4 Terms of Officers**

An officer shall be elected for a term of two (2) years.

**7.4.1** Terms begin on May 1.

#### **7.4.2 Terms are Staggered**

The terms shall be staggered. The President, Vice President for Columbia, and the Treasurer shall be elected in March of odd-numbered years. The Vice President for Modesto and the Secretary shall be elected in March of even-numbered years.

#### **7.5 Vacancy**

A vacancy shall be deemed to exist in the case of death, resignation, or inability to serve in any of the offices of the Association. (See Section 11.9)

#### **7.6 The President Shall**

The President shall be the Chief Executive Officer of the Association and its policy leader. The President shall:

##### **7.6.1 Preside Over Association, Representative Council, and Board Meetings**

Preside at all meetings of the Faculty, the Association, the Representative Council, and the Executive Board.

##### **7.6.2 Prepare the Agenda for Association, Representative Council, and Board Meetings**

Prepare the agenda for the meetings of the Faculty, the Association, the Representative Council, and the Executive Board.

##### **7.6.3 Be the Official Spokesperson for the Association**

The President shall:

Serve on the following:

MJC College Council

YCCD District Council

Workload Appeals Committee

Employee/Employer Relations (EER) Committee meetings

Attend the following:

Board of Trustees meetings

Lead:

YFA Office Hours or General Meeting once per semester at Columbia College.

Other responsibilities may include:

Establishing standing meetings with the Columbia College and MJC Presidents and the YCCD Chancellor.

Attending meetings of the Bay Area Faculty Association (BFA) and the California Community College Independents (CCCI)

##### **7.6.4 Know Governance Documents**

Be familiar with the governance documents of the Association.



**7.6.5 Appoint Committee Chairpersons and Members**

Appoint all Chairpersons and members of appointed committees and the Bargaining Committee with the approval of both the Executive Board and the Representative Council.

**7.6.6 Sign Checks**

Co-sign checks drawn upon the treasury. (YFA checks require the signature of two of the following officers: President, First Vice President, and Treasurer.)

**7.6.7 Call Meetings of Faculty, Association, Representative Council, and Board**

Call meetings of the Faculty, the Association, the Representative Council, and the Executive Board.

**7.6.8 Suggest Policies for and be Held Responsible for Work of the Association**

Suggest policies, plans, and activities for the Association and be held responsible for the progress and work of the Association.

**7.7 The Vice Presidents Shall**

**7.7.1 Serve as Assistant to the President**

**7.7.2 Serve as the Primary Grievance Officer for their Respective Campuses**

**7.7.3 Be Responsible for YFA Representation on the Academic Calendar Committee, Workload Appeals Committee, and Employee/Employer (EER) Committee meetings.**

**7.7.4 The Vice President for Columbia Serves as the YFA Representative to the Columbia College Council**

**7.7.5 The Vice President for MJC Serves as the Whistleblower officer  
The Vice President for Columbia College will be the alternate.**

**7.7.6. The First Vice President Shall**

**7.7.6.1 Serve in the Absence of the President**

The first Vice President is elected by the Executive Board at the first Fall meeting of the school year and shall assume the duties of the President in the absence of the President.

**7.7.6.2 Sign Checks**

Co-signs checks drawn upon the treasury. (YFA checks require the signature of two of the following officers: President, First Vice President, and Treasurer.)

**7.8 The Secretary Shall:**

**7.8.1 Assist the YFA Executive Secretary in Maintaining Accurate Records of Association, Representative Council, and Board Meetings**

Ensures that a careful and accurate record of proceedings, whether a regular or special meeting of the YFA Representative Council, is being kept.

### **7.8.2 Maintain Membership Dues Rosters**

Coordinate with the YFA Treasurer, the YCCD Payroll Department, and YCCD IT office to maintain a roster of those who have paid their annual dues (see Section 4.3). Generate automated membership dues rosters as needed.

### **7.8.3 Generate Mailing Labels for YFA Elections and Ratifications**

Utilize the automated membership roster program to generate mailing labels as directed by the YFA Executive Secretary.

### **7.8.4 Maintain a YFA Website**

Ensure the accuracy and timeliness of the YFA website by posting all pertinent documents as they become available.

### **7.8.5 Oversee Publication of the YFA Newsletters**

## **7.9 The Treasurer shall**

### **7.9.1 Receive and be Responsible for All Funds**

Receive all funds belonging to the Association and be responsible for their safekeeping and accounting. Oversee various checking, savings and CD accounts.

