



## AGREEMENT

Between

**The Yuba Community College District**

and

**Yuba College Faculty Association**

**July 1, 2010 through June 30, 2013**

Board Adopted: August 4, 2010

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## **ARTICLE 0.0 – ACADEMIC FREEDOM**

Current Board Policy states:

- 0.1 Academic employees must be free to teach and the students free to learn. Both must have access to the full range of ideas, materials, and options. It is the responsibility of academic employees to encourage students to study varying points of view and to respect the students' right to form, hold, and express judgments, opinions, and beliefs, clearly identifying them as such.
- 0.2 The responsibility of protecting academic freedom rests with the Board of Trustees (Board), administration, educational supervisors, and academic employees. Academic employees have a primary responsibility to develop the curriculum and select instructional materials and methods of presentation appropriate to meet the goals of that curriculum. Academic employees, educational supervisors, and administrators may recommend policies for Board consideration when there are criticisms of staff, methods, or materials. Academic employees, educational supervisors, and administrators must develop procedures to implement those Board-adopted policies related to academic freedom.
- 0.3 When academic employees are performing their assigned responsibilities, they shall be free to express personal opinions and pursue scholarly, literary, and/or artistic endeavors.

## **ARTICLE 1.0 – RECOGNITION**

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

## **ARTICLE 2.0 – ASSOCIATION RIGHTS**

- 2.1 The Association retains all rights guaranteed to employee organizations under Government Code Sections 3540 and following and all rights accorded by the Public Records Act, (Gov. Code Sec. 6250 and following), the Ralph M. Brown Act (Gov. Code Sec. 54950 and following) and all other applicable provisions of law, and the exercise of the Association's rights shall be limited only by the terms of this Agreement.
- 2.2 Use of Buildings and Facilities
  - 2.2.1 The Association shall have the right to use institutional facilities at reasonable times for the purpose of meetings.
  - 2.2.2 Telephone Usage - The Association shall pay all of its own telephone costs.
  - 2.2.3 Postage Machine - The Association shall pay all its own postage costs.

- 2.2.4 The District shall provide the Association with a secure office, currently Room 2 in Osuna Hall, on the Yuba College Campus and with a secure and accessible office on the Woodland Community College and Clear Lake campuses. Should the District need any of these locations for its own use, it is understood that the Association would be provided with thirty (30) days' notice to relocate its files to a new secure, accessible location provided by the District.
- 2.2.5 Notice of Activities - The Association shall have the right to post notices of activities and matters of Association concern in mail rooms and in division offices on all campuses and via District e-mail and District Web servers, provided that such communications are dated and bear the Association's identification as the distributor. Content maintained on District electronic systems will be subject to and conform to District Policies.
- 2.2.6 Distribution of Materials - The Association may distribute organizational materials on District property, provided that such distribution does not interfere with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Duly authorized communications may be placed by the Association in campus and electronic mailboxes of employees, provided that such communications are dated and bear the Association's identification as the distributor. Content maintained on District electronic systems will be subject to and conform to District Policies.
- 2.2.7 Access to District Property - Authorized representatives of the Association shall be permitted access to District property to conduct proper Association business provided that the conducting of such business does not interfere with the duties of District employees.
- 2.2.8 Faculty Offices - The District shall attempt to provide a reasonable and equipped office for each Unit Member.
- 2.3 Roster of Unit Members
  - 2.3.1 Names, "step and class," and non-confidential addresses and telephone numbers of Unit Members, as provided to the District by the Unit Members, shall be provided to the Association President or his/her designee twice annually during the term of this Agreement current as of October 1 and March 1 provided by October 15 and March 15 respectively. Human Resources shall supply this information.
  - 2.3.2 By the fifth (5<sup>th</sup>) of each month, the District shall provide the Association treasurer with a list showing each Unit Member's regular salary (exclusive of any extra pay [EP] amounts) for the previous month. Human Resources shall supply this information.
- 2.4 Board Agenda
  - 2.4.1 The Association shall be provided two (2) copies of the public Board packet prior to each regularly scheduled Board meeting at the same time

that the packet is sent to the Trustees. In addition, a copy shall be sent to the Association designee at Woodland Community College and the Clear Lake campus.

2.4.2 Upon eight (8) working days' notice, the Association has the right to place one or more specific items on the agenda and to speak to such items.

## 2.5 Association Released Time

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

2.5.1 For each year of the contract, one (1) FTEF released time paid for by the District shall be allowed the Association to conduct its business.

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

2.5.2 For each year of contract negotiations, an additional one (1) FTEF (total of two [2] FTEF) release paid for by the District shall be allowed the Association, which may be apportioned as the Association so desires.

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

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

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

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

2.5.4.1 The Association shall send notification of release time distribution to the appropriate College Vice President or Clear Lake Campus Dean, with copies to the Director of Human Resources Development and Personnel Services and to each of the Deans responsible for scheduling the released Unit Members.

- 2.6 The Association shall have the right to have its attorney present in all negotiation sessions and shall notify the District as far in advance as possible whenever the Association intends to have its attorney in a session.
- 2.7 Agency Fee
  - 2.7.1 Upon notification from the Association, the District will automatically deduct from the monthly paycheck of each non-dues paying Unit Member the amount of the Association monthly dues owed, pursuant to Government Code Section 3546.
- 2.8 Upon filing an application form provided by the District, each Unit Member shall have the right to have deductions of at least \$1 per item made from his/her monthly salary for the following:
  - 2.8.1 Dues to the Yuba College Faculty Association
    - 2.8.1.1 Not later than the tenth (10<sup>th</sup>) of each month, the dues shall be deposited to the bank account designated by the Association Treasurer.
  - 2.8.2 Dues to the Faculty Association of California Community Colleges
  - 2.8.3 Dues to a professional association if at least five Unit Members request a deduction for the same organization
  - 2.8.4 Purchase of tax-deferred annuities approved by the District pursuant to IRS regulations
  - 2.8.5 Purchase of Section 529 college investment plans approved by the District pursuant to IRS regulations
  - 2.8.6 Payment to a credit union
  - 2.8.7 Premiums for insurance sponsored by a professional association, the Association, or the District
  - 2.8.8 Contributions to any special fund administered by the District, the Association, or both
  - 2.8.9 Contributions to a student loan fund or a student assistance fund administered by the District
  - 2.8.10 Contributions to any tax-exempt charitable organization, if at least ten (10) District employees request a deduction for the same charitable organization
  - 2.8.11 Contributions to the YCCD Foundation
  - 2.8.12 Such other payments or contributions as may be mutually agreed upon by the District and the Association
- 2.9 No deduction shall be permitted during the term of this Agreement for the payment of any dues, fees, or contributions to any employee organization defined in Government Code Section 3540.1 other than the Association.

- 2.10 The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District Payroll Office prior to the 10th of the month.
- 2.11 The Association agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever and against any claim or suit instituted against the District arising from its collection and deduction of Association membership dues.
- 2.12 Consultation
  - 2.12.1 The Association shall have the right to consult on educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and changes to the Faculty Handbook. The Association and the District shall mutually agree on matters dealing with working conditions.
  - 2.12.2 The District and the Association shall respect written Agreements between the parties. The District shall maintain its relationship with the Association concerning collective bargaining as required by law.
- 2.13 Injunctive Relief
  - 2.13.1 Nothing herein shall preclude the Association from seeking injunctive relief if it feels the District's action in declaring an emergency is inappropriate.
- 2.14 Association Member Titles
  - 2.14.1 Professor - A tenured full-time Unit Member. The title shall be Professor of "the major discipline."
  - 2.14.2 Associate Professor – A non-tenured, full-time tenure track Unit Member. The title shall be Associate Professor of “the major discipline.”
  - 2.14.3 Instructor – A non-tenured, full-time non-tenure-track Unit Member. The title shall be Instructor of “the major discipline.”
  - 2.14.4 Professor Emeritus – A professor retired from the Yuba Community College District. The title shall be Professor Emeritus of the “major discipline.”
- 2.15 Personnel Files
  - 2.15.1 There shall be one personnel file for each Unit Member. The personnel file for each Unit Member shall be maintained by the District in the Human Resources Department. The file shall consist of records of employment with the District, records of educational advancement, and other work experience pertaining to the status of the faculty member's employment with the District, leave forms, transcripts, recommendations, evaluations, correspondence pertaining to the member, and faculty service area designations.

- 2.15.2 A Unit Member may inspect his/her personnel file during normal business hours. A Unit Member may, upon his/her written authorization, designate an Association representative to review the file in the presence or absence of the Unit Member. The District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District administrators and supervisors and authorized Human Resources Department staff.
- 2.15.3 The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined a personnel file, as well as the date such examinations were made.
- 2.15.4 All reviews shall be done in the presence of a management employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.
- 2.15.5 Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt by the District.
- 2.15.6 Any material placed in a Unit Member's personnel file must be signed and dated by the originator and the management person responsible for placing it in the file, and a copy of all materials shall be given to the Unit Member prior to the time of insertion in the personnel file. No anonymous letters or materials shall be placed in a Unit Member's personnel file.
- 2.15.7 In the case of derogatory materials, such material shall not be entered in a Unit Member's personnel file unless and until the Unit Member is given notice and an opportunity to review, comment, and have such comments attached to the material in question. The Unit Member has ten (10) working days to review and comment on any material of a derogatory nature before it is placed in his/her file. If additional time is needed, the Unit member may request a time extension from the Human Resources Department.
- 2.15.8 Materials not included in the personnel file include ratings, reports and records obtained prior to employment of the Unit Member, and any other materials related to application for positions other than permanent certificated positions within the District.
- 2.15.9 In accordance with Title 5, Section 59023, personnel records are classified as records which must be retained permanently



## **ARTICLE 3.0 – DISTRICT RIGHTS**

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

## **ARTICLE 4.0 – LEAVES**

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

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

### **4.2 Sabbatical Leaves**

- 4.2.1 Annually, sabbatical leaves shall be granted to eligible Unit Members (refer to Article 27.4) for the purpose of carrying out an approved program of study or travel which will enable the Unit Member to provide improved service to the District and its students. Consideration will be given to programs which involve one or more of the following categories:
  - Advanced academic study;
  - A professional study project or travel itinerary which constitutes an organized program with clear objectives;
  - Study through work experiences which enable professors to respond to changing educational conditions and student needs.
- 4.2.1.1 Unit Members not excluded by Article 27.4 who have satisfactorily completed at least six (6) consecutive years of full-time service in this District will be eligible to apply for a

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

- 4.2.1.2 The District shall allocate funds in the District Preliminary Budget each fiscal year for financing of sabbatical leaves totaling four (4) FTEF (For example, two [2] full-year sabbaticals and four [4] one-semester sabbaticals or any combination thereof). When the actual number of approved sabbaticals is known, the budget will be adjusted accordingly.
- 4.2.1.3 Leaves granted will be distributed among the various divisions/sites of the District so as not to impair the instructional or student services programs.
- 4.2.1.4 All applications shall be formally submitted to the Leave Approval Committee through the Vice Chancellor of Educational Planning and Services Office not later than December 1 of the previous academic year.
- 4.2.1.5 For each applicant, the Leave Approval Committee shall be composed of the Vice Chancellor of Educational Planning and Services, two (2) Unit Members appointed by the Academic Senate(s), and two (2) Unit Members appointed by the Association. Immediate supervisors shall be utilized as non-voting resource people.
- 4.2.1.6 The Leave Approval Committee shall provide the Chancellor with the recommended leave applications for approval.
- 4.2.1.7 Criteria used for ranking sabbatical leave applications and evaluation procedures shall be developed by the Academic Senate(s) and the Leave Approval Committee as named in 4.2.1.5.
- 4.2.1.8 By the end of the semester immediately following the sabbatical, the Unit Member who has completed a sabbatical leave will submit to the Leave Approval Committee a written report covering the period of the sabbatical. When applicable, a

transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, shall be forwarded through the District Chancellor's office to the Board. The individual shall also make an oral report to the faculty and to the Board if requested by the Leave Committee.

4.2.1.9 The applicant will agree to serve the District immediately following completion of the sabbatical for at least twice the time of the leave granted.

4.2.1.10 Compensation while on sabbatical leave shall be 95 percent of the Unit Member's range and step computed in accordance with the salary schedule in effect during the period of leave with 5 percent of sabbatical compensation (i.e., 5 percent of the 95 percent) held pending 4.2.1.10.1. A sabbatical leave will be counted as service and experience on the salary schedule and time toward retirement.

4.2.1.10.1 Upon Leave Approval Committee acceptance/approval of the written report within the required timeline (4.2.1.8), the 5 percent will be returned to the Unit Member by the next pay period.

4.2.1.10.2 In accordance with Education Code 87775, the District shall be freed from any and all liability for the payment of compensation or damages for the death or injury of a Unit Member occurring while the Unit Member is on sabbatical.

