



AGREEMENT

BETWEEN

YUBA COMMUNITY COLLEGE DISTRICT

AND

YUBA COLLEGE
AMERICAN FEDERATION OF TEACHERS

JULY 1, 2019 THROUGH JUNE 30, 2022

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ARTICLE 1—RECOGNITION

The Yuba Community College District (District) recognizes the Yuba College-American Federation of Teachers, Local 4952, AFT/AFL-CIO (YC-AFT), as the exclusive representative for the bargaining unit whose membership is composed of all part-time, hourly-paid faculty, including but not limited to, those whose contractual obligation is greater than .1 full-time equivalent (FTE) up to .67 FTE per semester. Excluded: All other District employees including but not limited to all full-time probationary and regular tenure track-faculty, all part-time faculty employees less than or equal to .1 FTE; all substitute teachers; and all supervisory, managerial and/or confidential employees as defined by the Educational Employment Relations Act (EERA).

ARTICLE 2—FEDERATION RIGHTS

2.1 YC-AFT Access to District Facilities

YC-AFT shall have the right to use District mailboxes and bulletin board spaces designated by the District subject to the following conditions: (a) all postings for bulletin boards or items for District mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by a YC-AFT officer; (b) YC-AFT will not post or distribute information which is derogatory or defamatory of the District or its personnel.

2.1.1 YC-AFT shall have the right to use District facilities at reasonable times for the purpose of meetings concerned with the exercise of rights provided by the Rodda Act, and providing that the conduct of such business does not interfere with District operations or with the duties of District employees.

2.1.2 YC-AFT representatives shall have the right of access to unit members, provided it doesn't interfere with the educational process. Such duly authorized representatives shall be permitted to transact official business as necessary to the performance of YC-AFT responsibilities to members of the bargaining unit, except that such access shall not interfere with the operations of the District and shall not interfere with the duties of unit members or other District employees.

2.1.3 The District shall make best efforts to provide every unit member with a mailbox in the established central location for mail distribution at his or her work site. At the beginning of each semester, the District shall provide email addresses for all current unit members to YC-AFT, for the purpose of facilitating communication among unit members regarding matters relevant to employment with YCCD.

2.2 Information to YC-AFT and Orientation Meetings

2.2.1 The District shall furnish to YC-AFT information upon request concerning the bargaining unit and budget data. Board agendas and minutes will be sent automatically.

2.2.2 Employee Information

2.2.2.1 The District shall furnish to YC-AFT contact information on new hires. The information will be provided to YC-AFT electronically via a mutually agreeable secure FTP site or service, within 30 days from the date of hire of a newly hired employee or by the first pay period of the month following hire. This contact information shall include the following items:

- i. First Name;
- ii. Middle Initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title;
- vi. Department;

- vii. Primary Worksite Name;
- viii. Work Telephone Number;
- ix. Work Extension;
- x. Home Street Address (incl. Apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home Telephone Number (10 Digits) if on File with the District;
- xv. Employee Cellular Telephone Number (10 Digits) if on File with the District;
- xvi. Email Address of the Employee if on File with the District;
- xvii. Assigned Units Including Intersessions.

2.2.2.2 “Newly hired employee” or “new hire” means any employee hired by the District into the part-time faculty bargaining unit represented by YC-AFT subsequent to the prior new employee orientation.

2.2.2.3 The District shall provide YC-AFT with a list of all bargaining unit members’ names and same information in the same format as Article 2.2.2.1, above, on the last working day of September, January, and May.

2.2.3 New Employee Orientation/Onboarding

2.2.3.1 The District shall provide YC-AFT mandatory access to new employee orientations, if conducted. “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2.2.3.2 YC-AFT shall receive not less than ten (10) days’ notice in advance of any orientation/onboarding, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. For any new faculty member hired after a scheduled orientation/onboarding, the District may meet this obligation by providing not less than ten (10) days’ notice that new faculty may be sent a new hire packet electronically between the week prior and two weeks after the start of classes.

2.2.3.3 In the event the District conducts one-on-one or group orientations with new employees, YC-AFT shall have thirty (30) minutes for one (1) YC-AFT representative to conduct its portion of the orientation session. A YC-AFT Labor Relations Representative may attend the orientation session. The Federation shall be allowed to present written materials, including a membership authorization form, during their presentation.

2.2.4 District shall post on the District website all current Board Policies and Administrative Procedures and shall, for the duration of this Agreement, notify YC-AFT of all changes to Board Policies and Administrative Procedures by electronic format within thirty (30) days of the Board action.

2.3 Dues Deductions

2.3.1 Upon receipt of written authorization from YC-AFT, the District shall deduct from the pay of unit members the normal and regular monthly YC-AFT membership dues of 2%. All such deductions shall be forwarded to YC-AFT within seven (7) business days.

2.3.2 The District shall not be obligated to put into effect any new, changed, reinstated or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month.

2.3.3 YC-AFT agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever and against any claim or suit instituted against the District arising from its collection and deduction and payment of YC-AFT membership dues.

2.3.4 MAINTENANCE OF DUES AUTHORIZATION

The District will honor YC-AFT's certification of an employee's written authorization for dues deductions until such time as YC-AFT notifies the District that such authorizations have been revoked by the employee in writing pursuant to the terms of the dues authorization form.

2.4 College Membership Meetings

On twenty-four (24) hour notice to the college president or designee, YC-AFT's campus representative shall have the right to schedule college membership meetings during normal operating hours in the buildings of the campus, provided that no member shall be released from his/her scheduled classes for such meetings, and provided that facilities are available.

2.5 Copies of this Agreement

The cost of printing the copies of this Agreement shall be shared equally between YCCD and YC-AFT. After it becomes effective, a copy shall be distributed to each member of the bargaining unit now employed, or hereafter employed.

2.6 Release Time

2.6.1 YCCD shall provide to YC-AFT the equivalent of fifteen (15) units of pay at the hourly rate of step one, column one (Lecture), per semester for the purpose of contract administration and grievance processing.

2.6.2 In accordance with Education Code Section 87768.5, upon request, unit members serving as elected officers of the Federation or an affiliated organization shall be granted additional paid leave for services as an elected officer and for other federation business. The Federation shall reimburse the District within 10 days after receiving the District's certification of payment of compensation to the employee for this additional leave. (Educ. Code § 87768.5.)

ARTICLE 3—DISTRICT RIGHTS

3.1 The District shall have the power and authority to direct, manage and control its operations and mission in conformance with the law. Matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 and as set forth in final PERB decisions and final court decisions are reserved to the District. Included in those duties and powers is the exclusive right to:

3.1.1 Determine its organization;

3.1.2 Direct the work of its employees;

3.1.3 Determine the kinds and levels of service to be provided, and the methods and means of providing them. In addition to the provision in subparagraph 3.1 above, this paragraph does not constitute a waiver of the YC-AFT's right to bargain over actual duties of unit members;

3.1.4 Establish its educational policies, goals and objectives;

3.1.5 Insure the rights and educational opportunities of students;

- 3.1.6 Determine the number and kinds of personnel required;
 - 3.1.7 Maintain the efficiency of District operations;
 - 3.1.8 Determine the curriculum;
 - 3.1.9 Build, move or modify facilities;
 - 3.1.10 Establish budget procedures and determine budgetary allocation;
 - 3.1.11 Determine the methods of raising revenue, contract out work, and;
 - 3.1.12 Take action on any matter in the event of an emergency
- 3.2 In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express items of this Agreement, and then only to the extent such specific and express terms are in conformance with law. All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District.