### **7.9.2 Pay Out Funds and Sign Checks**

Pay out such funds upon orders of the President. Co-sign checks drawn upon the treasury. (YFA checks require the signature of two of the following officers: President, First Vice President, and Treasurer.)

### **7.9.3 Prepare Written Financial Reports**

Prepare a written financial report for each regular meeting of the Representative Council and Executive Board. Prepare and maintain YFA budget, present to the Executive Board and Representative Council for approval and provide updates. Present bank reconciliations to the Executive Board on a monthly basis.

### **7.9.4 Be Responsible for Audit**

Be responsible for an annual audit of the books of the Association and distribute a summary of this audit to the membership.

### **7.9.5 Submit Financial Reports**

Submit membership and financial reports to government agencies.

### **7.9.6 Be the Liaison to YFA Accountant**

Act as liaison/courier to accountant to arrange payment of bills, bank reconciliations, preparation of taxes, and annual audit.

## **8. EXECUTIVE BOARD**

### **8.1 Composition**

The Executive Board shall be composed of the following: the elected Officers, a Member-At-Large from Columbia College, two Members-At-Large from Modesto Junior College, the MJC College Council representative, and the immediate past President.

The YFA Budget Analyst and the Chairperson of the YFA Bargaining Committee shall be non-voting members appointed by and serving at the discretion of the YFA Executive Board. The Faculty Liaison to the Board of Trustees and the YFA PAC Chair will attend YFA Executive Board meetings at the discretion of the Board; however, these two positions should not be present during Grievance Committee discussions.

**8.1.1 The Budget Analyst shall**

Provide support for the President and Officers regarding issues surrounding the budget.

**8.1.2 Be Familiar with YCCD Budget Documents, Including Both colleges.**

**8.1.3 Prepare Budget and Financial Analysis and Presentations as Needed.**

**8.1.4 Participate in Negotiations as a Member of the Negotiations Team.**

**8.1.5 Attend the Following Meetings:**

YFA Executive Board (non-voting member)

YFA Representative Council (non-voting member)

MJC Resource Allocation Council (voting member)

YCCD District Council (voting member)

**8.2 Responsibility to Represent Faculty in Unit**

It shall be the responsibility of the Executive Board to represent the interests of the entire bargaining unit.

**8.3 Requirements for Nomination and Office**

All members of the Executive Board shall be and remain members of the Association as a condition for nomination to and service in this position.

**8.4 At-Large Terms of Office**

The At-Large members of the Board shall be elected for a term of two (2) years. Their terms of office shall begin on May 1 of the year elected. The At-Large members from Columbia and MJC/One shall be elected in March of odd-numbered years. The At-Large Member from MJC/Two shall be elected in March of even-numbered years.

**8.5 MJC College Council Representative Term of Office**

The MJC College Council Representative shall be elected for a term of two (2) years.

The terms of office shall begin on May 1 of the year elected. The MJC College Council Representative shall be elected in March of even-numbered years.

**8.6 Meetings of the Executive Board**

The Executive Board shall meet a minimum of one and recommended at least two Wednesdays per month September through April and at such other times as the President may deem necessary or upon written petition by a majority of the members of the Board.

**8.7 Duties of the Executive Board**

The duties of the Executive Board shall be to:

**8.7.1 Coordinate Association Activities**

**8.7.2 Act for the Representative Council**

Act on behalf of the Representative Council on issues requiring immediate attention when school is not in session and a quorum cannot be established.

**8.7.3 Process Grievances**

**8.7.4 Direct Bargaining Activities**

Direct the bargaining activities subject to policies set by the Representative Council.

**8.7.5 Appoint and Remove Bargaining Committee Chairperson and Members with Approval of the Representative Council**

**8.7.6 Recommend Budget for the Association to Representative Council**

**8.7.7 Elect a First Vice President**

Elect a first Vice President on or before their first regularly scheduled meeting of the year.

**8.7.8 Recommend Standing Rules of the Association**

Develop and recommend standing rules and procedures to the Representative Council for approval.

**8.7.9 Exercise Business and Organizational Powers**

Exercise all of the business and organizational powers and duties for the Association as prescribed by law and these Bylaws, subject to any restrictions which may be imposed by the Representative Council.

**8.7.10 Quorum**

A quorum for all meetings of the Executive Board shall consist of a simple majority of the members of the Board.

**9. BARGAINING COMMITTEE**

**9.1 Nomination and Approval**

The Bargaining Committee and such alternates as the Executive Board deems necessary shall be nominated by the President and approved by both the Executive Board and the Representative Council

**9.2 Chairperson Nomination and Approval**

The Chairperson of the Committee shall be nominated by the President and approved by the Executive Board. Under Interest Based Bargaining, a Chairperson may not be necessary.