4.2.1.10.3 In the event of death, serious injury, illness, or disability that precludes completion of the sabbatical plan and/or post-sabbatical commitments, the District shall remit the 5 percent of sabbatical compensation (the 5 percent of the 95 percent) held to the Unit Member or to his/her estate.

4.2.1.10.4 Unit Members may elect to receive full CalSTRS service credit for a sabbatical leave by paying their own contribution for the difference between the 95 percent service credit and the 100 percent service credit. It is recommended that three months prior to returning from sabbatical, the Unit Member contact CalSTRS and request a Redeposit Form (i.e., buyback). The Unit Member may pay his/her portion of the service credit only upon completion of the sabbatical; and by requesting the form ahead of time, the Unit Member will be able to pay less interest.

4.2.1.11 Change of Sabbatical Program

4.2.1.11.1 Once the sabbatical leave request has been approved, it is understood that the applicant will, as a minimum, fulfill the approved program within the agreed upon time lines.

4.2.1.11.2 Any deletion or modification of items in the approved program shall be made only after an amended plan has been submitted and approved, using the same procedure as applies to the original leave request.

4.2.1.11.3 Any variation from this, without written permission, will be considered an abrogation of the sabbatical agreement and may render the time void for service credit and experience on the salary schedule and for the accrual of sick leave and will cause the salary withheld to be forfeited to the District and placed in the Retiree Benefit Fund. Such decision shall be determined by the Leave Approval Committee.

4.2.1.11.4 Should the Unit Member fail to complete an approved report (4.2.1.8) and required post-sabbatical service to the District (4.2.1.9), the District has the right to recover a prorata portion of the Unit Member's sabbatical compensation and any related legal fees pursuant to Education Code Section 87771.

4.3 Sick Leave

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

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

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

4.3.2.1 In the event that a Unit Member has exhausted his/her sick leave, the District shall grant the Unit Member up to ten (10) days of sick leave in addition to that accrued in anticipation of

the Unit Member's accruing such leave after he/she returns to duty.

4.3.2.1.1 Should the Unit Member fail to return to duty after having been granted the additional days as provided for in 4.3.2.1, the Unit Member shall reimburse the District for the days advanced. The reimbursement amount will be calculated as a day being equal to 1/176<sup>th</sup> of the Unit Member's regular annual salary; i.e., the reimbursement shall be at the prorata rate.

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

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

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

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

4.3.2.2.3 Once a Unit Member has returned from a medical leave during which donated leave was utilized, the Unit Member is not eligible to accumulate additional donated leave for a term of 6 months.

4.3.3 Any Unit Member who is on paid status while on sick leave, sabbatical, or other paid leave shall continue to earn all employee leave benefits to which entitled. A Unit Member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

4.3.4 If absence because of illness or injury extends beyond the foregoing allowance, the employee may be eligible for "five month law" benefits (Ed. Code 87780). If the employee provides the District with an acceptable medical verification, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee hired to fill the Unit Member's position during the absence or, if no temporary employee is hired, the amount which would have been paid to the temporary employee had one been hired and paid from the Exhibit B-2 Extra Pay (EP) Salary Schedule at the Class II Step 1 level. The benefit provided in this article shall not be cumulative from year to year nor shall an employee be credited with more

than one (1) entitlement of the “five month law” benefit for a single illness or injury. This benefit is available to the employee whether or not he/she is placed on long-term personal leave for health reasons by the Board. Long-term temporary employees are not eligible for this benefit.

- 4.3.5 Sick leave credit received by transfer from a previous school district of a new Unit Member shall be accepted pursuant to the provisions and limitations provided in the Education Code.
  - 4.3.6 All sick leave rights or accumulations shall be canceled when a full-time Unit Member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions and limitations of the Education Code.
  - 4.3.7 Any Unit Member shall have the right to utilize sick leave necessitated by pregnancy, adoption, miscarriage, childbirth, or recovery there from. In order to minimize disruption of the educational process, the Unit Member shall notify his/her appropriate Dean as soon as practical to facilitate scheduling.
  - 4.3.8 Unit Members shall be provided with an accounting of accumulated sick leave annually.
  - 4.3.9 Any Unit Member using sick leave benefits under provisions of this Article shall provide the supervising Dean with a signed “Report of Absence” form upon return to duty.
    - 4.3.9.1 The District may require a statement from a physician verifying the necessity of such absence.
    - 4.3.9.2 Periodical medical reports may be required during extended absence of a Unit Member, if so requested by the District.
    - 4.3.9.3 Unit Members returning to work from illness absence may be required to present a physician's release verifying medical permission to return to work, including restrictions, if any.
  - 4.3.10 The Unit Member shall notify the supervising Dean 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 supervising Dean of the absence (refer to Articles 4.1.3 and 4.1.4).
  - 4.3.11 Sick leave may be utilized by any person placed under quarantine on the same basis as though the person had been ill.
  - 4.3.12 The District may at its expense require an examination by a physician mutually agreed upon by the District and the Association to corroborate a Unit Member's ability to return to work or his/her ability to work because of injury or illness (refer to Article 4.1.5).
- 4.4 Sick Leave for Extra-Pay Teaching, Counseling, and Librarian Assignments

- 4.4.1 Unit Members whose employment is designated as EP assignment(s) employed on an hourly basis (other than Summer Session), shall earn sick leave credit at the rate of one (1) hour for each eighteen (18) hours of paid service. Sick leave credit will not be earned for any fraction of eighteen (18) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.
  - 4.4.1.1 By August 31 of each academic year, the District shall provide each Unit Member with a full accounting of accrued EP sick leave hours.
- 4.4.2 Reporting and verification will be in accordance with Article 4.3.9 above.
- 4.4.3 Notification of absence will be in accordance with Article 4.3.10 above.
- 4.5 Bereavement Leave
  - 4.5.1 Unit Members shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, or five (5) working days if travel of more than 300 miles is required, per occurrence on account of death of any member of the Unit Member's immediate family.
  - 4.5.2 "Member of the immediate family," as used in this section means the mother, father, grandmother, grandfather, or grandchild of the Unit Member or of the Unit Member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, domestic partner or any immediate relative living in the household of the Unit Member.
  - 4.5.3 An extension of bereavement leave may be requested under personal necessity leave.
  - 4.5.4 Upon return to duty, the "Report of Absence" form shall be filed with the Unit Member's supervising Dean. The Unit Member shall provide verification satisfactory to the District.
- 4.6 Long-Term Disability Leave
  - 4.6.1 Consistent with Education Code §87789, the District will grant a long-term leave of absence for any academic employee who has applied for and been certified/qualified by CalSTRS for a disability allowance.
  - 4.6.2 Academic employees utilizing such leave as qualified by CalSTRS shall have the leave extended for the term of the disability, not to exceed 39 months from the time that the academic employee was determined to be eligible by CalSTRS.
- 4.7 Industrial Injury and Illness Leave
  - 4.7.1 For an injury or illness which is job-incurred, and upon the written request of the Unit Member, he/she shall be provided leave benefits under the following provisions:



- 4.7.1.1 Allowable leave shall be sixty (60) days during which the colleges of the District are required to be in session or when the Unit Member would otherwise have been performing work for the District in any one academic year for the same injury.
  - 4.7.1.1.1 Industrial injury or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 4.7.1.2 Allowable leave shall not be accumulated from year to year.
- 4.7.1.3 Industrial injury or illness leave shall commence on the first (1st) day of absence.
- 4.7.1.4 When a Unit Member is absent from his/her duties on account of an industrial injury or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurred and, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- 4.7.1.5 The phrase, "full salary," as used in this Article shall be computed so that it shall not be less than the Unit Member's "average weekly earnings" as that phrase is used in Section 4453 of the Labor Code. For purposes of this Article, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- 4.7.1.6 When an industrial injury or illness leave overlaps into the next fiscal year, the Unit Member shall be entitled to only the amount of unused industrial injury or illness leave due him/her for the same illness or injury.
- 4.7.1.7 Upon termination of the industrial injury or illness leave, the Unit Member shall be entitled to the benefits provided in Education Code Sections 87781 and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial injury or illness leave, provided that if the Unit Member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability, will result in a payment to him/her of not more than his/her full salary.
- 4.7.1.8 During any paid leave of absence, the Unit Member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial injury or illness. The District, in turn, shall issue the Unit Member

appropriate salary warrants for payment of the Unit Member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the Unit Member for periods covered by such salary warrants.

4.7.1.9 Any Unit Member receiving benefits as a result of this Article shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

4.7.2 Periodic medical reports may be required during extended absence of a Unit Member. Unit Members returning to work from industrial injury or illness leave shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions.

4.7.3 Upon return to duty, the "Report of Absence" form shall be filed with the Unit Member's supervising Dean.

#### 4.8 Jury Duty

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

4.8.2 Request for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the Unit Member's supervising Dean.

4.8.3 Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the Unit Member.

4.8.4 A Unit Member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

4.8.5 Upon return to duty, the "Report of Absence" form shall be filed with the Unit Member's supervising Dean. Unit Members will be required to attach jury notice and or proof of service to "Report of Absence" form.

#### 4.9 Military Leave

4.9.1 Upon written request, members of the Association shall be granted military leave if required by the provisions of the State of California Education Code and of the Military and Veterans Code.

4.9.2 Upon return to duty, the "Report of Absence" form, along with verification of military leave, shall be filed with the Unit Member's supervising Dean.

#### 4.10 Personal Necessity Leave

4.10.1 A Unit Member may use, at his/her election, not more than six (6) days of accumulated sick leave credit in a school year for personal necessity leave.

4.10.2 Consistent with Education Code §87784, a Unit Member shall submit notification for personal necessity leave 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. Such leave may be used at the election of the Unit Member who shall not be required to explain the reason.

4.10.2.1 This leave excludes use for recreation, prospective or actual employment, and union activity.

4.10.3 Upon return to duty, the "Report of Absence" form shall be filed with the Unit Member's supervising Dean.

#### 4.11 Other Leaves of Absence; Other Conditions

4.11.1 A Unit Member may be granted a leave of absence without pay by the Board upon recommendation of the Chancellor for a period not to exceed one (1) year.

4.11.2 Such leaves of absence without pay will terminate at the end of the academic year, June 30 but may be extended or renewed with the approval of the Board.

4.11.3 A member of the Association on unpaid leave of absence for 26% or more of the required days of attendance shall be ineligible for step advancement on the salary schedule.

4.11.4 The Board may, on the request of the Unit Member and upon the recommendation of the Chancellor, grant a partial paid leave if the District deems it to be in the best interest of the District and the Unit Member.

4.11.5 Unit Members who have been on approved paid or unpaid leave shall return to an academic bargaining unit position unless mutually agreed otherwise. Salary for those on paid leaves shall include any increments and be subject to the salary schedule in effect upon date of return.

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

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

4.11.6.2 Unit Members who fail to remit premiums as provided above shall be deemed to be ineligible for further participation in the benefit program for the remainder of the unpaid leave.

However, the Unit Member shall be reinstated in the District health and welfare benefit program upon full payment of premiums due, subject to Tri-County Schools Insurance Group (TCSIG) provisions.

#### 4.12 Family Care and Medical Leave

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

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

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

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

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

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

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

#### 4.12.4 Leave Parameters

4.12.4.1 A Unit Member may take a total of twelve (12) weeks of leave during any twelve (12) month period.

4.12.4.2 In general, leave shall not be taken by the Unit Member intermittently or on a reduced leave schedule unless medically necessary. However, the taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the Unit Member is entitled pursuant to this Article.

4.12.4.3 A pregnant Unit Member may utilize the provisions of the Pregnancy Disability Leave Law (PDLL) concurrently with FMLA and subsequently with the California Family Rights Act (CFRA) for the purposes of bonding with the new child.

#### 4.12.5 Maintenance of Insurance Benefits

4.12.5.1 Coverage - During any period that a Unit Member takes Family and Medical Care Leave, the District shall continue to provide the fully paid District group health and welfare life insurance benefits for the duration of the leave at the level and under the conditions coverage would have been provided if the Unit

Member had continued in employment continuously for the duration of such leave.

4.12.5.2 Failure to Return from Leave - The District may recover the premium that it paid for maintaining coverage for the Unit Member under the group health and welfare benefits plan during any period of unpaid Family and Medical Care Leave if the Unit Member fails to return from leave after the period to which the Unit Member is entitled has expired, and the Unit Member fails to return to work for a reason other than

4.12.5.2.1 The continuation, recurrence, or onset of a serious health condition that entitled the Unit Member to leave or

4.12.5.2.2 Other circumstances beyond the control of the Unit Member.

#### 4.12.6 Reinstatement Rights

4.12.6.1 Upon return from an approved family or medical care leave, the Unit Member shall return to the same bargaining unit position unless mutually agreed upon otherwise.

4.12.6.2 Family Care and Medical Leave shall not be considered a break in service for longevity or seniority.

#### 4.12.7 Notice by Unit Member

4.12.7.1 If the Unit Member's need for a leave pursuant to this section is foreseeable, the Unit Member shall provide notice in writing to the appropriate College Vice President or the Clear Lake Campus Dean, with copies to the supervising Dean and to the Director of Human Resources Development and Personnel Services with reasonable notice of the need for the leave.