ARTICLE 4—WORKLOAD/ASSIGNMENTS

- 4.1 Assignments shall be made to meet the needs of the District and shall be made considering the following factors: qualifications, satisfactory evaluations (in all aspects of the evaluation) special job-related skills, and scheduling needs of the District.
- 4.1.1 Unit members may teach up to twenty (20) load units per academic year (excluding summer session).
 - 4.1.2 Unit members may be assigned a combination of teaching and non-teaching academic assignments to a maximum of 67% of a full-time faculty assignment. (Exhibit A) If the law changes regarding the maximum assignment for part-time faculty, the parties shall reopen negotiations regarding any impacts upon request of either party.

67% teaching load is the maximum allowable assignment for faculty duties. Professional ancillary duties such as Academic Senate, committee assignments and assignment as a Public Safety Facilitator, and other assignments as mutually agreed upon, shall not count towards the 67% faculty assignment.
 - 4.1.3 In a non-teaching assignment, unit members may complete 26.67 hours of non-teaching per week for 36 weeks for a maximum of 960 hours per academic year (exclusive of summer session).
 - 4.1.4 The performance of substitute services on a day-to-day basis by members of the unit shall not be considered as an assignment within the meaning of this Agreement, nor for the purposes of determining whether an individual is performing 67% or more of a full-time assignment within the meaning of the Ed Code §87482.5.
 - 4.1.5 Part-Time Faculty Member Return Rights.
 - 4.1.5.1 Within the schedule of classes as determined by the District, part-time faculty who have taught a minimum of six (6) semesters of general education and pre-collegiate courses shall be entitled to seniority-based rights to continue teaching a load equal to the highest load taught in any of the last six (6) semesters up to a maximum load of six (6) semester units.

- 4.1.5.1.1 Seniority-based return rights will not apply to courses with curriculum mandated by a state organization, for example but not limited to, POST, STC, State Fire Marshal and EMT.
- 4.1.5.1.2 The District shall make seniority-based assignments as described above consisting of a minimum of two (2) courses OR one course and associated labs OR other assignment up to a maximum load of six (6) semester units.
- 4.1.5.2 Any additional assignments shall be made at the District's discretion after all seniority-based assignments have been made each semester. Upon completing seniority-based assignments, the District may assign the unit member additional units up to a maximum of 67% FTE or twenty (20) units per academic year, excluding summer. The District may endeavor to balance the unit member's teaching assignment within each academic year. By way of example, a unit member who has a twelve (12)-unit load in one semester may have an eight (8)-unit load the next, or vice versa. The parties acknowledge and understand that the ability to balance loads between semesters does not create additional full-time faculty legal rights and privileges for unit members.
- 4.1.5.3 Part-time faculty return rights are based on primary Fall and Spring semester assignments. Courses taught during intersession and summer session shall not be counted in determining a part-time faculty member's load.
- 4.1.5.4 The return rights set forth in Sections 4.1.5.1 through 4.1.5.3 above are to a unit load that the part-time faculty member has taught and the part-time faculty member has received a satisfactory evaluation. Part-time faculty who receive an unsatisfactory evaluation shall lose return rights.

Counselors and Librarians shall have the same return rights as instructors.
- 4.1.5.5 Seniority shall be based on total units taught under this contract from July 2000 forward. Teaching load of Cooperative Work Experience (CWE) instructors shall be considered in determining unit members' seniority standing effective July 1, 2015.
- 4.1.5.6 Seniority shall be earned at one of the following three sites, and return rights to teach a load at the site at which seniority is earned. Seniority for outreach areas will be earned for the site from which the outreach is administered. (i.e., Beale AFB and Sutter County Campus are administered to Yuba College, and Colusa County Campus is administered to WCC) part-time faculty members shall earn seniority at one of the following sites:
 - 4.1.5.6.1 Yuba College
 - 4.1.5.6.2 Woodland Community College
 - 4.1.5.6.3 Lake County Campus
- 4.1.5.7 Teaching assignments will be offered to part-time faculty members based upon their earned seniority. Management has the right to offer assignments to any qualified part-time faculty member once all qualified part-time faculty members with more seniority are offered assignments to their maximum load. The unit member shall have five (5) business days to accept an offer of assignment, unless the District expressly provides for more time to respond in the written offer of assignment.
- 4.1.5.8 The return rights articulated in Article 4.1.5 are for initial scheduled assignments only and are for units, not specific courses. For purposes of this Article, "initial scheduled assignments" means assignments offered to and accepted by unit members that are in writing and made through official District practices and protocols, and pursuant to 4.3 of this article.

In the event a class is cancelled, there are no bumping rights. Unit members shall receive notice before an assigned class is cancelled. The District shall attempt two methods of communicating such notice using the most recent contact information for the unit member. Unit members shall be paid for the first week of an assignment when class is cancelled or reassigned to a full-time faculty member less than two weeks before the scheduled start date.

4.1.5.9 Unit members may opt to have their return rights transferred to a different location within the District. To do so, a unit member must notify the District, in writing, of their interest to transfer their return rights to a different location within the District.

4.1.5.10 Seniority based assignments shall not be made to any course involving a class meeting, lecture, lab, or other teaching component, on Saturdays without the prior agreement of the unit member. Assignments made at the District's discretion, as described in section 4.1.5.2, may involve Saturday teaching components, with or without the unit member's agreement.

4.2 Unit members will accrue summer return rights to a load equal to that which the member has taught in previous summer semesters, to a maximum of six (6) units. Summer return rights only apply to summer courses.

4.3 The District will make available to currently employed unit members a form on which they may indicate their interest and availability in an assignment for a subsequent semester, including the summer session. Those part-time unit members who respond by the deadline will be notified no later than thirty (30) days prior to the start of the semester of the requested assignment if they are not to be sent a tentative contract. Such notification will be either (1) by District mail, (2) by U.S. Mail using the address provided on the Instructor Availability/Preference Form, or (3) by email using the faculty member's District assigned email address.

An administrative oversight that may cause failure to provide such notice will not entitle the affected member to an assignment.

4.4 All available part-time faculty positions (not already assigned) shall be posted on the affected division bulletin board and a copy will be sent to the YC-AFT President.

4.5 Leave of Absence

Unit members may notify the District, in writing, of their interest to take an unpaid leave of absence for up to two (2) semesters, with approval from the District. If a unit member requests and is approved for a leave of absence, the duration of the leave will not be counted towards achieving or loss of return rights.

ARTICLE 5—DISTRIBUTIVE EDUCATION

The District and YC-AFT may develop a Task Force to review this section.

ARTICLE 6—PUBLIC SAFETY FACILITATORS

6.1 Public Safety Facilitators are certificated non-teaching assignments. Therefore, each Public Safety Facilitator will meet the minimum qualifications for the assignment.