**9.3 Standing Rules on Selection Procedures and Criteria**

**9.3.1. Term.** A member of the Bargaining Committee shall serve until the Membership ratifies the contract negotiated by the Bargaining Committee.

**9.3.2 Criteria.** The only criteria for appointment shall be the judgment of the President with the approval of both the Executive Board and the Representative Council.

**9.3.3 The Appointee Will:**

- (a) Serve the faculty as a whole, not the interests of a special group or Division.
- (b) Accept the direction of the President and the Executive Board.
- (c) Argue the faculty's case at the bargaining table in a reasonable and forceful manner.

**9.4 Vacancies**

Vacancies created by resignation or inability to serve shall be filled by members nominated by the Executive Board and approved by the Representative Council.

**9.5 Removal of Committee Members**

The Executive Board, by a two-thirds (2/3) majority, may remove a member of the Bargaining Committee (including the Chairperson) and appoint a replacement; however, removal of a member also requires approval by a two-thirds majority vote of the Representative Council.

**9.6 Duties**

The duties of the Bargaining Committee are to represent and bargain for the bargaining unit.

**9.7 Responsibility and Authority for Bargaining Process**

Responsibility and authority for directing the bargaining process on behalf of the Association is vested in the Executive Board, subject to policies established by the Representative Council and the membership.

**9.8 Survey of Faculty on Contract Demands**

Employees in the bargaining unit shall be surveyed to determine contents of the proposed contract demands, and the contract proposal shall be approved by the Executive Board and the Representative Council.

**9.9 Reporting to the Executive Board**

The Bargaining Committee shall report its activities to the Executive Board in such form and with such frequency as the Executive Board may require.

**9.10 Dissemination of Information Regarding Bargaining**

The Executive Board shall provide for the dissemination of information regarding bargaining and the activities of the Bargaining Committee to the general membership.

**9.11 Ratification of Tentative Agreements**

Agreements reached between the Yosemite Faculty Association Bargaining Committee and the Yosemite Community College District Board of Trustees or its Representatives shall be considered tentative and not binding upon the Association until such agreements have been ratified by the membership in the unit unless such ratification shall have been specifically waived or otherwise delegated by that membership.

**10. GRIEVANCES**

**10.1. Composition of the Grievance Committee**

The Executive Board shall serve as a Grievance Committee when conditions warrant.

**10.2 Responsibilities of the Grievance Committee**

The Grievance Committee shall be responsible for implementing the Association's grievance program. It shall provide Representatives to assist members of the bargaining unit in processing grievances. It shall represent the Association at grievance proceedings. It shall keep a record in the Association office of all grievances processed.

**10.3 Criteria Used to Recommend for or Against Arbitration**

The Committee shall use the following criteria in deciding to recommend for or against arbitration:

- (a) Does the Association have credible evidence and arguments to support its position?
- (b) Is there a reasonable chance of winning the case?
- (c) Is the cost worth the economic and political gains sought?
- (d) Is it incidental or precedential?
- (e) Does the Association have the resources to see it through?
- (f) Are serious political considerations involved?
- (g) Will the grievance achieve the goal sought?
- (h) Have all procedural steps been followed properly?

**11. NOMINATIONS, ELECTIONS, AND RATIFICATIONS**

**11.1 Eligibility**

Officers and other members of the Executive Board shall be elected by and from the membership of the Association.

**11.2 Eligibility Restrictions for Constituency Representation**

Nomination and election of the Vice Presidents, the At-Large Representatives, and the MJC College Council Representative shall be limited to the membership of their respective colleges or campuses.

**11.3 Election of Full-Time Faculty Representative Council Members**

Full-Time Faculty Representatives to the Faculty Representative Council shall be elected from the faculty members who are assigned to their respective Division/Area.

**11.4 Election of Part-time Representatives At-Large**

Part-time Representatives at-Large to the Faculty Representative Council shall be elected by Part-time faculty at each college, respectively.

**11.5 Nomination of Officers to the Executive Board**

**11.5.1 Self-Nomination for an Executive Level Office**

Any member, at his/her request, shall have his/her name placed upon the ballot for an office of the Association. This request must be submitted on the nomination ballot with signature. Nominations by email will also be accepted by the Elections Committee Chair.

**11.5.2 Nomination by Another Member for an Executive Level Office**

The name of any member may be placed in nomination for an office of the Association by any other member with the written consent of the nominee. Written consent shall be submitted on the nomination ballot with signature. Nominations by email will also be accepted by the Elections Committee Chair.