4.12.7.2 If the Unit Member's need for leave pursuant to this section is foreseeable due to a planned medical treatment or supervision, the Unit Member shall make a reasonable effort to schedule the leave to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring care.

4.12.7.3 The District may require that the Unit Member's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care.

4.12.7.4 The District may require that the Unit Member's request for leave because of the Unit Member's own serious health condition be supported by a certification issued by his/her own health care provider.

- 4.13 Retraining Leave - Retraining Leave is a reassignment of a Unit Member for the purpose of the Unit Member gaining skills in a new area or improving skills in an existing area or when the program has been discontinued or reduced such that the Unit Member would not have a load. The length and percentage of the reassignment may vary according to the specific needs of the Unit Member to reach minimum qualifications and the needs of the District.
- 4.13.1 The District may assign a Unit Member to a Retraining Leave to prepare for a new teaching, counseling, or librarian assignment.
- 4.13.2 Retraining Leave also provides opportunity for study in order to update and upgrade skills for assignments as determined by District needs.
- 4.13.3 Program review may be one of the considerations in determining whether a Unit Member will be participating in a Retraining Leave.
- 4.13.4 The recommendations of the College Vice President or the Clear Lake Campus Dean may indicate areas where the training is needed.
- 4.13.5 Retraining Request
- 4.13.5.1 A Unit Member shall request retraining in writing. The written request must identify the area of interest for the Unit Member's retraining. Additionally, a Unit Member must identify the rationale for the need for retraining along with a proposed timeline and budget for retraining.
- 4.13.6 Retraining Plan
- 4.13.6.1 A contract and retraining plan shall be jointly defined by the Unit Member, the respective Dean, and the appropriate College Vice President. At Clear Lake the plan shall be jointly defined by the Unit Member and the Campus Dean. These documents shall include but not be limited to an indication of the length and schedule of assignment; reimbursement to the Unit Member of costs, such as tuition, mileage, books, and supplies; and any service agreement following the retraining leave. The jointly agreed to final retraining plan submitted shall be approved by the appropriate College Vice President or Clear Lake Campus Dean. In the event that the Unit Member, Dean, and the appropriate College Vice President or Clear Lake Campus Dean cannot reach a jointly developed agreement, the Unit Member may appeal to the appropriate College President. The appropriate President shall render a decision within ten (10) days of the appeal date.
- 4.13.6.2 While on retraining leave, the Unit Member shall receive salary and benefits as if fully employed and shall receive service credit for salary advancement and retirement.
- 4.13.6.3 A Unit Member must complete the retraining plan, as outlined in 4.13.5.1 within 24 months of beginning the plan. This plan

may be extended at the discretion of the District based on the need for retraining.

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

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

#### 4.14 Load Banking Leave

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

4.14.1.1 Load banking units may not be taken in excess of the EP limit of 12 units. By way of example, a Unit Member may teach up to 12 units of EP in any academic year and elect to bank all 12 units; however, no additional units beyond the limit may be taught.

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

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

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

4.14.1.3 A new agreement with the scheduling Dean and the appropriate College Vice President or Clear Lake Campus Dean must be signed prior to the start of the semester or contract year in which the load-banked EP assignment occurs. The Unit Member must complete a Load Bank Agreement form from the Human Resources Office prior to the Load Bank assignment.

4.14.1.4 A minimum of fifteen (15) load banked units must be accrued prior to taking the leave.

4.14.1.5 A Unit Member may bank intersession classes, but not summer session classes.

4.14.1.6 Any hours earned in excess of thirty (30) hours by the end of the semester/contract year, shall be paid to Unit Members in the semester when earned. Payment shall be based upon the

appropriate EP salary schedule and step of the tenured Unit Member.

- 4.14.1.7 Unit Members are required to follow conditions of Article 13.0 Consideration for filling EP, intersession and summer teaching, counseling, librarian, and nursing assignments, pursuant to this section.

#### 4.14.2 Duration and Timing of Leaves

- 4.14.2.1 Load Banking Leaves must be taken in one (1) semester or two (2) semester increments.

- 4.14.2.2 The semester or year selected must be mutually agreeable to the Unit Member and appropriate scheduling Dean, based on the educational program and staffing needs of the college. If no mutual agreement can be reached, the Unit Member may choose from the following options:

- Be paid for the earned semester units taught, such payment to be based upon the EP salary schedule in effect at the time of payment. By way of example, a Unit Member who has thirty (30) load banking units shall be paid for the full forty (40) units actually taught.
- Retain the banked load units for later use. The Unit Member may only retain up to the maximum of thirty (30) load banked units for later use.

- 4.14.2.3 Any flex obligations must be completed during the semester a tenured Unit Member is load banking the EP units. Therefore, no flex obligation will be required when the Unit Member takes load banking leave.

- 4.14.2.4 Tenured Unit Members may not load bank while on any paid or unpaid leave. An exception may be made for sabbatical or retraining leaves.

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

#### 4.14.3 Application for Leave

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

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

- 4.14.3.3 The approved request shall be reviewed by the appropriate College Vice President or Clear Lake Campus Dean and forwarded to the Director of Human Resources Development and Personnel Services.



#### 4.14.4 Salary and Benefits

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

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

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

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

## **ARTICLE 5.0 – TRANSFERS**

### 5.1 Definitions

5.1.1 A transfer is a Unit Member being moved, either voluntarily or District-initiated because of a reduction in force (RIF), to another certificated position within the District for which the Unit Member possesses the minimum qualifications. This article is subject to the provisions of Article 5.1.5.

5.1.2 District-initiated transfers are those reassignments that are initiated by the District because of a reduction in force.

5.1.3 A Requested Voluntary Transfer is one initiated by the tenured Unit Member.

5.1.4 A "position available for transfer" shall mean a position within the Association that the District wishes to fill. The position may be advertised concurrently until the determination for a requested voluntary transfer is determined.

5.1.5 Only tenured Unit Members are eligible for "Requested Voluntary" transfers. Both tenured and non-tenured Unit Members are eligible for District-initiated transfers as referenced in Article 5.4.

### 5.2 General

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

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

5.2.3 A Unit Member shall be assigned to no more than two (2) sites per any one (1) work day unless mutually agreed to by the Unit Member.

### 5.3 Requested Voluntary

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

5.3.2 If only one tenured Unit Member requests a transfer to a position "available for transfer" that is within the Unit Member's discipline, and the Unit Member regularly teaches a minimum of 40% in the discipline as part of regular load, and that Unit Member possesses the minimum qualifications for the position, no hiring committee is needed and the District shall transfer the tenured Unit Member to the new assignment.

5.3.2.1 If the position is not in the same discipline that the Unit Member is currently teaching or if the Unit Member does not possess the minimum qualifications for the position, the Member will not be granted the transfer and the District shall change the "available position for transfer" to an "open" position.

5.3.3 If more than one tenured Unit Member requests a transfer to the same position "available for transfer" that is within the Unit Members' discipline, and the Unit Members regularly teach a minimum of 40% in the discipline as part of their regular loads, and the Unit Members meet the minimum qualifications for the position:

5.3.3.1 The District shall allow the tenured Unit Members to have interviews with a faculty and administration interview committee at the transfer site.

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

5.3.4 When there is more than one (1) request for transfer to the same position, the tenured Unit Member's length of service to the District shall be one of the factors considered in determining whether or not a request for voluntary transfer is to be granted.

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

### 5.4 District Initiated Transfers

5.4.1 The District shall consider the following factors when a District-initiated transfer affects more than one Unit Member because of a RIF: (1) the Unit Member's length of service to the District; i.e., seniority, and (2) the qualifications and demonstrated ability of the Unit Member to perform the required services; i.e., minimum qualifications.

- 5.4.2 District-initiated transfers shall not be made in an arbitrary, capricious, nor discriminatory manner, nor shall discipline be a factor when a District-initiated transfer is considered by the District.
- 5.4.3 The District shall present the reassigned Unit Member a written copy of the reasons for a District-initiated transfer and provide for a conference between the supervising Dean(s) and the Unit Member to discuss the reasons for transfer.
- 5.4.4 If a Unit Member requires retraining in order for the District to complete District-initiated transfer, the District will offer retraining leave at no cost to the Unit Member pursuant to Article 4.13 of this Agreement.
- 5.4.5 In the case of a full load transfer, any Unit Member who provides services at a worksite which would cause travel of more than five (5) miles farther from his/her residence than his/her normal worksite shall be compensated at the amount established by District policy for a maximum of two (2) semesters for the total additional mileage difference if such Unit Member utilizes his/her personal vehicle between his/her residence and his/her worksite.
- 5.4.6 In the case of a partial load transfer, any Unit Member who provides services at a worksite which would cause travel of more than five (5) miles farther from his/her residence than his/her normal worksite shall be compensated at the amount established by District policy for the total additional mileage difference if such Unit Member utilizes his/her personal vehicle between his/her residence and his/her worksite, such compensation to be paid for the duration of the transfer.
- 5.4.7 In the case of a partial-load transfer, any Unit Member required to work at a worksite which would cause travel of more than five (5) miles farther from his/her residence than his/her normal worksite shall be granted a stipend of \$85 per semester to be paid at the end of the semester.

## **ARTICLE 6.0 – EVALUATION**

- 6.1 Purpose: These procedures are to improve instruction and delivery of student services, to provide a basis for Unit Member professional growth, and to comply with California State/Community College laws and regulations.
- 6.2 Definitions
  - 6.2.1 A Non-tenured Unit Member is a Contract Unit Member.
  - 6.2.2 A Tenured Unit Member is a Regular Unit Member.
  - 6.2.3 A Categorical Unit Member is a non-tenure track Unit Member funded by other than unrestricted District general funds.
  - 6.2.4 A Peer evaluator is a tenured Unit Member who agrees to participate in the evaluation of another Unit Member and/or an adjunct academic employee.

- 6.2.5 An Evaluation Committee is composed of all of the individuals selected or required to participate in the evaluation of a Unit Member.
- 6.2.6 Evaluatee is the Unit Member being evaluated.
- 6.2.7 Immediate Supervisor is the educational supervisor or manager to whom the Unit Member being evaluated directly reports.
- 6.2.8 Second Level Administrator is an educational supervisor or manager to whom the immediate supervisor reports. (appropriate College Vice President) .
- 6.2.9 Evaluatee Peer is the tenured Unit Member selected by the evaluatee.
- 6.2.10 Department Peer is the tenured Unit Member selected by the department to represent the department in the evaluation process.
- 6.2.11 Senate Peer is the tenured Unit Member selected by the Academic Senate to represent the Academic Senate in the evaluation process.
- 6.2.12 Student evaluators are any students enrolled in a class (or using a service) being taught by the evaluatee during a period of evaluation who complete an IE 2 or Counselor Survey Form.
- 6.2.13 Temporary evaluation file refers to the package of required written materials as they are being generated during the evaluation of an evaluatee.
- 6.2.14 Chair of the Evaluation Committee is the immediate supervisor or his/her designee, or under special circumstances, could be the second level administrator (see Article 6.2.8).
- 6.3 Schedule for Evaluation: An official list of Unit Members to be evaluated and a schedule of due dates shall be published annually by August 1 by the Director of Human Resources Development and Personnel Services to allow those concerned with evaluations to meet their evaluation responsibilities. Distribution shall be to the appropriate College Vice President or Clear Lake Campus Dean and the President of the Academic Senate.
- 6.4 Participants in Evaluation: Each evaluation shall be conducted by administration, peer Unit Members, and students.
- 6.5 Evaluation of Non-Tenured Unit Members
  - 6.5.1 Frequency of Evaluation, Dates, and Timelines for non-tenured Unit Members
    - 6.5.1.1 Each non-tenured Unit Member shall be evaluated each fall semester; at the recommendation of the evaluation committee, the process may be continued in the spring semester (see Article 6.12.1.5).
    - 6.5.1.2 A non-tenured Unit Member who begins employment with the District effective for the spring semester will undergo the same evaluation process that is conducted during the fall

semester, but beginning with the peer selection and appointment by February 1, initial Evaluation Committee meeting by February 10, completion of peer observations by April 7, and completion of the Summary meeting by May 12. The non-tenured Unit Member will be evaluated again with the full evaluation process in the following fall semester.