Public Safety Facilitators are designated as an "ancillary duty" and shall not be counted towards the calculation of 67%.

6.2 Public Safety Facilitators will work under the direction of the Director of Public Safety and will be responsible for:

- Preparing and maintaining equipment for their respective assignment
- Assigning equipment to cadets in their respective academies
- Attending meetings with governmental agencies as directed by the Director of Public Safety
- Assure that all cadets of the respective academy meet the minimum standards
- Assure that instructors for the respective assignment maintain and update all required certifications to meet minimum qualifications

6.3 Public Safety Facilitators are defined as an ancillary duty as noted in 6.1. As such, Public Safety Facilitators may have a teaching assignment combined with an assignment as a Public Safety Facilitator.

6.3.1 A combined assignment between the Public Safety Facilitator role and a teaching role may not exceed 36 hours in any given week.

6.3.2 A combined assignment teaching/public safety facilitator requires that the teaching assignment not exceed 67% in any combination.

6.4 Public Safety Facilitators will be compensated as follows for the 2019-2020 academic year and subsequent years:

- Step 1: \$28.84 per hour <3 years Public Safety Facilitator experience
- Step 2: \$30.68 per hour 3 - 5 years Public Safety Facilitator experience
- Step 3: \$33.75 per hour >5 years Public Safety Facilitator experience

Unit members currently performing the duties as described above will be initially assigned at their current pay rate or the appropriate placement as identified above, whichever is higher. The unit member will earn subsequent step advancement as identified above.

6.5 The following Public Safety Facilitators are covered under the provisions of this Agreement:

- | | |
|--------------------------------------|---------------------|
| Police Basic Academy | EMT Academy |
| Police Level I, II and III | Fire Academy |
| Short-term Law Enforcement Academies | 832 Daytime Academy |
| Administration of Justice—WCC | Equipment Manager |
| SIBC | Event Manager |

Any other Facilitator or Coordinator roles not listed in this Agreement are not subject to the provisions of this Agreement unless mutually agreed upon by YC-AFT and District.

ARTICLE 7—SALARIES/BENEFITS

7.1 Beginning Fall Semester 2019 through the term of the Agreement, the Salary Schedule shall be adjusted by 100% of the State provided COLA, (Exhibit B).

7.2 The District and YC-AFT agree to endeavor to reach the agreed upon “Parity” definition dependent upon the funding allocation provided for Part-Time Faculty Compensation.

7.3 Initial placement on the Salary Schedule will be based on the experience of the unit member. Prior experience will be determined by full-time equivalent experience (30 units per step). Subsequent movement will occur when a part-time faculty member successfully completes 15 load units of teaching within the District, including summer session or the equivalent of fifteen (15) load units for non-teaching part-time faculty.

7.3.1 Former full-time faculty who are currently employed by the District in a part-time faculty bargaining unit position and are being paid according to an appropriate Full-Time Extra Pay Schedule shall continue at their current rate of pay, not receiving increases as the Extra Pay Schedule rises, until the

top step of the Part-Time Faculty Salary Schedule exceeds their frozen hourly rate. At that time the employee shall be transferred to the top step of the Part-Time Faculty Salary Schedule and shall participate fully in all future increases of that schedule.

- 7.3.2 Former full-time academic employees who are subsequently hired by the District (August 1, 2002) in a part-time faculty bargaining unit position within two (2) years of their retirement or otherwise leaving their full-time employment with the District shall be placed on the appropriate step of the Part-Time Faculty Salary Schedule. Placement shall be determined according to the number of load units they have had credited with the District. They shall be raised one step for every fifteen (15) load units credited.
- 7.3.3 Academic Managers hired by the District to teach as part-time professors will be placed at the appropriate Part-Time Faculty Salary Schedule step except for those academic managers hired prior to July 1, 2000. Academic managers hired prior to that date will be placed on the EP schedule for full-time faculty.
- 7.3.4 A longevity step will be provided on the salary schedule as an additional step. A part-time faculty member will receive this longevity step upon successful completion of 75 semester units, after reaching step seven (7).
- 7.3.5 For all part-time faculty active as of June 30, 2017, a second longevity step will be provided on the salary schedule as an additional step retroactive to July 1, 2014. A part-time faculty member will receive this second longevity step upon successful completion of 75 semester units after reaching the first longevity step (Step 8). For this section, "active part-time faculty" means any part-time faculty member who is eligible for part-time return rights as set forth in Article 4.1.5 as of June 30, 2017.
- 7.3.6 To the degree that the District, at its discretion, chooses to employ unit members in Cooperative Work Experience (CWE) instruction, such unit members shall be compensated according to the current salary schedule at the member's appropriate lecture rate, assigned teaching load, and provided STRS service credit on the following basis:
 - 7.3.6.1 One to two hours of instruction for each orientation conducted, as appropriate.
 - 7.3.6.2 One hour of instruction for each student, supervisor, or site visit conducted.
 - 7.3.6.3 Twenty percent (20%) of full-time equivalent load for coordinating visits of other CWE instructors.
 - 7.3.6.4 One-third hour of instruction for each visit appointment which results in a no-show after 20 minutes of the appointment time.
- 7.3.7 All part-time faculty who teach lab classes will be paid at .85 their lecture rate for every hour of lab instruction.

7.4 Committee Service

- 7.4.1 There will be a minimum of one space allotted for part-time faculty on all college and District participatory governance committees, task forces, or other groups engaging in participatory governance work.
- 7.4.2 A list of current participatory governance committees, number of participants, and compensation is attached as Exhibit E.

The District will notify the Association of any newly formed or changed college and District participatory governance committees, task forces, or other groups engaging in participatory governance work. Unit members who serve on these committees, task forces, or groups will be compensated as

follows:

- If the committee, task force, or group meets twice per month or more, the stipend shall be \$825 per semester.
- If the committee, task force, or group meets less than twice per month, the stipend shall be \$425 per semester.
- When part-time faculty are approved by the District (Office of Human Resources) to participate in a hiring committee or other District-approved non-participatory governance activities, faculty will be compensated with a stipend of \$425.

Stipends will be paid at the end of each semester.

- 7.4.3 Unit members may divide the assignment between multiple members for each semester assignment, as allowed by the committee, and will be compensated at the end of the semester only for the semester that they are active in the committee.
- 7.4.4 The selected unit member shall attend a minimum of 80% of the meetings in order to be compensated.
- 7.4.5 Unit members who serve on shared governance committees may be eligible for travel and mileage reimbursement pursuant to the District's mileage reimbursement policies.
- 7.5 Unit members who participate in the development of Student Learning Outcomes (SLOs) shall be, as directed by the college administration, entitled to receive additional compensation in the following manner:
 - 7.5.1 Where the unit member independently develops SLOs in academic departments where there is no full-time faculty, that unit member shall receive a flat rate stipend in the amount of \$500 per course.
 - 7.5.2 Where the unit member develops SLOs in academic departments where there are full-time faculty, that unit member shall receive a flat rate stipend in the amount of \$300 per course.
 - 7.5.3 The District and Unit acknowledge and understand this stipend structure is also applicable to circumstances in which the unit member has been requested to develop the assessment instrument for the SLO. In this instance, when the college administration requests that the unit member develop the assessment instrument for the SLO, and the unit member agrees, then the unit member will be compensated for the development of the SLO assessment instrument as set forth in 7.5.1 and 7.5.2.
 - 7.5.4 This stipend structure shall also apply to unit members who participate in the development of program review including program and services vitality, curriculum development/review, including course outline review and/or development.
 - 7.5.5 The District shall develop an administrative procedure (AP) which governs the implementation of this Article.
- 7.6 Holistic Scoring
 - 7.6.1 Unit members in the Language Arts Department who participate in the holistic scoring process shall be entitled to compensation for up to three (3) hours per class for which the holistic scoring system is utilized.
 - 7.6.2 Compensation will be at the unit member's lecture hourly rate of pay.
 - 7.6.3 Unit members are required to submit written documentation showing their time spent in holistic scoring.