### **11.5.3 Verification of Nomination**

It is the responsibility of the nominee and nominator to verify that his/her nomination ballot has been received by the Elections Committee.

## **11.6 Nomination of Faculty Representatives**

### **11.6.1 Self-Nomination for Faculty Representative Council**

Any member in a division, at his/her request, shall have his/her name placed upon a divisional ballot when a vacancy occurs on the Faculty Representative Council, or when a representative's term expires.

### **11.6.2 Nomination by Another Member for Faculty Representative Council**

The name of any member may be placed upon a divisional ballot by any other member within that division, with permission of the nominee, when a vacancy on the Faculty Representative Council occurs or when a representative's term expires.

## **11.7 Nomination of Part-Time At-Large Representatives to the Faculty Representative Council**

### **11.7.1 Self-Nomination for Part-Time At-Large Representatives to the Faculty Representative Council**

Any Part-time faculty, at his/her request, shall have his/her name placed upon a ballot when a Part-Time At-Large vacancy on the Faculty Representative Council occurs or when a Part-Time At-Large Representative's term expires.

### **11.7.2 Nomination by Another Part-Time Faculty Person for Part-Time At-Large Representatives to the Faculty Representative Council**

The name of any Part-Time faculty member may be placed upon a ballot by any other Part-Time faculty, with the permission of the nominee, when a Part-Time At-Large vacancy on the Faculty Representative Council occurs or when a Part-Time At-Large Representative's term expires.

## **11.8 Elections**

### **11.8.1 Open Nominations and Secret Ballots (See Appendix A, Procedures for the Nominations/Elections/Ratification Committee)**

The election of Officers, other Executive Board Members, and Faculty Representatives shall be conducted by secret ballot of the appropriate constituencies of the membership. (See Section 6.1, 7.4.2, 8.4, and 8.5 for Election Rotation Sequences)

### **11.8.2 Elections Committee Appointed by the President**

The President shall appoint a Nominations/Elections/Ratifications Committee (hereinafter referred to as "the Elections Committee") one of whom shall chair, subject to the approval of the Executive Board. The Elections Committee shall conduct the nominations and election of Association Officers and it shall coordinate all elections/ratifications voted on by the entire membership of YFA. Executive Board members may not serve on this Committee.

### **11.8.3 Uncontested Nominations**

In the event of a single nomination for any open position, the nominee will be declared elected by default. The name will be forwarded to the President of the Association for immediate release to the constituency.

## **11.9 Special Elections Due to Vacancies**

A vacancy shall be deemed to exist in the case of death, resignation, or inability to serve in the identified position.

### **11.9.1 Office of the President**

A vacancy in the office of the President triggers a special election.

The first Vice President of the Association shall temporarily assume the office of the President until a special election is held by the membership to choose a replacement.

The first Vice President informs the Elections Committee of the need for a special election.

A special election follows the same procedure as a normal election.

### **11.9.2 Other Executive Board Vacancies**

In the event that any other office is vacated, the position shall be open to all YFA members for nomination for an interim replacement.

The President shall inform the Elections Committee of the need to publicize a call for nominations. Once nominations have been collected by the Elections Committee, they are turned over to the President of the Association and shared with the Representative Council.

Nominated YFA members will be invited to present their qualifications before the Representative Council.

After consulting with their constituencies, the members of the Representative Council will vote on who shall fill the interim position. The newly elected interim officer will serve until the next regularly held election.

### **11.9.3 Representative Council and Part-Time At-Large Positions**

Vacancies shall be filled by balloting and election procedures established by the appropriate membership.

## **11.10 Interim Elections**

Interim elections may be called if an election is contested and the Elections Committee determines violations of process have occurred.

The Elections Committee is the sole arbiter of any complaints regarding election procedures involving the entire membership of YFA.

### **11.10.1 Contested Elections**

In the event of perceived violations of the election procedures, the complainant shall notify the Chairman of the Elections Committee. The specifics of the complaint shall be submitted in writing.



The Elections Committee determines whether area ballots are to be disseminated, when voting has begun, whether an election goes forward or is stopped, and/or makes arrangements for a special election. All recommendations of the Elections Committee shall be reviewed by the Executive Board of the Association.

#### **11.10.2 Notification of Interim Election**

In the case of a contested election, the Elections Committee first informs the President of the Association and then the membership that an Interim Election needs to be held.

The nomination and balloting process follows the prescribed procedures for a regular election.

### **11.11 Recall Election**

#### **11.11.1 Initiation by Petition**

A recall of any person in an elective position may be initiated by a petition signed by one-third (1/3) of the membership of their particular constituency. A statement of the reasons for the proposed recall shall be part of the recall petition.