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

- 6.5.1.3 By no later than February 15 of any year of the evaluation cycle for a non-tenured Unit Member, the Evaluation Committee shall complete its review and report its recommendations to re-employ or not re-employ and suggestions for improvement regarding the non-tenured Unit Member.
- 6.5.1.4 By no later than February 15 of the fourth year of the evaluation cycle for a non-tenured Unit Member, the Evaluation Committee shall review its findings, for that year and the previous years, and submit to the Director of Human Resources Development and Personnel Services and the Academic Senate President a report as to the satisfactory or unsatisfactory performance of that non-tenured Unit Member.
- 6.5.1.5 By no later than February 15 of the year in which the evaluatee is eligible for tenure (usually the fourth year of evaluation), the Evaluation Committee shall make a recommendation to the Academic Senate whether or not to grant tenure to that non-tenured Unit Member.
  - 6.5.1.5.1 A non-tenured Unit Member shall have completed at least a 75% workload during the academic year to have that year be considered toward the attainment of tenure.
- 6.5.1.6 The Academic Senate, in a Closed Session, shall review the Evaluation committee's recommendation. The Evaluation Committee shall be present and shall have the opportunity to offer testimony.
- 6.5.1.7 No later than February 20, the Academic Senate shall determine whether or not to recommend tenure for that non-tenured Unit Member and shall forward its recommendation, in writing, to the Chancellor.
- 6.5.1.8 If the Academic Senate and the Chancellor agree, the recommendation shall go as a joint position to the Board. If

the recommendations are different, the Board will be advised of the Academic Senate's position.

6.5.1.9 If the recommendation to the Board is against tenure, the evaluatee shall have the right to appeal to the Board of Trustees at the next, immediate meeting of the Board.

6.5.1.10 If, in any year of the tenuring process, any appointed peer fails to perform his/her duties by November 1, the committee chair shall ask the appointing body to provide a substitute peer to complete the necessary duties by no later than December 1. If any peer fails to complete his/her duties by December 1, the evaluation will continue without participation of that peer.

## 6.5.2 Composition of Evaluation Committees for non-tenured Unit Members

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

### 6.5.2.2 Peer Evaluators

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

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

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

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

## 6.6 Evaluation of Tenured Unit Members

### 6.6.1 Frequency of Evaluation for Tenured Unit Members

6.6.1.1 Each tenured Unit Member must be evaluated once every third year. At the discretion of the Evaluation Committee, the evaluation shall be conducted and completed in either the fall or spring semester. This decision shall be made during the initial meeting.

6.6.1.2 Unit Members who receive a “needs improvement” evaluation may be evaluated every year until a satisfactory evaluation is achieved or, at the recommendation of the evaluation committee, the process may be continued in the spring semester (see Article 6.12.1.5).

- 6.6.2 Composition of the Evaluation Committees for Tenured Unit Members
  - 6.6.2.1 Immediate or Secondary Level Administrator or his/her designee who shall serve as the chair of the committee.
  - 6.6.2.2 The peer evaluator for a tenured Unit Member shall be selected by the evaluatee prior to September 15 and mutually acceptable to the immediate supervisor.
- 6.7 Evaluation of Categorical Unit Members (exclusive of EOPS and DSPS)
  - 6.7.1 Frequency of Evaluation for Categorical Unit Members
    - 6.7.1.1 In their first four years of employment, non-tenured, categorically funded Unit Members shall be evaluated as frequently as non-tenured Unit Members (see Articles 6.5.1.1 and 6.5.1.2). Further evaluation shall occur in each third year following and shall be conducted as frequently as for tenured Unit Members.
  - 6.7.2 Composition of the Evaluation Committees for Categorical Unit Members
    - 6.7.2.1 In their first four years of employment, Non-tenured, categorically funded Unit Members shall be evaluated by committees composed according to the guidelines used for non-tenured Unit Members (see Article 6.2.3). Further evaluation shall occur in each third year following and shall employ the same process and committee composition as for tenured Unit Members.
- 6.8 Evaluation documents shall include the following for each Unit Member evaluatee:
  - 6.8.1 IE 1 Form - Used by all peer evaluators and administrators to record classroom visits or related activity serving the evaluation process. Written statements on this form shall address the six (6) items of evaluation stated on the form and the form shall be signed by both the person preparing the form as well as the evaluatee. The comments on the form shall address the results of the classroom visit and the wider performance of the evaluatee in meeting the responsibilities of his/her position.
  - 6.8.2 IE 2 Form - Instructor Rating Sheet that is distributed to students to survey their impressions of the performance of the evaluatee. Student comments are to be written on the back side of the form. Counselor Survey Form used for counselors. The IE 2B form shall be utilized for online student evaluations. (reference 6.11.2.5) The IE 2 Form shall serve as the basic guide to evaluation of the six (6) mandatory items of evaluation (See Article 6.10).
  - 6.8.3 Typed student comments – Student written comments on the IE 2 Forms are to be typed verbatim by the peer evaluators on separate pages.

- 6.8.4 IE 2 Tally Form – The student responses for each item on the IE 2 Form are to be tallied by each class and recorded on a single blank IE 2 form by the peer evaluators.
- 6.8.5 Any approved Alternative Forms for the IE 2 Form which might be used for collecting impressions of students or others that are used in the evaluation of non-tenured or tenured Unit Members shall be mutually agreed upon by the non-tenured or tenured Unit Members within the same division, department, related discipline or faculty service area and the appropriate supervisor. The forms will be used for courses within the division, department, or related discipline. Such agreement may include specification of which courses require oral administration of the form or use of an ESL or sign language interpreter who is not the evaluatee.
- 6.8.6 IE 3 Summary Evaluation Form – Certifies the completion of all required evaluation activities by the Evaluation Committee, states the committee’s composite perspective based on information contained and documented in the forms IE 1 and IE 2, and is signed by all members of the committee. The form will indicate whether or not the performance of the Unit Member is satisfactory or unsatisfactory in meeting all aspects of the assigned responsibilities of the position occupied by the evaluatee, whether teaching, non-teaching, or a combination of these. The IE 3a Form is to be used for non-tenured Unit Members and the IE 3b Form is to be used for tenured Unit Members. The IE 3 PT Form is to be used for adjunct faculty.
- 6.8.7 Any alternative view statements generated and signed by the evaluatee or evaluators which might arise out of the Final Summary Meeting of the Evaluation Committee.
- 6.9 Distribution of forms will be as follows for Unit Member evaluations:
  - 6.9.1 Evaluatee will receive the copies IE 1 Forms (or agreed-to alternative forms), copies of the IE 2 Summary Forms, copies of the typed comments from the IE 2 Forms, a copy of the IE 3 Form, and if the IE 3 Form is not agreed to unanimously by the committee members, any copies of dissenting statements/forms/rebuttals.
  - 6.9.2 The Temporary Evaluation File will contain originals of any IE 1 Forms (or agreed to alternative forms), the original tally forms for IE 2 Forms, original typed comments from the IE 2 Forms, the original IE 3 Forms, and if the IE 3 Form is not agreed to unanimously by the committee members, any original dissenting statements/forms/rebuttals.
  - 6.9.3 Except for tenured Unit Members being evaluated in the spring semester, the Temporary Evaluation File will be completed prior to the end of the fall semester and forwarded immediately to the appropriate College Vice President or Clear Lake Campus Dean and will contain a recommendation to re-employ or not to re-employ the evaluatee. If the Evaluation Committee determines that the evaluation process should be



continued during the spring semester, this will be stated on the IE 3 Summary Evaluation Form, which will also state the recommendations to the evaluatee for needed improvement of his/her performance. (See Article 6.12.1.5.) The Evaluation Committee will continue in operation and the chair will keep a copy of the temporary evaluation file for use by the committee during the spring semester.

6.10 Items of Evaluation - The following factors shall be considered in every evaluation of a Unit Member:

6.10.1 Acceptance of responsibility

6.10.2 Effectiveness of communications

6.10.3 Effectiveness of instruction/student services

6.10.4 Expertise in subject matter/skill in contract assignment

6.10.5 Techniques of instruction/skill in accomplishing contract responsibilities/assignments

6.10.6 Participation in professional responsibilities and other internal and external professional activities that further the image and growth of the college; i.e., participation on college committees, program review, student activity advisement, etc. (refer to Article 7.1.4).

6.11 Responsibilities of Evaluation Committee Members

6.11.1 Chair will be responsible to:

6.11.1.1 Call all necessary meetings and record and distribute the proceedings to the members.

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

If any committee chair fails to complete the initial classroom observation by November 15, the observation will be conducted by the appropriate College Vice President or Clear Lake Campus Dean or his/her designee.

6.11.1.3 Coordinate committee efforts to complete required aspects of the process in compliance with the approved evaluation process and provide for the collection and keeping of the temporary evaluation file.

6.11.1.4 Call and conduct the initial meeting by October 7 of the Evaluation Committee, at which the committee members will decide how to comply with the requirements of the process

and by November 1 prepare a schedule for completing peer evaluations. The evaluatee shall be present during this meeting.

For tenured Unit Members being evaluated in the spring semester as provided for by Article 6.12.1.5, the peer evaluation may be completed as late as April 20.

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

6.11.1.6 Conduct a summary meeting by December 15 at which the recommendation to re-employ should be made if the recommendation is positive. If there is concern about the contract Unit Member's need to improve and the necessity of continuing the evaluation process in spring semester, the committee should delay its recommendation to re-employ until February 15 to give the committee more time to gather additional information about the performance of the contract Unit Member.

Decision to conduct a tenured Unit Member's evaluation in the spring semester shall be made by the evaluation committee at its initial meeting no later than October 7. For a tenured Unit Member whose evaluation occurs in spring semester, the summary meeting shall be held within two weeks following completion of peer review.

6.11.1.7 Prepare and forward any recommendation for tenure arising from the process to the Academic Senate President.

6.11.2 Peers will be responsible to:

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

- 6.11.2.2 Make in-class (or assignment) and out-of-class observations (see Article 6.10 Items of Evaluation) and record his/her impressions on an IE 1 Form. Such visits shall be of length sufficient to enable the peer to form a valid impression of the performance of the evaluatee.
- 6.11.2.3 For in-class observations, consult with the evaluatee regarding an appropriate date and time to administer the IE 2 Forms. After reading the generic statement of directions for the completion of the Instructor Rating Form (IE 2 Form) to the students, the peer shall distribute, collect, and tally the IE 2 forms in accordance with the directions of the Evaluation Committee. The peer is to see that the students use the forms in the correct manner. The evaluatee should not be present during this process.
- 6.11.2.4 For an online observation, record impressions on an IE 1 Form. An online observation shall be arranged between the peer and the evaluatee. The length of the observation shall be sufficient to enable the peer to form a valid impression of the performance of the evaluatee. For example, the peer and the evaluatee may agree that the peer will have access to the online course for no longer than one week.
- 6.11.2.5 Type verbatim on separate pages all comments written by students on the IE 2 Forms that have been distributed and tallied by the peer evaluator or download verbatim all the comments written by students on the online IE 2B Forms that have been made available to online students and tallied by the peer evaluator.
- 6.11.2.6 Insure that student evaluation response is from at least eighty percent (80%) of the students enrolled in the evaluatee's classes or one hundred or more students. For tenured Unit Members, the peer evaluator must administer the IE 2 Forms to two (2) or more of the evaluatee's classes to obtain at least the minimum percentage of students. For non-tenured Unit Members, all of the evaluatee's contract load classes shall be surveyed.
- 6.11.2.7 Administer any alternative forms that are substituted for the IE 2 Form in accordance with the agreed upon procedures of the Evaluation Committee.
- 6.11.2.8 Meet with the evaluatee and share his/her impressions resulting from the classroom visit. After the peer and evaluatee conclude their discussion, both sign the IE 1 Form and forward it to the Evaluation Committee chair for placement in the temporary evaluation file.

- 6.11.2.9 Participate in the Final Summary Meeting to review all impressions and written materials that have been used in the evaluation process and to sign the IE 3 Form to certify the evaluation was conducted in accordance with adopted procedures.
  - 6.11.2.10 Attend Academic Senate meetings when evaluation processes they have participated in lead to the recommendation for tenure for evaluatees. The intent of this article is that all peers still employed by the District who served on any of the four committees are expected to attend this final meeting to determine tenure.
  - 6.11.2.11 Summarize data on either the Instructor Rating Sheets (IE Form 2) or on the appropriate Alternative Instructor Rating Sheets described in Article 6.8.5.
- 6.12 Basic Procedures for Evaluating Tenured, Non-tenured, or Categorical Unit Members
- 6.12.1 Upon review of the total evaluation data during the Final Summary Meeting, during which the committee shall consider all objective sources of input, summarize the observations of the Committee members, and complete any required forms, the Evaluation Committee shall recommend the termination or continuation of the process.
    - 6.12.1.1 If the evaluatee disagrees with the recommendation of the committee, he/she may request the continuation of the process. If the process is to continue through the steps required for a tenured Unit Member, an Academic Senate member mutually agreed to by the Evaluatee may be added to the team, if requested by the evaluatee.
    - 6.12.1.2 If the process is terminated, the evaluation procedures conclude for the year. The Temporary Evaluation File is completed and all documents are compiled and forwarded to the office of the appropriate College Vice President or Clear Lake Campus Dean.
    - 6.12.1.3 If a committee member disagrees with the recommendation, he/she may file a separate IE 3 Summary Evaluation form by the end of the fall semester. All such evaluations may be commented upon by the evaluatee, in writing, on the reverse side of the form.
    - 6.12.1.4 In any year of evaluation, both the Academic Senate President and the Director of Human Resources Development and Personnel Services will be advised by the appropriate College Vice President or Clear Lake Campus Dean of any unsatisfactory academic performance of a nature that might prevent a future recommendation of tenure.