7.7 Retirement

7.7.1 All YC-AFT unit members will be included in an appropriate retirement plan in accordance with contract language, regulations or law as follows:

7.7.1.1 All newly employed unit members who are required by regulation or law to be in the STRS Defined Benefit Plan shall be placed in that Plan.

7.7.1.2 All newly employed unit members who are eligible for either the STRS Defined Benefit or STRS Cash Balance Plan shall make their election within thirty (30) days of employment. If newly employed unit members fail to make an election, they will be placed in the STRS Cash Balance Plan.

7.7.1.3 All unit members not eligible to be members of the STRS Defined Benefit Plan shall be placed in the STRS Cash Balance Plan, except for those unit members currently in Social Security with the District.

7.7.1.4 Any unit member that is retired from STRS Defined Benefit Plan, shall not participate in either STRS Defined Benefit or Cash Balance plans.

7.7.1.5 All continuing unit members who are currently in Social Security with the District shall remain in Social Security until either they elect or are required by regulation or law to transfer to an appropriate STRS plan.

7.7.1.6 All unit members who are eligible for STRS Defined Benefit Plan may elect to be placed in that Plan at any time.

7.7.2 Participation in a retirement plan is based on eligibility at the time of hire.

7.7.3 CalSTRS Service Credit

A full-time assignment, for part-time academic instructors, for the purpose of Education Code Section 22138.5 is 1080 hours per year.

A full-time assignment, for part-time academic counselors, librarians, and LD specialists, for the purposes of Education Code Section 22138.5 is 1442 hours per year.

A full-time assignment, for part-time work experience instructors for the purposes of Education Code Section 22138.5 is 1080 hours per year.

7.8 Section 125 Plan

Unit members may participate in a Section 125 Benefit Plan offered to all employees of the District and approved by the District.

7.9 Parking

The District shall provide the opportunity for unit members to obtain a "Staff" parking pass at \$20 per semester through the District's online parking pass ordering and distribution system.

7.10 Workload

Once a unit member's class enrollment reaches fifty (50) or greater as of the census date, at District expense, classroom/grading assistance shall be provided at the rate of one (1) hour per week per load unit. Such support shall be in addition to any grader time currently provided. The instructor will be responsible for recruiting the

classroom/grading assistant.

7.10.1 For every section with sixty (60) students or more enrolled by the census date, a unit member shall receive an additional stipend equal to one-quarter (25%) of the amount of compensation for the class.

7.10.2 For every section with seventy-five (75) or more students enrolled by the census date, a unit member shall receive an additional stipend equal to one-half (50%) of compensation for the class.

ARTICLE 8—OFFICE HOURS

8.1 While the District and YC-AFT acknowledge that unit members are not contractually required to provide office hours to students, the parties recognize that providing office hours has a positive impact to the overall academic success of the student. Additionally, the parties acknowledge that the majority of the unit members provide office hours as an additional instructional service to students.

8.2 The District will provide a pooled equipped office space at each official college, campus or center within the District for utilization for the office hour program.

8.3 Eligibility for unit members to participate in the office hour program will be unit members teaching during the fall and spring semesters, including 9-week courses during the regular semester. Unit members must be teaching unit bearing, transfer, degree or certificate courses. Additionally, to be eligible, each unit member will be required to have a minimum load of 20% or 3 units in the semester of the request.

8.4 Each unit member who is eligible as described in 8.3 will be compensated a flat stipend of \$375.00 per semester, per assignment, to be paid at the end of the semester. The \$375.00 stipend will equate to 15 hours of STRS service credit.

8.5 Unit members requesting the office hours' stipend will be required to list their office hours and modality on their syllabus and distribute it to students. The modality of the office hour shall be the same as the modality of the class, i.e., an online class shall have an on-line office hour.

8.6 Unit members who request compensation for office hours must complete the "Request for Office Hours" form and submit to the appropriate Dean or administrator within the first eight weeks of the semester.

The Dean or appropriate administrator will sign and forward all approved requests that meet the criteria in sections 8.3 and 8.5 above to the Office of Human Resources for payment.

8.7 The parties agree to meet and discuss the application of any increased funding provided to the District that may be applied to part-time office hours.

ARTICLE 9—LEAVES WITH PAY

9.1 Sick Leave

9.1.1 Unit members shall earn sick leave credit at the rate of one (1) hour for each eighteen (18) hours of paid service during the academic year. Sick leave credit will not be earned for any fraction of eighteen (18) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.

9.1.2 Reporting and Verification — Any unit member using sick leave benefits under provisions of this Article shall provide the employee's Immediate Supervisor with a signed REPORT OF ABSENCE

form upon return to duty.

- 9.1.3 **Notification of Absence** — Unit members shall notify the immediate supervisor and/or the Division Secretary as soon as practically possible so that arrangements can be made for cancellation of class or obtaining a substitute. If the unit member becomes ill or another emergency arises during the day, he/she shall notify the immediate supervisor and/or the Division Secretary of the absence.

9.2 Personal Necessity Leave

- 9.2.1 Unit members may not use more than four (4) days of accumulated Sick Leave credit in an academic year for Personal Necessity Leave.
- 9.2.2 A unit member shall submit notification for Personal Necessity to his/her supervising dean at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible.
- 9.2.3 Such leave may be used at the discretion of the unit member.
- 9.2.4 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit member's immediate supervisor.

9.3 Bereavement Leave

- 9.3.1 Unit members of the bargaining unit may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, or five (5) working days if out-of-state travel is required, per occurrence on account of death of any member of the member's immediate family.
- 9.3.2 "Member of the immediate family," as used in this section means the mother, father, stepmother, stepfather, grandmother, grandfather, or grandchild of unit member or unit member's spouse, and spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, sister, registered domestic partner or any immediate relative living in immediate household of unit member.
- 9.3.3 An extension of bereavement leave may be requested under personal necessity leave.
- 9.3.4 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit member's immediate supervisor. The unit member shall provide verification satisfactory to the District.

9.4 Industrial Accident and Illness Leave

- 9.4.1 For an accident or illness which is job-incurred, and upon the written request of the employee, unit members shall be provided leave benefits as stipulated by law not to exceed sixty (60) days.
- 9.4.2 Periodic medical reports may be required during extended absence of a unit member. A unit member returning to work from industrial accident or illness leave shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions.
- 9.4.3 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit member's immediate supervisor.