#### **11.11.2 Right to Rebuttal**

Each person named in the recall petition shall have the right to make a rebuttal statement which shall be distributed to their constituency at least ten (10) calendar days before the recall election.

#### **11.11.3 Elections by Secret Ballot**

Votes in recall elections shall be by secret ballot.

#### **11.11.4 Approval of Recall**

It shall take approval of two-thirds (2/3) of the membership of their particular constituency who vote to recall a person from office.

### **11.12 Ratifications Made by a Vote of the YFA Membership**

Ratifications shall be conducted by the Elections Committee according to the procedures outlined in Appendix A.

## **12. COMMITTEES**

### **12.1 Establishment, Discontinuance, and Approval**

Committees may be established and discontinued by the Executive Board subject to approval by the Representative Council.

### **12.2 Reports by Committee**

Each committee shall submit periodic reports to the Executive Board and Representative Council.

**13. MEETINGS OF THE GENERAL MEMBERSHIP AND/OR THE LOCAL MEMBERSHIP**

**13.1 District-Wide Association Meetings**

Meetings of the Association may be called by the President, the Executive Board, or by written petition of twenty percent (20%) of the membership.

**13.2 Quorum**

A quorum for meetings of the Association shall be a majority of the membership.

**13.3 College Association Meetings**

Meetings of the Association membership of either college may be called by the President, the Executive Board, or by written petition of ten percent (10%) of the membership of that college.

**13.3.1 Presiding Officers**

The President may designate the local Vice President as Chairperson of local college Association meetings.

**13.3.2 Quorum**

A quorum for local Association meetings shall be a majority of the membership of that college.

**13.3.3 Minutes Taken by the Secretary or Designee**

Minutes shall be taken and distributed by the Secretary or by a substitute agreed to by the Secretary and the President.

**13.3.4 Motions Advisory**

Any motions passed during a local college Association meeting shall be advisory to the Representative Council and the Executive Board, except as noted in 13.3.5 below.

**13.3.5 Motions Placed on Membership Ballot**

By a separate vote of two-thirds (2/3) of a quorum, a motion passed at a local college Association meeting shall be placed on a ballot and sent to all Association members for a vote, with the results to be fully binding upon the Association.

**13.4 Minimum Association or Local Association Meetings**

There shall be at least two (2) Association or local Association meetings at each college per year; one (1) before winter recess and one (1) before the end of the spring semester.

**13.5 General Faculty Meetings, District and Local**

General faculty meetings of the bargaining unit members may be called either district-wide or for each college by the President or the Executive Board.

**13.5.1 Presiding Officer**

The President may designate the local Vice President as Chairperson of local general faculty meetings.

**13.5.2 Minutes Taken by the Secretary or Designee**

Minutes shall be taken and distributed by the Secretary or, in the case of local faculty meetings, by a substitute agreed to by the Secretary and the President.

### **13.5.3 Record of Number of Faculty Present**

The number of faculty members present shall be noted by the Secretary.

### **13.5.4 Action Taken at General Faculty Meeting**

Any action taken at a general faculty meeting shall be advisory to the Association.

### **13.6 Notice of Meetings**

Notices of Association, Local Association, Executive Board, General Faculty, or Local General Faculty meetings, including date, place, time, and purpose of the meeting shall be made available to all members of the appropriate constituency at least two (2) days prior to the meeting, except during crisis situations.

### **13.7 Emergency Meetings**

For emergency meetings during crisis situations, the Executive Board shall notify the Representative Council within 48 hours.

## **14. PARLIAMENTARY AUTHORITY**

### **14.1 Robert's Rules of Order**

*Robert's Rules of Order* (latest edition) shall be followed at all meetings of the Association, the Representative Council, and the Executive Board.

## **15. AMENDMENTS**

### **15.1 Two-Thirds of Members Who Vote**

These Bylaws may be amended by two-thirds (2/3) of the members who vote in a secret ballot election with at least 30% of members voting. Proposed amendments shall be submitted to all members at least two (2) weeks before the election.

## **16. WHISTLEBLOWER POLICY**

**16.1** YFA officials are obligated to comply with all relevant legal requirements in carrying out their responsibilities. A failure to meet this obligation—whether intentional or inadvertent—can have adverse consequences for the reputation and operation of YFA. The purpose of this Whistleblower Policy (“WB Policy”) is to establish a procedure by means of which any such failures can be brought to the attention of YFA, so that appropriate corrective action can be taken.