- 6.12.1.5 If the committee recommends that the process continue into the following spring semester:
  - 6.12.1.5.1 The committee will state on the IE 3 Form the reasons and a recommendation to continue the evaluation process to February 15. Further, the committee must state whether the full (6.12.1.5.2.1) or the abbreviated (6.12.1.5.2.2) process will be used.
  - 6.12.1.5.2 The committee will determine the level of scrutiny needed to address the stated reasons for continuing the evaluation and:
    - 6.12.1.5.2.1 Decide to continue the full evaluation process concluding by February 15, or
    - 6.12.1.5.2.2 Decide on an abbreviated evaluation process appropriate to satisfy any concerns that were expressed on the IE 3 Form. Any abbreviated evaluation process will be documented in writing on or attached to the IE 3 Form and forwarded with the temporary evaluation file to the appropriate College Vice President or Clear Lake Campus Dean by February 15.
  - 6.12.1.5.3 The committee will remain composed of the same individuals for the remainder of the academic year.
  - 6.12.1.5.4 The chair shall keep a copy of the temporary evaluation file, to which augmentations will be made during the spring semester.
  - 6.12.1.5.5 There shall be an initial evaluation committee meeting called by the chair no later than the end of the first week of the spring semester to initiate continuance of the evaluation process. The committee will review and plan how to implement the recommendation of the committee as it was stated on the IE 3 Form.
    - 6.12.1.5.5.1 If the committee recommended that the full evaluation process be applied, the process conducted during the fall semester will be repeated and concluded by February

15. Upon completion of the process, an IE 3 Form will be completed and placed in the temporary evaluation file. The file and all augmentation documents will be forwarded immediately to the appropriate College Vice President or Clear Lake Campus Dean.

6.12.1.5.5.2 If the committee recommended less than the full evaluation process, it will arrange to complete the process by February 15. Upon completion of the process, an IE 3 Form will be prepared and modified as appropriate before placement in the temporary evaluation file. The file with all augmentation documents will be forwarded immediately to the appropriate College Vice President or Clear Lake Campus Dean.

6.12.2 Summary evaluations shall be initially completed by the end of the fall semester unless there has been a determination to continue the evaluation process into the spring semester as per 6.11.1.6.

A supplementary Summary Evaluation IE-3 form will be prepared by February 15 for interim observations where facts substantially change and/or where the previous evaluation indicated possible termination or disciplinary recommendations.

6.12.3 Prior to the end of February, the Director of Human Resources Development and Personnel Services shall forward recommendations for re-employment and a separate recommendation list, if applicable, for non- re-employment to the District Chancellor.

6.12.4 When the evaluatee is assigned both to teaching and non-teaching duties, he/she may be evaluated both as a teaching and as a non-teaching Unit Member by assigning some of the evaluation committee to evaluate teaching and others on the evaluation committee to evaluate non-teaching duties. The evaluation conclusions from both will be expressed on a single Summary Evaluation form IE 3 (a, b, or c).

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

- 6.13 Procedures and Compensation for Evaluation of Adjunct (hourly) Academic Employees
- 6.13.1 At the beginning of each academic year, full-time tenured divisional Unit Members shall select a pool of peer evaluators representing the departments, faculty service areas or disciplines within that division for the purpose of evaluating adjunct (hourly) faculty members.
- 6.13.1.1 In the event a department lacks a sufficient number of full-time tenured Unit Members who agree to perform the adjunct evaluations, any full-time Unit Member who has completed at least two (2) years of full-time employment with the District (75 percent or more) and who has been approved by the Board as a third-year employee may perform adjunct evaluations.
- 6.13.2 If sufficient names of peer evaluators are not forthcoming by September 15 for fall semester evaluations and by February 15 for spring semester evaluations, the administration will notify the Association of that fact and request assistance in getting sufficient names.
- 6.13.3 If there are still not sufficient names of peer evaluators by October 1 for fall semester evaluations and by March 1 for spring semester evaluations, the administration may select as peer evaluators any tenured Unit Members who have volunteered and who are acceptable to the administration.
- 6.13.4 Peer evaluators shall be paid \$100 or shall receive six (6) hours of flex credit per evaluatee and shall notify the District which option will be used before the evaluation begins. The evaluation and agreement must be turned in to Human Resources Development and Personnel Services Office before either a payment will be made or flex will be credited to the Unit Member.
- 6.13.5 The peer evaluator shall make a thorough, professional evaluation of the evaluatee, and shall prepare all necessary documents using the proper forms.
- 6.13.6 Except in unusual circumstances as approved by the Director of Human Resources Development and Personnel Services, no one will serve as the peer evaluator more than ten (10) times per academic year.
- 6.13.7 Peer evaluators of adjunct academic employee shall, in the case of off-campus evaluations, be compensated for mileage at the prevailing District rate or may use a District vehicle if available.
- 6.13.8 It is understood that peer evaluators, in implementation of their duties as outlined in Article 6 of this Agreement, are acting under the mandate and protection of AB 1725.

## ARTICLE 7.0 – WORKLOAD

- 7.1 It is mutually understood that the basis of the total workload assignment is a 40-hour work week, inclusive of all the obligations of the Unit Member. Those obligations include, but are not limited to classroom time, preparation time, office hours, and professional responsibilities as defined in Article 7.1.4.
- 7.1.1 The Board establishes a full load for Unit Members as 15 lecture hours equivalent per semester.
- 7.1.2 Load for assisted lab activities shall be .5 of a lecture hour or the equivalent. Load for unassisted lab activities shall be .67 of a lecture hour or equivalent.
- 7.1.3 Unit Members assigned to the following instructional areas: Counseling, Librarian, Vocational Nursing, Associate Degree Nursing, Psychiatric Technology, Radiologic Technology, Academic Skills Center, and Nursing Assistant Program shall have a load of up to 30 hours of assigned time per week plus five (5) office hours per week. 2.67 clock hours of non-teaching duties are equivalent to one lecture hour of load.
- 7.1.4 Professional responsibilities are defined as hiring committees, department meetings, district sanctioned committees and participation in discipline specific organizations (i.e., boards, advisory groups, and etc., both internal and external). Unit Members shall be obligated to participate in a range of professional responsibilities related to their assigned duties each semester. Professional responsibilities are in addition to classroom time, preparation time, counseling time, and office hours, and shall be approximately 5 hours per week, on average.
- 7.2 If a Unit Member is assigned a load greater than that considered a full load for a given semester because of special needs of the District, the Unit Member's load will be reduced during subsequent semesters, so that over the six (6) semesters or the life of this contract, the average load will be as near as practical to 15 lecture hours or equivalent per semester; however, a Unit Member may be balanced from 13 to 17 load units over the life of the contract if a balanced load is impractical.
- The District shall endeavor to "balance" the Unit Member's teaching assignment within each contract year. By way of example, a Unit Member who has a 17-unit load in one semester should have a 13-unit load in the next semester. The District and the individual Unit Member by mutual consent may "balance" the teaching assignment load over a greater period of time within the term of the contract.
- 7.2.1 In the event that an overload exists at the end of the contract, the Unit Member shall be compensated from the EP salary schedule in effect at the time the contract ends.
- 7.2.1.1 It is incumbent upon both the scheduling Dean and the Unit Member to monitor load so that it does not exceed the maximum during this three-year contract. Regular load units which exceed 30 per year will be designated as EP not to exceed 12 load units



per year, exclusive of Intersession and Summer Session. In the case of an emergency staffing situation, the District and the Association will reach mutual consent regarding a solution.

- 7.2.2 The appropriate Dean shall provide each Unit Member with a draft copy of the Unit Member's proposed schedule at least two weeks prior to the date the final schedule is due in the appropriate College Vice President or Clear Lake Campus Dean's office. The statement shall reflect a cumulative unit load total from the first semester of this contract including EP load units.
  - 7.2.2.1 In the event of modification of a Unit Member's schedule (due to class cancellation, an additional load assignment, or other circumstance), the appropriate Dean shall provide the Unit Member with a corrected draft of the load statement including EP within five (5) working days after the change.
- 7.2.3 On October 1 for the fall semester and March 1 for the spring semester, the District shall provide the Association with a copy of each Unit Member's cumulative load statement. By November 15 for the fall semester and April 15 for the spring semester, an updated cumulative load statement for each Unit Member will be provided to the Association. The statements shall reflect the Unit Member's load units and EP assignments.
- 7.3 The scheduling of evening assignments shall be done in consultation with the Unit Member and the appropriate Dean. No Unit Member shall be given an evening teaching, counseling, or librarian assignment except when that evening assignment is necessary in order to avoid a reduction in the Unit Member's program load or unless requested by the Unit Member.
  - 7.3.1 All assignments for load on a particular day shall be within a nine-hour span unless the Unit Member agrees to a longer time span by signing an exception notice provided by the Human Resources Development and Personnel Services Office.
  - 7.3.2 If a Unit Member is given an evening teaching, counseling, or librarian assignment to fill out his/her load, a 12-hour time span must be allowed before the beginning of the Unit Member's next load assignment. For example, if a Unit Member's evening assignment ends at 9 p.m., he/she may not be scheduled to return to campus before 9 a.m. the next morning. The Unit Member may agree to waive this time span by signing an exception notice provided by the Human Resources Development and Personnel Services Office.
- 7.4 In general, contract classes shall not be canceled after the first week of instruction or second class meeting, whichever is later.
- 7.5 In the event that a Unit Member's contract load drops below 15 load units because of a class cancellation during the first week of instruction or second class meeting, whichever is later, the Dean and the Unit Member in consultation may consider any of the following options for filling the Unit Member's load:

- Balance the load by teaching additional units in the subsequent semester or restructure the load in the subsequent semester (or as soon as possible) within this three-year contract (not an option to be used in the final semester of this contract);
  - Teach a late-starting class within the same semester;
  - Undertake a District-approved curriculum project as an alternate assignment;
  - Teach for load a class that the Unit Member may be teaching as an EP class;
  - Teach for load a class that the Unit Member is qualified to teach which is being taught by an adjunct instructor;
  - Teach for load a class that the Unit Member is qualified to teach which is being taught for EP by another Unit Member, if the other Unit Member agrees to relinquish the class.
- 7.6 In the event that an under load occurs in the final semester of this contract and all other options as addressed in Article 7.5 have been considered, a Unit Member's EP class or classes may be reassigned as contract load providing the provisions of Articles 7.3.1 and 7.3.2 are met.
- 7.7 Each full-time Unit Member shall be on campus or an alternate site five (5) days per week to participate in campus activities, serve on committees, be available to students, and maintain daily office hours. With approval of the scheduling Dean, office hours may be held from an alternate site.
- 7.7.1 For classroom Unit Members, office hours are generally for purposes of assisting students through formal and informal advisory processes.
- 7.7.2 For non-classroom Unit Members, office hours are generally for purposes of meeting with colleagues or other contacts, doing research, or completing other professional duties related to the assignment.
- 7.7.3 In the case of a Unit Member who has more than six (6) District scheduled hours on any one day, such Unit Member shall not be required to hold an office hour on that day but shall instead hold two (2) office hours on another day.
- 7.7.4 In the case of a Unit Member whose assignment is primarily off-campus or at an off-campus worksite, the Unit Member shall be allowed to hold office hours at the daily off-campus worksite assignment. (By example, if a Unit Member is scheduled to work at an alternate site on Tuesdays, he/she may hold office hours at that site Tuesdays.)
- 7.7.5 A Unit Member whose teaching load is at least 20% distributive learning may complete four (4) hours of regular office hours and one (1) hour of virtual office hour and is expected to be on campus five (5) days per week.
- 7.8 The appropriate Dean shall attempt whenever possible to limit the number of major and separate preparations to three (3). Upon mutual consent by the Unit Member and immediate Dean, preparations in excess of three may be assigned.

- 7.9 Unit Members may request EP assignments, subject to the requirements of Article 13 and Article 7.2.1.1 of this Agreement.