9.5 Jury Duty

- 9.5.1 When regularly called for jury duty in the manner provided by law, members of the bargaining unit shall be granted a leave of absence without loss of pay for the time the unit member is required to perform jury duty during the unit member's regularly assigned working hours.

- 9.5.2 Request for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.
- 9.5.3 Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.
- 9.5.4 A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- 9.5.5 The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.
- 9.5.6 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the unit member's immediate supervisor.

9.6 Paid Parental Leave

The District shall provide eligible unit members with paid Parental Leave pursuant to Education Code section 87780.1.

ARTICLE 10—CONFERENCE AND TRAVEL

- 10.1 Conference and Travel funds are the funds available to unit members from the Staff Development Funds and are to be used to upgrade or improve the unit member's ability to perform his/her assignment.

The funds may be used to cover the cost of transportation, meals, lodging, registration fees or other expenses related to a professional conference, seminar or class.

10.2 Guidelines

- 10.2.1 To be eligible, a unit member must have taught a minimum of four (4) out of the last eight (8) semesters (or summer session) for the District.
- 10.2.2 Funds are awarded on a first come, first served basis.
- 10.2.3 The maximum amount per unit member shall be determined by the District's Staff Development Committee.
- 10.2.4 An eligible unit member will be funded over a two (2) year period of time the amount determined by the District's Staff Development Committee.
- 10.2.5 At the conclusion of the funded activity, the unit member must file a one (1) page report summarizing the activity. The report should include how the information obtained will be used in the unit member's assignment. The report will be sent to the Director of Human Resources Development and Personnel Services.

ARTICLE 11—EVALUATIONS

- 11.1 Except for programs that do not follow the semester schedule, such as police academy, fire academy, etc., evaluations will follow the evaluation schedule as follows:

Evaluation Timeline	Fall Semester	Spring Semester
Begin Semester based on Academic Calendar:	Approximately August 20	Approximately January 14
Dean or appropriate administrator Schedules "peer evaluator":	On or before October 1	On or before March 1
Peer Evaluator schedules and performs classroom evaluation:	On or before November 15	On or before April 15
Peer Evaluator completes evaluation, meets with unit member and submits to supervising Dean or appropriate administrator:	On or before November 30	On or before April 30
Supervising Dean or appropriate administrator completes evaluation of unit member, including meeting and reviewing evaluation, if requested by either party:	On or before December 15	On or before May 15

- 11.2 The process for unit member evaluations will follow the directions attached to the part-time faculty evaluation. For programs that do not follow the semester schedule the process will be the same however, the timeline will be modified to accommodate the program, at the discretion of the District. Specifically, this applies to public safety academies. Administration of Justice courses that follow the semester schedule in the degree program will follow the process outlined in Article 11.1.

11.2.1 The evaluator shall use the appropriate part-time faculty evaluation forms. (Exhibit C)

11.2.2 Evaluators will receive training prior to performing evaluations.

- 11.3 Every unit member must be evaluated once (1) each semester in each of the first three (3) semesters of service and every sixth (6th) semester of service thereafter. All modalities may be evaluated. Faculty teaching a modality for the first time will be evaluated in that modality. Administrators shall have the right to evaluate unit members more frequently as deemed necessary by mutual agreement of the Dean or appropriate administrator and YC-AFT. If mutual agreement cannot be reached, the decision shall be made by the College Vice-President in consultation with YC-AFT.

- 11.4 Elements of evaluation shall be work station observation (peer and/or Dean or appropriate administrator), and student input and may include self-evaluation, at the unit member's option. The evaluator will obtain student input by providing the student evaluation form to students in all courses taught in all modalities by the part-time faculty member. The evaluator will collect the completed forms and maintain the confidentiality of student feedback. The content of all student evaluations, but not the names or any identifying information, will be shared with the unit member being evaluated.

11.4.1 The following factors shall be considered in every evaluation of a unit member:

- 11.4.1.1 Acceptance of responsibility
- 11.4.1.2 Effectiveness of communications
- 11.4.1.3 Effectiveness of instruction/student services
- 11.4.1.4 Expertise in subject matter

11.4.1.5 Techniques of instructions/skill in accomplishing responsibilities/assignments

- 11.4.2 Optional acknowledgement should include, but is not limited to, participation in professional responsibilities and other internal and external professional activities that further the image and growth of the college (e.g., participation on college committees, program review, student activity advisement, etc.).
- 11.5 A unit member may be evaluated by a senior unit member and/or by the supervising Dean or appropriate administrator of the program, at the discretion of the District. The supervising Dean or appropriate administrator may select any unit member to complete the evaluation.
- 11.6 For each evaluation performed, the unit member may select compensation at the rate of \$300 per evaluation or four (4) hours of flex credit, and shall notify the supervising Dean or appropriate administrator prior to the evaluation. Mileage at the prevailing District rate shall be paid for off-campus evaluations.
- 11.7 The Dean or appropriate administrator shall notify the unit member of the impending evaluation and who the evaluator will be. The evaluator shall provide unit member with an evaluation schedule at least one week prior to the in-class evaluation. Within three instructional days of being notified who the evaluator will be, the unit member has a right to request a different evaluator if the unit member believes there is a demonstrable conflict of interest. The request will be made to the Human Resources Office and provide any documentation and evidence of that conflict. The Chief Human Resources Officer will make a final determination as to the merits of the request and direct the appropriate Dean or administrator to appoint a different evaluator if the request is sustained.
- 11.8 In the event that the unit member receives an overall “needs improvement” the Dean or appropriate administrator shall hold a meeting with the unit member to discuss specific areas for improvement, on or before the deadline specified in 11.1. The outcome of this meeting will include a written plan of improvement for the unit member. The unit member shall be evaluated in three (3) subsequent semesters. In the event the unit member receives a consecutive “needs improvement” at the discretion of the District, the unit member may not be offered a subsequent contract. Two consecutive “needs improvement” shall be equivalent to “Unsatisfactory”.
- 11.9 If the evaluation is not acceptable to the unit member, he/she will have the option to attach written comments within ten (10) days of review of the evaluation with the supervising Dean or appropriate administrator.
- 11.10 In the event the evaluation is not performed within the timeline specified in 11.1, the evaluation shall be assumed to be satisfactory and future evaluations shall be scheduled according to section 11.3 of this Article.

ARTICLE 12—GRIEVANCE PROCEDURE

12.1 Definition

12.1.1 A grievance shall be a written complaint by:

- 12.1.1.1 A unit member that he/she has been adversely affected by a misinterpretation, misapplication or violation of the provisions of this Agreement, or
- 12.1.1.2 YC-AFT that it has been adversely affected by a misinterpretation, misapplication or violation of rights directly affecting it or as a co-filer with an individual grievant. In the event that the YC-AFT has a grievance directly affecting it, the grievance shall be filed at Level I, or with the District’s consent, at Level II.

12.1.2 A “day” is an instructional day.

12.2 Right to Representation

At the College President or designee level, the grievant may choose to be represented either by a YC-AFT agent or him/herself alone.