### **16.2 Definitions**

**16.2.1** The term “misconduct” means an action taken by a YFA official in carrying out his or her YFA responsibilities that is in violation of a legal requirement.

**16.2.2** The term “YFA official” means a YFA Officer, a member of the Executive Board, a member of a YFA committee, and any other person designated by governance to represent YFA.

**16.2.3** The term “person” means a member of YFA, an employee of YFA, a consultant or vendor who does or seeks to do business with YFA, and any other representative of YFA.

**16.2.4** The term “WB Officer” means the person who is responsible for the implementation of the WB Policy.

**16.2.5** The term “whistleblower” means a person who notifies the WB Officer of an action that he or she has reasonable cause to believe constitutes misconduct.

### **16.3 WB Officer**

**16.3.1** The YFA Vice President for MJC shall serve as the WB Officer, and shall in that capacity be responsible for the implementation of the WB Policy. The WB Officer shall monitor the implementation of the WB Policy, and make periodic reports regarding its implementation to the YFA Executive Board. The WB Officer shall recommend to the YFA Executive Board such modifications in the Policy as from time to time may be deemed appropriate.

### **16.4 Notifying YFA of Alleged Misconduct**

**16.4.1** Any person who has reasonable cause to believe that a YFA official has engaged or is about to engage in misconduct, should notify the WB Officer in writing. That person (the whistleblower) shall identify himself or herself in the notice to the WB Officer, but the WB Officer shall, if requested to do so by the whistleblower, treat the notice as anonymous and shall not, except in response to a legal mandate, reveal the whistleblower’s name. If the WB Officer is unavailable, and the whistleblower believes that a delay in providing notification can have adverse consequences for YFA, he or she may notify the YFA Vice President for Columbia who shall, as soon as possible hereafter, turn the matter over to the WB Officer.

**16.4.2** If, based on information provided by the whistleblower and other relevant information, the WB Officer has reasonable cause to believe that a YFA official has engaged or is about to engage in misconduct, the WB Officer shall conduct an expeditious investigation of the alleged misconduct, and shall submit to the YFA Officers a written opinion setting forth its conclusions as to whether the YFA official has engaged or is about to engage in misconduct, and, if so, what should be done to correct the situation.

**16.4.3** After consulting with the YFA Executive Board, the WB Officer shall arrange for such action to be taken as he or she deems appropriate to correct the situation.

**16.4.4** If the WB Officer concludes that any person has made an allegation of misconduct, or has participated in an investigation of alleged misconduct, in bad faith or without reasonable cause, the WB Officer, after consulting with the YFA Executive Board, shall arrange an appropriate disciplinary action to be taken against that person.

### **16.5 Protection of Persons Who Provide Evidence of Alleged Misconduct**

**16.5.1** Except as otherwise provided in Section 16.4.4 above, no person shall be subject to any form of direct or indirect retaliation by a YFA official, a YFA employee, or other YFA representative because he or she (1) is a whistleblower, (2) has participated in an investigation of alleged misconduct, or (3) has in good faith in any other way been involved in the implementation of the WB Policy.

**16.5.2** If any person believes that he or she has been subject to retaliation in violation of the Section 16.5.1 above, that person shall report such retaliation to the WB Officer. The WB Officer shall investigate the matter and if the WB Officer concludes that a YFA official, Year employee, or other YFA representative has engaged in retaliation, the WB Officer, after consulting with the YFA Executive Board, shall arrange for appropriate disciplinary action to be taken against said YFA official, YFA employee, or YFA representative.

## **16.6 Miscellaneous**

**16.6.1** Nothing in the WB Policy shall be interpreted or applied to deprive any person of any right that he or she may have under the YFA governing documents, a contract with YFA, or a statute. To the extent that the WB Policy is inconsistent with any such right, the right in the YFA governing document, contract with YFA, or statute shall take precedence.

**16.6.2** Any person who believes that a YFA official has engaged or is about to engage in misconduct is encouraged to exhaust the WB Policy before attempting to deal with the matter in any other forum.

**16.6.3** All information and documents involved in the implementation of the WB Policy shall be treated as confidential, and the WB Officer shall make such information and documents available to others only on an “as needed” basis. To the extent relevant, all privileges, including the attorney/client and attorney work product privileges, shall apply to information and documents involved in the implementation of the WB Policy.

## **17. CONFLICT OF INTEREST POLICY**

**17.1** The following provisions are incorporated into the YFA Bylaws between the Association and the Executive Board and are included as conditions of employment of staff.