## **ARTICLE 8.0 – HIRING RESPONSIBILITIES**

- 8.1 Full-time Faculty Hiring (Refer to the District *Hiring Manual for Full-Time Faculty*)
- 8.1.1 All unfilled positions shall first be considered as "positions available for transfer," and the provisions of Article 5 Transfers shall apply.
- 8.1.2 Full-time Unit Members from appropriate departments shall be responsible to participate in the selection process of full-time Unit Members. The composition of hiring committees for full-time Unit Members shall be comprised of a total of five to seven persons selected as follows:
- One to two Unit Members appointed by the Academic Senate; except in extenuating circumstances, only tenured Unit Members will be appointed.
  - One to two Unit Members appointed by the appropriate division faculty, one of whom must be from the appropriate discipline. If a college lacks an appropriate discipline Unit Member to serve on its Hiring Committee, a discipline Unit Member from another college within the District, to be selected by its appropriate discipline Unit Member, will fill the position. Except in extenuating circumstances, only tenured Unit Members will be appointed.
  - The supervisor of the department or area (usually the Area Dean) appointed by the appropriate College President or his/her designee.
  - A Unit Member to serve as a non-voting Equal Employment Opportunity (EEO) Representative certified by the EEO Officer as having been trained in EEO matters.
  - The appropriate College Vice President or his/her certificated YCCD employee designee.
- 8.1.3 Unit Members shall be selected to serve on selection committees by a vote of their respective departmental colleagues.
- 8.1.4 Except in extenuating circumstances, no Unit Member will serve who has not completed two (2) years in the District. However, whenever possible, the Unit Member selected shall be a tenured Unit Member.
- 8.2 Part-time faculty hiring (including summer session) - Unit Members shall participate in the selection of new adjunct instructors and counselors in consultation with the appropriate Dean.

- 8.2.1 It is understood that the professor or alternate for each discipline shall be available to consult with the appropriate Dean (including outreach or Executive Dean) and assist in the selection of new adjunct instructors or counselors.
- 8.2.2 This article applies unless there are no full-time Unit Members in that discipline or in a related discipline.
- 8.2.3 This article shall only apply to courses in any discipline that the adjunct instructor has not previously taught.
- 8.2.4 The department designee shall respond to the request for his/her services within five (5) working days and will schedule time for carrying out these duties.
- 8.2.5 If the necessary activities cannot be scheduled within ten (10) working days, or if agreement upon a selection cannot be reached, the appropriate College Vice President or Clear Lake Campus Dean or the proper certificated designee will be informed. Then the final decision shall be made by the appropriate College Vice President or Clear Lake Campus Dean or the proper certificated designee.

## **ARTICLE 9.0 – CLASS SIZE**

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

discretion above the course cap to accommodate ease of student registration.

- 9.3.3 **Room Cap.** The room cap is the maximum limit of the number of students allowable in a particular room, regardless of the course or section cap. The room cap is an artificial number determined by room size that does not reduce or increase the course cap.
- 9.4 Once a Unit Member's class enrollment reaches sixty (60) or greater as of the census date, at District expense classroom/grading assistance shall be provided at the rate of one (1) hour per week per load unit. Such support shall be in addition to any grader time currently provided. The instructor will be responsible for recruiting the classroom/grading assistant(s).
- 9.5 Classes with fewer than fifteen (15) students may be canceled at the discretion of the Administration after consultation with the Unit Member.
- 9.6 If a class is canceled due to insufficient enrollment, the Unit Member may be reassigned within the guidelines covered in Article 7.
  - 9.6.1 The District shall attempt not to change any Unit Member's regularly scheduled load once the semester registration cycle has begun, unless agreed to by the Unit Member.

## **ARTICLE 10.0 – DISTRIBUTIVE EDUCATION**

### 10.1 Philosophy

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

### 10.2 Definitions

- 10.2.1 A "Telelecture," as used in this Agreement, shall refer to all educational methods wherein a Unit Member is teaching in a dual modality, face to face and with a communications link between the Unit Member and students at a distance. Telelecture interaction is synchronous (i.e. live, real-time) and may be asynchronous (i.e. bulletin board, email, voice mail) and uses television, compressed video, streaming video, podcasting, computer, other telecommunications technology, or combinations thereof to engage in effective teaching and learning. A telelecture requires Regular Effective Contact between the Unit Member and student as defined by Title 5 Section 5211.
  - 10.2.1.1 For telelecture courses (as defined in 10.2.1) the Unit Member shall be compensated by regular unit load or by payment on the hourly EP salary schedule plus \$750 as an additional stipend (for a 3-unit course). This amount will be prorated for courses with different load units.

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

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

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

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

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

### 10.3 Policies

10.3.1 Established curriculum development procedures for new courses shall be used to insure full District-wide departmental faculty involvement in the development and quality of distributive education.

10.3.2 Selection of distributive education instructors through the same procedures shall be used to determine all instructional assignments.

10.3.3 Not all courses are appropriate for distributive education delivery. Each course must be developed and reviewed through the current course approval process by the District-wide departmental faculty in consultation with the District-wide departmental Dean. Quality of instruction should be the major determinant to offer a distributive education course, and quality of education must be maintained regardless of the method of delivery.

10.3.4 It is the intent of the YCCD to provide quality Distributive Education for use within the District. The materials created by Unit Members for Distributive Education courses shall be treated in exactly the same fashion as materials by Unit Members for traditional courses. Thus the District does not intend to pursue the production of Distributive Education courses for sale to other educational or outside entities.

10.3.5 The course cap for any Distributive Education course shall be set in accordance with Article 9.

#### 10.4 Teaching Assignment

10.4.1 In general a Unit Member who does not wish to teach in the distributive education mode will not be required to accept such assignment.

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

10.4.3 No more than 40% of a Unit Member's contract load in any one semester will be fully online.

#### 10.5 Rights to Ownership of Distributive Education Materials Produced at YCCD.

The course materials produced for Distributive Education are jointly owned by the Unit Member and the District. The District's ownership is limited to the generated course materials produced for Distributive Education. Once Distributive Education materials are used for a class, the District does not have the right to offer for credit or use the produced course or the materials without the consent of the Unit Member. The Unit Member shall become the sole owner by reimbursing the District for the actual production costs of the generated course based on rates established prior to the production. A Unit Member's salary is not a cost of production as it relates to the Unit Member's ownership.

#### 10.6 Rights to Ownership of Distributive Education Courses.

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

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

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

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

11.1 For all Unit Members employed in the second year and beyond, the work year on which salary is based shall be 176 days. For 2010-2011, the 176 days shall consist of one mandatory meeting day and 175 days of instruction, academic duties, or "flex." Included in the 175 days is the mandatory graduation ceremony.

- 11.1.1 The first day will be the mandatory meeting day as scheduled by the District, known as Convocation.
- 11.1.2 The second day will be a day held for full-time Unit Members to engage in collegial consultation with adjunct faculty and for other curricular duties in order to strengthen the curriculum and instructional integrity of the District.
- 11.1.3 For all newly hired Unit Members, there shall be two (2) additional days of orientation scheduled immediately prior to the beginning of their first semester.
- 11.2 The District and the Association shall mutually agree upon development of and any modifications to the Academic Calendar.
- 11.3 The work year for Coordinator/Instructor Psych Tech Program, Counselors, Coordinator/Academic Skills, Coordinator of Learning Resources, Learning Disabilities Specialist, and Coordinator/Radiologic Technology Program shall consist of 202 days and may occur anytime from July 1 through June 30.
- 11.4 The work year for Librarians shall consist of 197 days and may occur anytime from July 1 to June 30.
- 11.5 Each Unit Member will be guaranteed a minimum of 30 consecutive calendar days of unassigned time between June 1 and August 1, unless otherwise agreed to by the Unit Member.
  - 11.5.1 The work schedule (teaching, counseling, or librarian duties) shall be developed by the appropriate Dean prior to April 1 of each year; but after consultation with the affected Unit Member may be modified before May 15 of each year. Changes subsequent to May 15 of each year shall be with the consent of the Unit Member.

## **ARTICLE 12.0 – CLASS SCHEDULE DEVELOPMENT**

- 12.1 Unit Members shall be entitled to continue with teaching, counseling, and librarian duties to the extent that the program continues to have such needs. That is to say that the Unit Member shall have first right of refusal with respect to continued teaching, counseling, and librarian duties that they have performed historically, provided such duties remain a part of the program requirements. It is the scheduling Dean's responsibility to complete the schedule, in consultation with Unit Member(s), based on the need of the specific program.
  - 12.1.1 First right of refusal is defined as the right to continue to counsel or to teach a class that one is teaching.
- 12.2 Unit Members shall retain first right of refusal to all EP, intersession, and/or summer assignments.
- 12.3 While recommendations of all personnel will be seriously considered, it is the supervising Dean's responsibility to make the decisions for a schedule.



- 12.4 In the event of irreconcilable differences of opinion, the Unit Member may request a conference be held with the Dean and appropriate College Vice President, or Yuba College President in the case of Clear Lake. The appropriate College Vice President, or Yuba College President in the case of Clear Lake, will render a decision. Consultation shall not override a Unit Member's first right of refusal.

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

- Fifteen (15) load units (or equivalent) a semester represents at a minimum the 40-hour work week as stated in Article 7.1. However, the Association recognizes that it may be necessary and prudent for Unit Members to teach EP assignments to meet the needs of their programs as well as to meet the needs of the District.
- 13.1 Unit Members have first rights of refusal to continue teaching courses they have taught in the past (refer to Articles 12.1 and 12.2).
- 13.2 Prior to being provided EP assignments, Unit Members must have a full regular load, as stated in Article 7.1.
- 13.3 Extra-pay Load Limits
- 13.3.1 In an academic year, Unit Members may teach no more than twelve (12) EP load units during any year of this contract, exclusive of intersession and summer session. In the case of an emergency staffing situation, the District and the Association will reach mutual consent regarding a solution. Subject to mutual consent between the District and the Association, the appropriate College President may authorize excess of this limit in extenuating circumstances. By way of example, extenuating circumstances are death or serious illness that occurs immediately prior (one week) to the start of a semester.
- 13.3.2 In the final year of reduced workload, a Unit Member may exceed the twelve (12) EP load limit, provided classes are available, as long as the Unit Member's total load for the year does not exceed 42 load units.
- 13.4 Unit Members retain first rights of refusal to all EP, intersession, and/or summer session assignments.
- 13.4.1 First right of refusal is defined as the right to continue to counsel or to teach a class that one is teaching.
- 13.5 First right of refusal for filling an EP, intersession, and/or summer session assignment shall be given to a Unit Member.
- 13.6 The Unit Member shall retain first rights of refusal as long as he/she continues to teach the class or counsel except as noted in Articles 13.7 and 13.8.
- 13.7 In order to allow for flexibility both for the Unit Member and for the benefit of the program, Unit Members with first right of refusal status may mutually agree

with the assigning Dean to not teach or to substitute other assignment(s) for those normally worked for a one-semester period without losing first right of refusal status for the vacated continuing assignment(s). In such cases, the Unit Member taking the continuing assignment(s) will not gain first right of refusal for such assignment(s) and shall be informed of this at the time of employment.

- 13.8 The Unit Member with first right of refusal status and the assigning Dean (with the approval of the appropriate College Vice President or Clear Lake Campus Dean) may mutually agree that the Unit Member may, for one semester, not take the assignment(s) and still retain his/her first right of refusal status. The Unit Member hired to teach such course(s) shall be informed at the time of employment that he/she will not gain first right of refusal status for the assignment.
- 13.9 A Unit Member will not lose first-consideration rights to a course under any of the following conditions:
  - 13.9.1 A course which the Unit Member has developed but was not able to teach at the first two offerings or
  - 13.9.2 While on sabbatical or other approved leave,
  - 13.9.3 Where core rotation does not allow a Unit Member to continually teach the course, or
  - 13.9.4 When one Unit Member voluntarily relinquishes a class to another Unit Member who needs the class for load.
- 13.10 Non-instructional EP assignments shall be paid at the Lab rate of the Exhibit B2 schedule for each clock hour of EP non-teaching duties.

## **ARTICLE 14.0 – COMPENSATION**

- 14.1 Step Advancement
  - 14.1.1 Unit Members who begin full-time employment with the District as instructors, counselors, or librarians beginning in a fall semester will be eligible for a step increase each subsequent July 1 provided they have not already reached Step 19, and further provided they have served the District two (2) semesters since receiving a step increase.
  - 14.1.2 Unit Members who begin full-time employment with the District as instructors, counselors, or librarians beginning in a spring semester will be eligible for a step increase each subsequent January.
  - 14.1.3 Unit Members who begin full-time employment during a period between regular semesters will have a step anniversary as if they were hired for the immediately following regular semester.
- 14.2 Longevity Steps and Doctoral Stipends
  - 14.2.1 At any time during this contract, a "standard step" shall be defined as one-tenth of the difference between Step 1, Class VI, and Step 11, Class VI, on the salary schedule B.1 in effect at the time.