12.2.1. Where the grievant chooses to represent him/herself, the YC-AFT shall have the right to be represented by an observer at meetings between the grievant and the College President or designee. The District shall notify the YC-AFT of such meetings.

12.2.2 Whenever a unit member chooses to pursue a grievance without YC-AFT representation, the grievant shall assure that the YC-AFT has been notified by securing the YC-AFT number on the grievance form from the YC-AFT grievance chair.

12.2.3 Whenever a unit member chooses to pursue a grievance without YC-AFT representation, the District shall notify the YC-AFT of any settlement mutually proposed by the grievant and the District at any level.

12.2.4 YC-AFT shall have the right of comment prior to finalization of such a proposed settlement.

12.2.5 At Level IV, the grievant must be represented by YC-AFT. Should YC-AFT choose not to appeal to this level, the administrative remedy of the grievant shall be deemed exhausted.

12.3 Forms for processing grievances shall be designed jointly by YC-AFT and the District.

12.4 Any level of the grievance procedure may be waived by mutual consent of the grievant and the District.

12.5 Failure to meet time limits.

12.5.1 If the District fails to communicate its decision at any level within the specified time limit, the grievant will have the right to appeal to the next level within the time limits provided in this Article.

12.5.2 Failure by the grievant to appeal a decision of the District at any level within the specified time limits shall result in the District’s decision becoming final, and the failure to appeal shall be considered a waiver of the grievant’s right to appeal.

12.6 Any reference to number of days in this Article may be altered for any specific case by mutual agreement between either YC-AFT and the District or, the grievant and representatives of the District in those cases where YC-AFT is not representing the grievant.

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

12.8 Informal Level

Within thirty (30) days after the grievant knew, or could reasonably be expected to have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the immediate Academic Administrator to attempt to resolve the alleged grievance. The informal level may continue as long as the grievant and Academic Administrator are working to resolve the alleged grievance. The grievant may elect to elevate the grievance to a Level I at any time.

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

situation occurs within the last thirty (30) days of the spring semester, the grievant shall have the first fifteen (15) days of the fall semester in which to pursue the grievance at the informal level.

The Federation and the District are mutually committed to provide professional development to all Academic Administrators to ensure compliance with the contract and ensure that grievances are resolved at the lowest possible level.

12.9 Grievance Levels

12.9.1 Level I. Within twenty (20) days after the conclusion of the informal level, the grievant shall submit the grievance in writing to his or her Academic Administrator. Within ten (10) days of receipt of the grievance, the Academic Administrator will schedule and hold a meeting with the grievant. The Academic Administrator will render a decision in writing within ten (10) days of the meeting.

12.9.2 Level II. If the grievance is not resolved at Level I, the grievant may submit the grievance to the College Vice President. The submission must be made within ten (10) days of the receipt of the decision at the previous level, and must certify that the previous level meeting was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the College Vice President will schedule and hold a meeting with the grievant. A written decision will be given within ten (10) days of the meeting.

12.9.3 Level III. If the grievance is not resolved at Level II, the grievant may submit the grievance to the College President. The submission must be made within ten (10) days of the receipt of the decision at the previous level, and must certify that the previous level meeting was held, indicating the date and issues discussed. Within twelve (12) days of the receipt of the grievance, the College President will schedule and hold a meeting with the grievant. A written decision will be given within ten (10) days of the meeting.

12.9.4 Level IV. If the grievance is not resolved at Level III, YC-AFT may submit the grievance to Final and Binding Arbitration within fifteen (15) days of receiving that decision.

12.9.4.1 If the matter is submitted to Arbitration, the District shall within ten (10) days request a list of Arbitrators from the State Conciliation and Mediation Service or the American Arbitration Association. If the Federation and the District are unable to agree upon an Arbitrator from a list, they shall strike names from the SCMS list until only one name remains. The order of striking names shall be determined by lot.

12.9.4.2 Arbitration shall be commenced within twenty (20) days of the selection of the Arbitrator, or as soon thereafter as the Arbitrator's schedule permits.

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

12.9.4.4 As soon as possible after the matter is submitted to the Arbitrator, the arbitrator shall submit in writing, to both parties, a final and binding decision. The parties shall, thereafter conform their conduct and shall satisfy or apply all obligations imposed by virtue of the Arbitrator's decision.

12.10 Miscellaneous Provisions

12.10.1 If the grievance is not settled at Levels I, II or III, only the Federation may determine to submit the matter to Level IV Binding Arbitration.

- 12.10.2 The Federation and the District shall each bear their own costs associated with any step in the grievance procedure, including arbitration. Any mutually incurred costs associated with arbitration, including fees of the arbitrator, and including any costs for a court reporter and transcript for arbitration, shall be shared by the Federation and the District equally.
- 12.10.3 The Office of Human Resources shall document the outcome of each grievance and shall ensure consistency in the application of the contract across the District.
- 12.10.4 The Office of Human Resources shall serve as a technical assistance provider in the administration of the grievance process, including but not limited to monitoring timelines, coordinating communications and schedules with the Federation on arbitration.

ARTICLE 13—DURATION OF AGREEMENT

- 13.1 Upon ratification by YC-AFT and the Board of Trustees, the term of this Agreement shall be from July 1, 2019 through June 30, 2022.
- 13.2 This Agreement shall constitute the full and complete understanding between the parties and shall supersede and cancel all previous collective bargaining agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. This Agreement shall not be deemed to supersede any side-letters or MOUs with individuals effective and in existence at the time this Agreement is finalized and approved.
- 13.3 Savings Clause
- 13.3.1 If any article, section, or provision of this Agreement shall be found to be contrary to, or in conflict with, Federal or State law, that article, section, or provision shall be voidable with no effect on any other article, section or provision because of the contradiction or conflict with Federal or State law.
- 13.3.2 If such an article, section, or provision is rendered voidable, it shall be subject to renegotiation. The parties shall agree to meet at mutually agreed time within (30) days of request to renegotiate the article, section, or provision(s) affected.

ARTICLE 14—NO STRIKE/LOCKOUT

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by YC-AFT or by its officers, agents, unit members during the term of this Agreement. Similarly, it is agreed and understood that the Board will not, during the term of this Agreement, conduct a lockout nor lockout any bargaining unit member or members as a result of a strike by other District employees.

ARTICLE 15—PERSONNEL FILES

- 15.1 Unit members shall have the right to inspect materials in their personnel files upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District, and provided that the request is made at least one (1) day in advance. Information of a derogatory nature, except material mentioned in the second paragraph of Education Code §87031, shall not be entered or filed unless and until the unit member is given fifteen (15) days written notice and an opportunity to review and comment thereon. The unit member shall have the right to enter, and have attached to any such derogatory material, his/her own comments. Anonymous materials shall not be entered in the file unless first substantiated by District investigation.
- 15.2 Unit members shall be furnished, at his/her request and at his/her expense, the reproduction of any items in his/her personnel file.
- 15.3 Unit members may place in his/her personnel file any material relevant to his/her career or advancement.

ARTICLE 16—INTERNAL PROMOTIONAL OPPORTUNITIES

- 16.1 Unit members have the right to apply for any full-time faculty vacancy.
- 16.2 The District will notify all part-time faculty by District email of all full-time faculty vacancies available within the District when the positions are publicly advertised.