### **No member of the Executive Board or Staff shall**

**17.1.1** Have any interest, financial or otherwise, directly or by family members, in, or engage in, any business or financial transaction or professional activity, or incur any obligation of any nature which is in conflict with the proper discharge of his/her duties of the Association.

**17.1.2** Make any personal investments or serve as an officer of any enterprise which she/he knows, or could reasonably be expected to know, may be affected by ratification in which the member/employee is involved; no member/employee shall make personal investments or serve in any position that may create substantial conflict between the duty to serve the interest of the Association and the member/employee’s private interest.

**17.1.3** Engage in any transaction with any business entity or organization in which she/he has a direct or indirect interest.

**17.1.4** Directly or indirectly sell goods or services to the Association other than those services that have been approved by the Executive Board.

**17.1.5** Accept any position which will impair his/her independence of judgment in the exercise of his/her official duties.

**17.1.6** Disclose or otherwise use confidential information gained by reason of his/her Association position to further his/her personal interest.

**17.1.7** Receive directly or indirectly compensation or anything of value (including but not limited to gifts) from a firm, corporation, individual, or any other source which sells goods or services to the Association.

**17.1.8** Become a candidate for public office without the approval of the Executive Board.

**17.1.9** Take positions on political candidates or issues in any public forum that can reasonably be expected to be attributed to the members of the Association, or the Association itself, unless the position is entirely consistent with a position formally adopted by the Association.

**17.2** All members of the Executive Board or staff shall make an annual disclosure in writing concerning any possible conflict-of-interest, using form in Appendix C: Conflict of Interest Disclaimer.

**17.3** Allegations shall be signed in writing by the individual(s) who is/are claiming the violations to this policy. It shall specifically set forth the claimed violation(s). The Executive Board (not including anyone involved in the allegation) shall conduct an appropriate investigation and take remedial action.

**18. RETENTION AND DESTRUCTION OF RECORDS**

Records will be retained and destroyed based on the list of records in Appendix D: Document Retention Schedule.

**19. ENABLING CLAUSE**

**19.1 Effective Date**

These Bylaws shall take effect and replace the existing YFA Bylaws immediately upon approval of two-thirds (2/3) of those members who vote, with at least 30% of the total membership voting.

**Adopted March 27, 1979**

**Amended January 1989**

**Amended May 1990**

**Amended March 1998**

**Amended May 2002**

**Amended April 2006**

**Amended March 15, 2013**

**Amended April 19, 2014**

**Amended April 13, 2016**

# APPENDIX A

## PROCEDURES FOR THE NOMINATIONS/ELECTIONS/RATIFICATION COMMITTEE

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1. Only YFA members are eligible to nominate candidates, to run for office, and to cast ballots in any YFA election.
2. In the spring of each year, the Committee shall send notices to all YFA members announcing the opening of nominations, stating the offices involved, describing the duties of each such office, and indicating to whom the nominations are to be sent. Ten (10) business days (M-F) must be allowed for the return of nominations. A reminder should be sent to YFA members at the midpoint of the nominating period.
3. All nominees must be contacted by the Committee to determine their willingness to serve.
4. In the event of a single nomination for an open position, the nominee will be declared elected by default.
5. In the event of multiple nominees for an open position, each candidate should submit a written statement (one page maximum) describing his/her candidacy. The President should poll the Representative Council to determine if a Candidates' Forum is to be held. The candidate statements must be distributed to all Association members prior to the forum date. Candidate statements must accompany ballots.
6. The Committee shall develop a ballot to be provided each Association member. The ballot must include provision for write-in candidates. If Candidates' Forums are to be held, notice of the time, date, and place of such forums must be provided at this time. If an election or ratification is held during the summer, faculty will be notified ahead of time through a postcard sent to their home address.
7. The names for each office should be placed on the ballot by a random selection process.
8. Balloting shall be done either by e-mail via a computerized balloting program such as Survey Monkey or by paper ballot. Five school days (M-F) must be allowed for the return of ballots following the date of distribution. The return date must be clearly stated on the ballot. Ballots should be sent to each member of the Association in a sealed envelope with an addressed envelope enclosed for the ballot's return. Ballots are to be placed in an official YFA Ballot Box. The location of these boxes must be clearly stated on the ballot.
9. The program used for computerized balloting shall be selected by the Elections Committee and approved by the Representative Council. The YFA President (may be delegated to the Chair of the Elections Committee) shall send an e-mail to the faculty advising them of the upcoming election/ratification. Ten school days (M-F) must be allowed for the return of ballots following the date of distribution. The closing date for balloting must be clearly stated on the ballot.