- 14.2.2 A longevity step shall be equal to 100% of a standard step. The first longevity step shall be granted to a Unit Member after completion of 3 (three) years service placed at Step 19. The second longevity step shall be granted to a Unit Member after completion of 3 (three) years service after receiving the first longevity step. The third longevity step shall be granted to a Unit Member after completion of 4 (four) years of service after receiving the second longevity step. The third longevity step shall become effective July 1, 2009.
- 14.2.3 The doctoral stipend shall be equal to 150% of a standard step.
- 14.3 2008-09 Fiscal Year Compensation
  - 14.3.1 Effective upon ratification of this Agreement by the Association membership, the full-time salary schedule (Exhibit B.1), the EP salary schedule (Exhibit B.2), and the summer and intersession salary schedule (Exhibit B.3) shall be adjusted by the state-funded COLA of 0.68%, as long as such COLA is still provided in the state budget.
- 14.4 2009-2010 Fiscal Year Compensation
  - 14.4.1 Compensation shall be 80% of the state-funded COLA as provided for in the adopted state budget. The full-time salary schedule (Exhibit B.1), the EP salary schedule (Exhibit B.2), and the summer and intersession salary schedule (Exhibit B.3) shall be adjusted effective July 1, 2009.
- 14.5 2010-2011 Fiscal Year Compensation
  - 14.5.1 Compensation shall be 80% of the state-funded COLA as provided for in the adopted state budget. The full-time salary schedule (Exhibit B.1), the EP salary schedule (Exhibit B.2), and the summer and intersession salary schedule (Exhibit B.3) shall be adjusted effective July 1, 2010.
- 14.6 2011-2012 Fiscal Year Compensation
  - 14.6.1 Compensation shall be 80% of the state-funded COLA as provided for in the adopted state budget. The full-time salary schedule (Exhibit B.1), the EP salary schedule (Exhibit B.2), and the summer and intersession salary schedule (Exhibit B.3) shall be adjusted effective July 1, 2011.
- 14.7 2012-2013 Fiscal Year Compensation
  - 14.7.1 Compensation shall be 80% of the state-funded COLA as provided for in the adopted state budget. The full-time salary schedule (Exhibit B.1), the EP salary schedule (Exhibit B.2), and the summer and intersession salary schedule (Exhibit B.3) shall be adjusted effective July 1, 2012.

## ARTICLE 15.0 – ASSIGNMENTS WITH STIPENDS

- 15.1 A full-time Unit Member hired after July 1, 1994, with a full or partial coaching assignment who remains in full-time employment with the District for fifteen (15) consecutive years shall be granted a full load and contract (100%) if he/she requests and is granted release from the coaching assignment.
- 15.2 A full-time Unit Member who is requested by the District to relinquish a coaching assignment shall be granted a full load and contract (100%).
- 15.3 Athletic assignments with stipends are those listed below. The District may assign Unit Members up to 50 percent of a full-time load in the assignments listed below. Such positions shall be posted before they are open to others outside the unit. The positions shall be awarded to the most qualified candidates. These positions have load units and compensation in accordance with the following schedule and shall be adjusted each year in the same manner as the full-time salary schedule.

Effective beginning 2008-2009:

SPORT	HEAD COACH Stipend/Load	ASSISTANT COACH Stipend
Football	\$7,079 – 7.5	\$4,757
Basketball (M & W)	\$7,079 – 7.5	\$4,757
Volleyball	\$7,079 – 7.5	\$4,757
Softball	\$7,079 – 7.5	\$4,757
Baseball	\$7,079 – 7.5	\$4,757
Soccer (M & W)	\$7,079 – 7.5	\$4,757
Track & Field	\$7,079 – 7.5	\$4,757
Tennis	\$5,664 – 7.5	\$3,857
Cross Country	\$5,664 – 7.5	\$3,857

- 15.4 In the spring semester the Head Football Coach shall receive 2.2 load units for recruiting purposes.
- 15.5 Supplemental contracts shall continue from year to year for as long as the Unit Member is recommended for rehire.
- 15.6 Any vacancies in the positions listed above shall be filled voluntarily.

- 15.7 Performing Arts Stipends are those listed below. These positions have compensation in accordance with the following schedule and shall be adjusted each year in the same manner as the full-time salary schedule.

Effective beginning 2008-2009:

ASSIGNMENT	STIPEND
Theater Arts Director	\$7,079
Music/Vocal Director	\$3,542
Music/Instrumental Director	\$3,542

## ARTICLE 16.0 – BENEFITS

### 16.1 Benefits for Fiscal Years Beginning 2008-2009

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

16.1.1 Life Insurance - The District shall provide all Unit Members with fully paid life insurance policies, one policy to be the existing Standard Life decreasing term policy and the other policy to be the existing Prudential \$50,000 constant face value policy.

16.1.2 Dental Insurance - The District shall provide all Unit Members and their eligible dependents with a fully paid dental plan providing \$2,250 annual coverage for each Unit Member and eligible dependents. The carrier of the plan shall be Delta Dental, and the specific coverage shall be Plan D-4.

16.1.3 Vision Insurance - The District shall provide all Unit Members and their eligible dependents with a fully paid vision care plan. The carrier of the plan shall be Vision Service Plan, and the specific coverage shall be Plan C.

#### 16.1.4 Health Benefits

16.1.4.1 For Unit Members hired before July 1, 2002 - The District shall provide all such Unit Members and their eligible dependents with fully paid premiums to a maximum of \$1,225 per month for a health insurance plan minimally containing all the benefits found in the TCSIG Plan Premier Plus and an annual routine physical examination benefit for the Unit Member and spouse. The District and the Unit Member will share equally the cost of the premium in excess of \$1,225 per month. The

Unit Member shall have the option to purchase other available plans at a cost equal to the premium difference between the base Premier Plus Plan and the plan selected, if any.

- 16.1.4.2 For Unit Members hired on or after July 1, 2002 - The District shall provide all such Unit Members and their eligible dependents with fully paid premiums to a maximum of \$1,225 per month for a health insurance plan minimally containing all the benefits found in the TCSIG Plan Premier and an annual routine physical examination benefit for the Unit Member and spouse. The District and the Unit Member will share equally the cost of the premium in excess of \$1,225 per month. The Unit Member shall have the option to purchase other available plans at a cost equal to the premium difference between the base Premier Plan and the plan selected, if any.
- 16.1.4.3 The District will implement a Flexible Benefits Option for all Unit Members. This option will allow Unit Members to select from all of the available TCSIG plans, including all “High Deductible” plans that qualify for Health Savings Accounts.
- 16.1.4.4 The District will provide to each Unit Member a return of 75% of the savings from the difference in premiums if the Unit Member voluntarily opts into a lower plan than what the Unit Member qualifies for as outlined in 16.1.4.1 and 16.1.4.2. The premium savings will only be provided to the Unit Member via a District sponsored 403 (b) plan or qualified Health Savings Account.
- 16.1.4.5 Options for dispersal are as outlined in Exhibit C. The options include voluntarily opting from one of the TCSIG regular plans identified as Premier Plus, Premier, Standard, and Basic to a lower regular plan OR voluntarily opting from one of the regular plans to a High Deductible Plan eligible for a Health Savings Account.
  - 16.1.4.5.1 In the event that a Unit Member opts from the regular plan for which the Unit Member is qualified into a lower regular plan, the Unit Member will receive 75% of the savings from the premium placed into a District sponsored 403 (b) plan.
  - 16.1.4.5.2 In the event that a Unit Member opts from the regular plan for which the Unit Member is qualified into a High Deductible Plan, the Unit Member will receive 75% of the savings from the premium placed into a District sponsored Health Savings Account up to the maximum allowable contribution. Any remaining premium savings will then be placed into a District sponsored 403 (b) plan.

- 16.1.4.6 The District will utilize the Health Savings Account vendor provided through TCSIG, and Unit Members must meet all legal mandates for qualification to participate in a Health Savings Account.
- 16.1.5 All Unit Members with a spouse who is a current permanent employee covered under the District’s benefits plans with TCSIG shall be placed in TCSIG Standard Plan for the duration of the period that they are “dual-covered.” Should a Unit Member have a change in circumstances such that he/she is no longer dual-covered under TCSIG plans, the Unit Member will be allowed to return to the plan that he/she otherwise qualifies for under the terms of this Agreement. Unit Members shall return to the plan that they qualify for by documenting a qualifying event and by letter of support from the District to the vendor documenting the qualifying event. All Unit Members described in this section will not receive any portion of their premium savings to be utilized in the District-provided 403(b) or Health Savings Account.
- 16.1.6 Should a married Unit Member die prior to retirement, the District shall continue the benefit programs for a period of six (6) months, after which time the surviving spouse may continue the benefit programs at the expense of the spouse.
- 16.1.7 Retirement - Definition: Retirement is the act of terminating full-time employment with the District after meeting the eligibility and notification requirements stated in Article 16.1.7.1, combined with one of the following:
- Accepting service retirement with the State Teachers’ Retirement System (CalSTRS), or
  - Accepting disability retirement benefits with CalSTRS, or
  - Delaying the service retirement benefit from CalSTRS with the intent of receiving CalSTRS retirement benefits as provided in Education Code §24204 at some future date.
- 16.1.7.1 Eligibility
- 16.1.7.1.1 The Unit Member must be a current member of the Association, have completed the required number of uninterrupted years of full-time service with YCCD in an academic capacity and have attained the age of fifty-five (55) years on the effective date of retirement/separation from the District. Sabbatical and other approved leaves of absence shall not constitute a break in service period.
- 16.1.7.1.2 Unless a shorter notification period is mutually agreed upon between the Association and the District, notice to the District of intent to retire

must be submitted to the District no later than September 1 for retirement after the spring semester of the next calendar year; not later than March 1 of one calendar year for retirement after the fall semester of the that same calendar year. Unit Members will receive \$500 payable on the full-time salary schedule for submitting notification on or prior to the above dates.

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

16.1.7.2.1 Upon retirement, eligible (see Article 16.1.7.1) Unit Members with at least ten (10) years of uninterrupted full-time service shall continue to receive fully paid District contributions for both the Unit Member and dependent family members in TCSIG Plan Premier Plus and fully paid District contributions in the same dental and vision plans provided to all active Unit Members. The retired Unit Members shall be provided with fully paid life insurance policies from the same providers or similarly matched plans through other providers.

16.1.7.2.2 Upon reaching the qualified Medicare age for both the retiree and any covered dependents, the retiree must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan with fully paid District contributions. However, any eligible Unit Member or dependent who cannot qualify for Medicare Plans A and B shall continue to receive the TCSIG plan provided for in 16.1.7.2.1

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

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

16.1.7.3.1 Upon retirement, eligible (see Article 16.1.7.1) Unit Members may choose one of the following two options:

(A) Those with at least ten (10) years of uninterrupted full-time service shall be eligible to receive a continuing District contribution of 1/3 of the premium for



TCSIG Plan Premier Plus and 1/3 of the premium for the same dental and vision plans provided to all active Unit Members for both the retiring Unit Member and his/her dependent family members. The retired Unit Members shall be provided with 1/3 paid life insurance policies from the same providers or similarly matched plans through other providers.

OR

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

16.1.7.3.2 Upon reaching the qualified Medicare age for both the retiree and any covered dependents, the retirees must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan. However, any eligible Unit Member or dependent who cannot qualify for Medicare Plans A and B shall continue to be provided with the TCSIG Premier Plus Plan paid for by the District as described in 16.1.7.3.1A or B.

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

16.1.7.4 Health and Welfare Benefits upon Retirement for those hired on or after July 1, 2002, but before July 1, 2009

16.1.7.4.1 Upon retirement, eligible (see Article 16.1.7.1) Unit Members with at least twenty (20) years of uninterrupted full-time service shall receive a continuing District contribution of 100% of the premium for TCSIG Premier Plan for themselves only.

- 16.1.7.4.2 Upon reaching the qualified Medicare age for both the dependent and any qualified dependents, the retirees must participate in Medicare Plans A and B. However, any eligible Unit Member who cannot qualify for Medicare Plans A and B shall continue to be provided with the TCSIG Premier Plan paid for by the District.
  - 16.1.7.4.3 Retirees may participate in District-sponsored dental and/or vision plans at their own expense.
  - 16.1.7.4.4 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.
- 16.1.7.5 Health and Welfare Benefits upon Retirement for those hired on or after July 1, 2009
- 16.1.7.5.1 Upon retirement, eligible (see Article 16.1.7.1) Unit Members with at least twenty (20) years of uninterrupted full-time service shall receive a continuing District contribution of 100% of the premium for TCSIG Premier Plan for themselves only.
  - 16.1.7.5.2 Upon reaching the qualified Medicare age for both the dependent and any qualified dependents, the retirees must participate in Medicare Plans A and B. However, any eligible Unit Member who cannot qualify for Medicare Plans A and B continue with the TCSIG Premier Plan paid at the expense of the Unit Member.
  - 16.1.7.5.3 Retirees may participate in District-sponsored dental and/or vision plans at their own expense.
  - 16.1.7.5.4 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.
- 16.1.8 Reduced Workload Program - Unit Members may participate in the Reduced Workload Program as set forth in this Article.

The Reduced Workload Program allows a full-time faculty member of CalSTRS to reduce his/her workload from full-time to part-time duties and receive the service credit the Unit Member would have received if the Unit Member were employed on a full-time basis and have his/her retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. It is the intent of the parties that this program be carried out in compliance with Education Code Section 87483.