ARTICLE 17—DISCIPLINE AND COMPLAINT PROCEDURE

- 17.1 Investigation of Formal and Informal Complaints:
 - 17.1.1 If required by law, the District shall provide to the unit member a copy of the complaint to be investigated prior to any investigatory meeting. In all other cases, the District shall inform the unit member of the general nature of the allegations and provide the unit member the opportunity to confer privately with a designated Federation representative, if requested.
 - 17.1.2 To the extent required by law, the unit member shall receive a written summary of the Investigator's findings, including whether the allegations investigated were or were not sustained.
 - 17.1.3 District policy and law prohibit retaliation of any kind against anyone the unit member believes to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for discipline up to and including termination.
- 17.2 Nothing in this Article constitutes a waiver of the District's rights under the Education Code, including but not limited to Education Code Section 87665. In the discretion of the District, the unit member may also be suspended without pay or issued a written reprimand.
- 17.3 Disciplinary Meeting: Prior to being called to a meeting with their supervisor, bargaining unit members shall be given notification of the purpose of any meeting that could reasonably lead to discipline of the unit member. Upon request, unit members shall be allowed to have their YC-AFT representative present during this meeting and all other meetings related to the discipline or dismissal of unit members.
- 17.4 Disciplinary Action. At a meeting where discipline is issued, the unit member shall receive written notice of the reasons for discipline. The unit member shall be given an opportunity to review and respond in writing to the reasons for discipline, which shall be placed in the unit member's personnel file.

17.5 Improvement Plans. Improvement plans based on evaluation of professional duties shall be covered in Article 11. A plan initiated under Article 11 shall not be considered a disciplinary action and is subject to all other provisions of this agreement.

Clare Bohm
Yuba College-American Federation of Teachers (YC-AFT)

2/10/2020
Date

Yuba Community College District (District)

Date

EXHIBIT A

PART-TIME FACULTY WORKLOAD PART-TIME ASSIGNMENTS/WORKLOAD GRIDS

Part-Time Faculty Assignments for an Academic Year*

- 30.0 full-time faculty load x .67 = 20.0 load units
- .67 = 100% of Part-Time Faculty Assignment
- 20.0 units = 100% of Part-Time Faculty Teaching Load
- 960.0 hours = 100% of Part-Time Faculty Non-Teaching Load
- Semester/Session Date Definitions
 Fall semester: August 1st through December 31st
 Spring semester: January 1st through May 31st
 Summer Session: June 1st through July 31st

*Academic Year includes fall and spring semesters only exclusive of summer session

PART-TIME FACULTY WORKLOAD GRIDS FOR NON-TEACHING AND TEACHING ASSIGNMENTS:

Non-Teaching Per Unit/Hours Workload Grid				
Load Units	FTE of 67%	Percent of 67%	Non-Teaching Total Hours	36 Weeks Hrs Per Week
20.0	1.00	100.00	960.00	26.67
1.0	0.05	5.00	48.00	1.33
2.0	0.10	10.00	96.00	2.67
3.0	0.15	15.00	144.00	4.00
4.0	0.20	20.00	192.00	5.33
5.0	0.25	25.00	240.00	6.67
6.0	0.30	30.00	288.00	8.00
7.0	0.35	35.00	336.00	9.33
8.0	0.40	40.00	384.00	10.67
9.0	0.45	45.00	432.00	12.00
10.0	0.50	50.00	480.00	13.33
11.0	0.55	55.00	528.00	14.67
12.0	0.60	60.00	576.00	16.00
13.0	0.65	65.00	624.00	17.33
14.0	0.70	70.00	672.00	18.67
15.0	0.75	75.00	720.00	20.00
16.0	0.80	80.00	768.00	21.33
17.0	0.85	85.00	816.00	22.67
18.0	0.90	90.00	864.00	24.00
19.0	0.95	95.00	912.00	25.33
20.0	1.00	100.00	960.00	26.67

Teaching Per Unit Workload Grid		
Load Units	FTE of 67%	Percent of 67%
20.0	1.00	100.00
1.0	0.05	5.00
2.0	0.10	10.00
3.0	0.15	15.00
4.0	0.20	20.00
5.0	0.25	25.00
6.0	0.30	30.00
7.0	0.35	35.00
8.0	0.40	40.00
9.0	0.45	45.00
10.0	0.50	50.00
11.0	0.55	55.00
12.0	0.60	60.00
13.0	0.65	65.00
14.0	0.70	70.00
15.0	0.75	75.00
16.0	0.80	80.00
17.0	0.85	85.00
18.0	0.90	90.00
19.0	0.95	95.00
20.0	1.00	100.00

**PART-TIME FACULTY WORKLOAD
PART-TIME ASSIGNMENTS/WORKLOAD
GRIDS COMBINATION TEACHING/NON-
TEACHING**

Teaching Assignment:

- 20.0 load units maximum per academic year exclusive of summer session

Non-Teaching Assignment:

- 20.0 load units maximum per academic year exclusive of summer session
- Hours per week non-teaching assignment – fall and spring semesters
 $.67 \times 40$ hours non-teaching = 26.67 hours per week
 26.67 hours per week $\times 18$ weeks = 480 hours maximum per semester
 480 hours $\times 2$ semesters = 960 hours non-teaching maximum per academic year
- Hours per week non-teaching assignment – summer session
 30 hours per week = maximum hours for summer session

Teaching and Non Teaching Combination 67% Workload Grid for One Semester					
Teaching Assignment by # of Load Units		Total Non-Teaching Hours with Teaching Load Units	18 Weeks Hours Per Week		Total Workload for One Semester
0.0	+	480 hours	26.67	=	10 load units
1.0	+	432 hours	24.00	=	10 load units
2.0	+	384 hours	21.33	=	10 load units
3.0	+	336 hours	18.67	=	10 load units
4.0	+	288 hours	16.00	=	10 load units
5.0	+	240 hours	13.33	=	10 load units
6.0	+	192 hours	10.67	=	10 load units
7.0	+	144 hours	8.00	=	10 load units
8.0	+	96 hours	5.33	=	10 load units
9.0	+	48 hours	2.67	=	10 load units
10.0	+	0 hours	0.00	=	10 load units

Example of a Combination Assignment:

- Part-Time faculty assigned 3.0 load units teaching per semester
 3.0 load units $\times 2$ semesters = 6.0 load units = 30% of the 67% workload
- Part-Time faculty assigned to 8.0 hours non-teaching per week per semester
 8.0 hours $\times 18$ weeks = 144 hours $\times 2$ semesters = 288 hours non-teaching = 30% of the 67% workload
- The combined teaching and non-teaching assignment is 60% of the 67% maximum Part-Time Faculty Workload

EXHIBIT B

YUBA COMMUNITY COLLEGE DISTRICT
YC-AFT Adjunct Academic Employees
Salary Schedule - Effective July 1, 2017