10. When a paper ballot is used, efforts should be made to create ballots that are difficult to duplicate. The ballot should be sent to each member of the Association in a sealed envelope with an addressed envelope enclosed for the ballot's return. Ballots are to be placed in an official YFA Ballot Box. The location of these boxes must be clearly stated on the ballot.
11. Once collected, ballots must be kept in a secure place. The Elections Committee will notify the membership as to the time, place, and date of the ballot count. The counting of the ballots by Committee members may be witnessed by any other YFA member. All Committee members and witnesses should sign the final tally sheet(s). The number of void ballots should be noted. All ballots and the final tally sheet must be kept for one year in the Association office and then destroyed. The Chair of the Elections Committee will save election results in Survey Monkey for at least one year.
12. If more than two (2) candidates run for an office, a run-off election will be held between the top two vote-getters if no candidate receives a simple majority of the ballots cast for that office.
13. The Committee must communicate the results of all elections/ratification to the YFA President who shall release the results as soon as possible to the YFA membership.

**END Appendix A, P.2**



# APPENDIX B

## APPROVED REASSIGNED TIME FOR YFA EXECUTIVE BOARD MEMBERS

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### **Reassigned Time**

YFA President (100% for Fall / 100% for Spring / 40% for Summer)	140%
Vice President/Modesto Junior College (60% for Fall / 60% for Spring / 20% for Summer)	80%
Vice President/Columbia College (50% for Fall / 50% for Spring / 10% for Summer)	50%
College Council Representative	10%
YFA Secretary/Membership Dues Coordinator	10%
YFA Treasurer	10%
Budget Analyst	40%
Faculty Liaison to the Board of Trustees	1/3 of 20%

# APPENDIX C

## CONFLICT OF INTEREST DISCLAIMER

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I confirm that I have read and that I am familiar with the YFA Conflict of Interest Policy. I am aware that it is my responsibility to disclose to the Executive Board in writing, a full description of any current or contemplated activity, interest or relationship on my part or any immediate family member which might create or appear to create a conflict of interest under the terms and provisions of said policy. I understand that it is my responsibility to notify the Executive Board throughout the year prior to my engaging in such activity, interest or relationship.

I understand that if I have any doubts concerning the applicability of the policy to any activity, disclosure of the activity is required.

To the best of my knowledge, neither I nor any member of my immediate family are now engaged in any activity, interest or relationship which would create or appear to create a conflict of interest under the terms and provisions of said policy, except the following: **(Please describe in detail any facts giving rise to any actual or apparent conflict of interests. Attach additional sheets, if necessary. If none, insert the word "none")**

Name \_\_\_\_\_

Position or Title (i.e., Officer, staff, etc.) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX D

### DOCUMENT RETENTION SCHEDULE

<b>Record</b>	<b>Recommended Retention Period</b>
Accounts payable ledgers and schedules	7 years
Accounts receivable ledgers and schedules	7 years
Audit reports (external)	Permanently
Bank reconciliations	7 years
Cash receipts	7 years
Chart of Accounts	7 years
Checks (cancelled, except as noted below)	7 years
Checks (cancelled- for important payments, such as taxes, purchase, property, special contracts, etc. Checks should be filed with the papers pertaining to the underlying transactions).	Permanently
Contracts (expired)	7 years
Correspondence (routine) with vendors	1 year
Correspondence (general)	3 years
Correspondence (legal and important matters)	Permanently
Depreciation schedules	7 years
Duplicate deposit slips	1 year
Employee personnel records (after termination)	Permanently
Employment tax records (withheld income taxes, FICA, unemployment, etc.)	7 years
Expense analysis and expense distribution schedules	7 years
Financial statements (end of year)	Permanently
General ledgers and end of year trial balance	Permanently
Insurance policies (expired)	3 years
Insurance records, current accident reports, claims, policies, etc.	Permanently
Internal reports (miscellaneous)	3 years
Invoices from vendors	7 years
Meeting minutes (Executive Board, Representative Council)	Permanently
Notes receivable ledgers and schedules	7 years
Payroll records and summaries	7 years
Petty cash vouchers	7 years
Purchase orders	7 years
Subsidiary ledgers	7 years
Tax returns and worksheets, and other documents relating to determination of income tax liability	Permanently
Time sheets and activity reports	7 years

Vouchers for payments to vendors, employees, etc. (includes allowances and reimbursements of employees, officers, etc. for travel expenses)	7 years
Legal files (grievances, arbitrations, and legal suits)	Permanently
Board of Trustees meetings and other District records	3 years
Dues list, retired	1 year
Sabbaticals	3 years

**END, Appendix D, p.2**