STEP	BA/BS AA/AS		BA/BS + 75 MA		DOCTORATE	
	LEC	LAB	LEC	LAB	LEC	LAB
1	47.81	32.03	49.37	33.08	50.98	34.16
2	52.54	35.20	54.15	36.28	55.73	37.33
3	57.33	38.41	58.92	39.48	60.51	40.54
4	62.13	41.62	63.72	42.70	65.28	43.74
5	66.88	44.81	68.49	45.89	70.05	46.93
6	71.66	48.02	73.23	49.06	74.84	50.14
7	76.46	51.23	78.02	52.27	79.64	53.36
L	81.24	54.43	82.90	55.54	84.63	56.70
2L	86.31	57.83	88.09	59.03	89.93	60.25

Salary schedule placement article 7.5

ASSIGNMENTS WITH STIPENDS:

	<u>Head Coach</u>	
<u>Sport</u>	<u>Stipend</u>	<u>Load</u>
Soccer	6,778.80	7.5
Football	6,778.80	7.5
Basketball	6,778.80	7.5
Volleyball	6,778.80	7.5
Softball	6,778.80	7.5
Basball	6,778.80	7.5
Track & Field	6,778.80	7.5
Tennis	5,629.31	7.5
Cross Country	5,629.31	7.5
Golf	5,629.31	7.5

Effective: Fall 2017
 COLA: 1.430%
 COLA: 0.13% (additional COLA in 2019/20 retro to Fall 2017)

YUBA COMMUNITY COLLEGE DISTRICT

YC-AFT Adjunct Academic Employees Salary Schedule - Effective July 1, 2018

STEP	BA/BS AA/AS		BA/BS + 75 MA		DOCTORATE	
	LEC	LAB	LEC	LAB	LEC	LAB
1	49.11	41.74	50.71	43.10	52.37	44.51
2	53.96	45.87	55.62	47.28	57.24	48.65
3	58.89	50.05	60.51	51.44	62.15	52.83
4	63.81	54.24	65.45	55.63	67.05	57.00
5	68.69	58.39	70.35	59.80	71.95	61.15
6	73.60	62.56	75.21	63.93	76.87	65.34
7	78.53	66.75	80.13	68.11	81.80	69.53
L	83.44	70.92	85.15	72.38	86.93	73.89
2L	88.65	75.35	90.48	76.91	92.37	78.51

Salary schedule placement article 7.5

ASSIGNMENTS WITH STIPENDS:

	<u>Head Coach</u>	
<u>Sport</u>	<u>Stipend</u>	<u>Load</u>
Soccer	6,962.51	7.5
Football	6,962.51	7.5
Basketball	6,962.51	7.5
Volleyball	6,962.51	7.5
Softball	6,962.51	7.5
Basball	6,962.51	7.5
Track & Field	6,962.51	7.5
Tennis	5,781.86	7.5
Cross Country	5,781.86	7.5
Golf	5,781.86	7.5

Effective: Fall 2018
 COLA: 2.710%
 Lab increase to .85%

YUBA COMMUNITY COLLEGE DISTRICT

YC-AFT Adjunct Academic Employees

Salary Schedule - Effective July 1, 2019

STEP	BA/BS AA/AS		BA/BS + 75 MA		DOCTORATE	
	LEC	LAB	LEC	LAB	LEC	LAB
1	50.71	43.10	52.36	44.51	54.07	45.96
2	55.72	47.36	57.43	48.82	59.10	50.24
3	60.81	51.68	62.49	53.11	64.18	54.55
4	65.89	56.01	67.58	57.44	69.24	58.85
5	70.93	60.29	72.64	61.75	74.29	63.15
6	76.00	64.60	77.66	66.01	79.38	67.47
7	81.09	68.92	82.75	70.33	84.47	71.80
1L	86.16	73.24	87.93	74.74	89.76	76.29
2L	91.54	77.81	93.43	79.42	95.38	81.07

Salary schedule placement article 7.5

ASSIGNMENTS WITH STIPENDS:

<u>Sport</u>	<u>Head Coach</u>	
	<u>Stipend</u>	<u>Load</u>
Soccer	7,189.48	7.5
Football	7,189.48	7.5
Basketball	7,189.48	7.5
Volleyball	7,189.48	7.5
Softball	7,189.48	7.5
Basball	7,189.48	7.5
Track & Field	7,189.48	7.5
Tennis	5,970.35	7.5
Cross Country	5,970.35	7.5
Golf	5,970.35	7.5

Effective: Fall 2019
COLA: 3.280%

EXHIBIT C

EXHIBIT D



YUBA COMMUNITY COLLEGE DISTRICT
Part-Time Faculty Evaluation Agreement and Timesheet

MEMORANDUM

TO: Vice President/President and Human Resources Colleague ID: _____
RE: Part-Time Faculty Evaluation Agreement

I, _____

agree to evaluate _____, a part-time faculty instructor
_____ for a \$300 dollar stipend or
_____ for four (4) hours of flex credit during the Fall _____/Spring _____ semester.

I understand and agree that to be compensated as outlined above, I must complete the Part-Time Faculty Evaluation as prescribed in the "Agreement Between Yuba Community College District and Yuba College – American Federation of Teachers" Article 11, including all complying with all timelines and utilizing all forms as prescribed in the Article.

Professor Signature Date

Dean or Director Signature Date

Evaluation completed on: _____

Dean/Vice President Signature Date

Please forward Agreement and Evaluation to the Vice President of Instruction after evaluation process has been completed and Dean/Executive Dean signature has been obtained.

Vice President or President Date

Evaluation Timeline

<u>Fall Semester</u>	<u>Spring Semester</u>
<u>Begin Semester based on Academic Calendar:</u> Approximately August 20	Approximately January 14
<u>Dean or Director Schedules "peer evaluator":</u> On or before October 1	On or before March 1
<u>Peer Evaluator schedules and performs classroom evaluation:</u> On or before November 15	On or before April 15
<u>Peer Evaluator completes evaluation and meets with unit member and submits to supervising Dean or Director:</u> On or before November 30	On or before April 30
<u>Supervising Dean completes evaluation of unit member, including meeting and reviewing evaluation, if requested by either party:</u> _____ On or before December 15	On or before May 15

GL Account: ACS 11.990.1.39.601000.1410 – YC HR: _____ Date: _____
WCA 11.990.5.91.601000.1410 – WCC

EXHIBIT E

	Committee Name	Number of Participants	Compensation
District	DC3	2	\$825
	Calendar Committee	1	\$425
	District IT	2	\$425
Yuba	Academic Senate	2	\$825
	College Council	1	\$825
	College Effectiveness & Accreditation	1	\$825
	Curriculum	2	\$825
	Distance Education	2	\$425
	Flexible Calendar	1	\$425
	Leadership in Equity, Achievement, & Diversity	1	\$425
	Planning & Budget	1	\$825
	Student Learning Outcomes	1	\$425
	Guided Pathways	1	\$825
Woodland			
	Academic Senate	2	\$825
	College Council	1	\$825
	Diversity Committee	1	\$425
	FLEX/Professional Development Committee	1	\$825
	Safety Committee	1	\$425
	Student Success Committee	1	\$425
	Guided Pathways	1	\$825
	Curriculum	1	\$825
	Distance Education	2	\$425
	Planning and Institutional Effectiveness ("PIE")	1	\$825

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