- 16.1.8.1 In order to participate in this program, Unit Members may apply for partial employment for no more than one (1) year immediately preceding final retirement and meet the following requirements:
- 16.1.8.1.1 The Unit Member must have been a full-time faculty member of the District for at least nine (9) years of which the immediately preceding five (5) years were full-time employment without a break in service as defined by the State Teachers Retirement System (CalSTRS). Sabbatical and other approved leaves of absence shall not constitute a break in service period. Time spent on sabbatical or other approved leaves of absence shall not be used in computing the five (5) year full-time service requirement pursuant to Education Code §87483.
  - 16.1.8.1.2 The Unit Member must be at least 55 years of age when beginning the program.
  - 16.1.8.1.3 At the time of electing to be partially employed, the Unit Member must submit a letter requesting his/her full retirement and agreeing to terminate services with the District at the conclusion of the pre-retirement program. This Agreement of full retirement and termination shall be non-revocable except at the discretion of the Board.
  - 16.1.8.1.4 The minimum assignment shall be one-half the number of days of service required by the Unit Member's yearly contract for the last year of full-time employment.
  - 16.1.8.1.5 The Unit Member shall be paid a salary which is the prorata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment.
  - 16.1.8.1.6 Unit Members participating in the program may be assigned, in consultation with the Dean, any schedule that results in the Unit Member working, at the option of the Unit Member, a minimum of 50 percent of the number of days of service for that academic year. For example, in the case of a Unit Member working 50 percent of the number of days
    - a. 100 percent one semester and 0 percent the second semester;

- b. 50 percent each semester; or
  - c. any assignment which will average 50 percent for two semesters in any academic year.
- 16.1.8.1.7 By September 1 the Unit Member shall notify the scheduling Dean the percent of workload the Member desires for the subsequent academic year.
- 16.1.8.1.8 The Reduced Workload Program shall not exceed one (1) year. A letter of intent must be submitted to the appropriate Dean by September 1 of the academic year preceding the academic year in which the Unit Member's participation in the Reduced Workload Program shall begin. Unit Members will receive \$1,000 payable on the full-time salary schedule beginning July 1 of the reduced workload year.

## **ARTICLE 17.0 – GRIEVANCE PROCEDURE**

### 17.1 Purpose

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

### 17.2 Definitions

- 17.2.1 A "grievance" is an allegation by a grievant that there has been misinterpretation, misapplication, or a violation of this Agreement or that the terms and conditions of grievant's employment have been adversely affected by District action (or inaction) taken in violation of this Agreement or other applicable law.
- 17.2.2 A "grievant" may be the Association or a Unit Member or group of Unit Members affected by the alleged violation of this Agreement.
- 17.2.3 A "day" is a day in which the central administrative office of the District is open for business, with the exception of the winter (from the last day of the fall semester to the first day of the spring semester) and spring recesses as referred to in Article 17.4.1.
- 17.2.4 For purposes of this procedure, the terms "Personnel Officer" and "Chancellor" also mean their respective designees.

### 17.3 General Provisions

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

- 17.3.2 If a grievance is not processed by the grievant in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the last decision rendered.
  - 17.3.3 A grievant may represent himself/herself or choose to have representation. If the grievant chooses not to be represented by the Association, the Association shall be informed of the decision and have the right to present in writing its views on the grievance at all levels of the procedure.
  - 17.3.4 Any record(s) pertaining to a formal level grievance shall be kept in a file separate from grievant's official District personnel file.
  - 17.3.5 Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and the Association.
  - 17.3.6 If the appropriate representative of the administration does not respond within the designated time limit, the requested remedy shall be assumed to be denied and the grievant may appeal the grievance to the next level of the process.
- 17.4 Informal Level – Within thirty (30) days after the grievant knew, or could reasonably be expected to have known of the event or condition upon which the alleged grievance is based, the grievant shall meet with the immediate Dean to attempt to resolve the alleged grievance.
- 17.4.1 At the discretion of the Association Grievance Officer or his/her designee, in the event a grievable situation occurs within the last thirty (30) days of a semester, the timeline for pursuing the grievance at the informal level shall be extended to include the first fifteen (15) days of the following semester. For example, if a grievable situation occurs within the last thirty (30) days of the spring semester, the grievant shall have the first fifteen (15) days of the fall semester in which to pursue the grievance at the informal level.
- 17.5 Formal Levels
- 17.5.1 Level 1 – Personnel Officer
    - 17.5.1.1 If the grievance is not resolved at the informal level, the grievant shall within ten (10) days, submit a formal, written grievance to the Personnel Officer.
    - 17.5.1.2 The written Level 1 grievance statement shall include:
      - 17.5.1.2.1 A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
      - 17.5.1.2.2 A listing of the Article or Section of the Agreement alleged to have been violated or misapplied;
      - 17.5.1.2.3 Statement of the nature and degree of adverse effects;

- 17.5.1.2.4 A written statement of the reasons why the informal level resolution of the immediate Dean is unacceptable to the grievant;
  - 17.5.1.2.5 A listing of the specific remedies requested by the grievant;
  - 17.5.1.2.6 A request for a conference with the appropriate immediate Dean.
- 17.5.1.3 The Personnel Officer shall have ten (10) days after receiving the grievance to render a written decision to the grievant. If the Personnel Officer does not render a decision within the ten (10) day limit, or if the grievant is not satisfied with the decision, an appeal to Level 2 may be filed by the grievant within ten (10) days of the decision or within ten (10) days when no decision was rendered within the ten (10) day time limit.
- 17.5.2 Level 2 – Chancellor
- 17.5.2.1 The appeal shall include a copy of the original grievance, the decision rendered at Level 1, if any, and the reasons for the appeal.
  - 17.5.2.2 The Chancellor shall have fifteen (15) days after receiving the appeal to render a written decision to the grievant. If the Chancellor does not render a decision within the fifteen (15) day limit, or if the grievant is not satisfied with the decision, an appeal to Level 3 Mediation may be filed by the Association within fifteen (15) days of the decision or within fifteen (15) days when no decision was rendered within the fifteen (15) day time limit.
- 17.5.3 Level 3 – Mediation. If the parties do not mutually agree to mediation, the parties may proceed to arbitration.
- 17.5.3.1 Within fifteen (15) days after the Association has submitted the grievance to mediation, the Association and the District shall attempt to agree upon a mediator. If they are unable to agree upon a mediator, the District shall request a list of mediators from the State Conciliation and Mediation Service and/or the American Arbitration Association. Mediation shall be conducted within thirty (30) days or as soon thereafter as all parties' schedules permit.
  - 17.5.3.2 The purpose of the mediation is to attempt to resolve the grievance in its entirety pursuant to the agreement of the Association and the District. If the mediation does not successfully resolve the dispute, the Association may, within ten (10) days of the termination of mediation, as determined by the mediator, submit the matter to Level 4 Binding Arbitration.

17.5.4 Level 4 – Binding Arbitration. As soon as possible after the matter is submitted to the arbitrator, the arbitrator shall submit in writing to the Executive Council of the Association and to the Chancellor a final and binding decision.

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

17.5.4.2 The arbitration shall be commenced within thirty (30) days of the selection of the arbitrator, or as soon thereafter as schedules permit.

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

17.5.4.4 As soon as possible after the matter is submitted to the arbitrator, the arbitrator shall submit in writing to all 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. The arbitrator's decision shall be enforced pursuant to the provisions of the Code of Civil Procedures §1285 et seq.

## 17.6 Miscellaneous Provisions

17.6.1 If the grievance is not settled at Levels 1 or 2, only the Association may determine to submit the matter to mediation and to arbitration.

17.6.2 The Association and the District shall each bear their own costs associated with any step in the grievance procedure, including mediation and arbitration. Any mutually incurred costs associated with mediation and arbitration, including fees of the mediator and arbitrator, and including any costs for a court reporter and transcript for arbitration, shall be shared by the Association and the District equally.

## **ARTICLE 18.0 – SAFETY**

- 18.1 Unit Member safety is a primary concern of the District and Association and is of the highest priority to both parties.
- 18.2 The District agrees to comply with standards prescribed by applicable federal, state, and local laws and regulations affecting Unit Member safety in providing and maintaining safe working conditions and equipment.
- 18.3 A Unit Member who notices any unsafe condition(s) shall remedy and/or report the condition immediately to the immediate supervisor; the Vice Chancellor of Administrative Services; or the Yuba College Director of Maintenance and Operations, or the Woodland Community College Manager of Maintenance and Operations. The District will take steps to rectify the condition(s) in a timely manner, based on the nature and urgency of the situation.
- 18.4 Each Unit Member shall adhere to the District’s Safety Rules and Policies for the well-being of the students and Unit Members of the District.
- 18.5 If a Unit Member experiences a threatening situation causing the Unit Member to fear for his/her personal safety and/or the safety of the students, the Unit Member shall report the situation to the College Police Department and direct supervisor. In the event of the absence of a College Police Officer, the Unit Member shall report the situation and circumstances to the direct supervisor. The District will take appropriate action in a timely manner based on the nature and urgency of the situation to ensure the Unit Member’s and/or students’ safety.

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

- 19.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.
- 19.2 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The parties shall abide by all laws, rules, and regulations which would apply to their relationship which are not otherwise modified herein by this Agreement.

## **ARTICLE 20.0 – SEPARABILITY AND SAVINGS**

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



## **ARTICLE 21.0 – PAST PRACTICES**

Neither the Association nor the District shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, neither the Association nor the District shall be bound by any past practices prior to July 1, 1987, of the District or by understandings with any Unit Member or organization unless such past practices or understandings are specifically stated in this Agreement. This article shall not preclude the consideration of the past conduct of the parties to aid the interpretation of this Agreement where such would be of assistance to the determination of the intent of the parties with respect to a particular provision of this Agreement.

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

- 22.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 22.2 During the term of this Agreement, the Association agrees that neither the Association, nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of its Unit Members take part in, at the request of the Association, a strike, a sick out, or a slow down, against the District, or in the concerted failure to report for duty, or willful absence from his/her duties of employment. Section 22.2 shall terminate on June 30, 2013, unless extended by mutual agreement.
- 22.3 The District agrees that it shall not cause Unit Members to be locked out during the time of this Agreement.
- 22.4 Nothing contained in the Agreement shall be construed to restrict or limit the District in its right to:
- 22.4.1 Seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article;
- 22.4.2 To take such action as it deems necessary to discipline and/or discharge any Member for violation of this Article.
- 22.5 The District shall not provide any Unit Member wages or benefits whatsoever, including, but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from his/her duties of employment.

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

- 23.1 This Agreement shall become effective upon ratification by both parties and will be retroactive to July 1, 2008, except where stated, and shall continue in full force and effect up to and including June 30, 2013.

- 23.2 Proposals for a successor Agreement must be made by the Association no later than the first regular District Board meeting in January 2013 and by the District no later than the first regular District Board meeting in February 2013.

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

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

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

At the beginning of each academic year, the District shall commit \$20,000 to in-service training.

## **ARTICLE 26.0 – COORDINATORS**

- 26.1 Coordinator Assignment Definition
- 26.1.1 Coordinator assignments are full-time faculty assignments in which reassigned load is given to perform a variety of duties related to instruction, student services, or other District needs.
- 26.1.2 Coordinator assignments are separate from regular faculty duties as outlined in Article 7 (regular assignment, office hours, and professional responsibilities) and shall not be performed during hours assigned for

regular workload (teaching/counseling, office hours, or professional responsibilities).

- 26.1.3 Any changes or additions to Coordinator positions must be mutually agreed upon by the District and the Association.
- 26.2 Establishment of College Coordinator Positions
  - 26.2.1 A new College Coordinator position may be requested in writing by a program administrator (Director or Dean) for the following academic year. Each request must include a description of the duties and responsibilities of the College Coordinator assignment, an explanation of the need for the College Coordinator assignment, and the amount of reassigned load being requested. The request must be submitted to the Director of Human Resources Development and Personnel Services on or before September 15.
  - 26.2.2 Once requested, new College Coordinator positions shall be determined by the following process:
    - 26.2.2.1 All requests for new College Coordinator assignments will be reviewed by a committee composed of an administrator who is familiar with the program for which the request is being made but who is not the program administrator making the request, the Director of Human Resources Development and Personnel Services, and two (2) faculty members. One (1) of the faculty members is appointed by the Academic Senate, and one (1) is appointed by the Association.
    - 26.2.2.2 The College Coordinator Request Committee (as outlined in Article 26.2.2.1) shall develop a fair and equitable process by which to review each request and submit a written recommendation to the appropriate College President by November 1.
    - 26.2.2.3 The appropriate College President will make the final determination for the new College Coordinator position, based on the recommendation of the College Coordinator Request Committee. By December 1 the appropriate College President shall provide in writing the reasons to support or deny the recommendation.
    - 26.2.2.4 The appropriate College President will determine and establish the College Coordinator assignment except in the case of the Flex and Curriculum Committee Coordinators. These assignments shall be established by mutual agreement between the Academic Senate and the Board or Board designee.
- 26.3 Establishment of District Coordinator Positions
  - 26.3.1 A new District Coordinator position may be requested in writing by a program administrator for the following academic year. Each request must

include a description of the duties and responsibilities of the District Coordinator assignment, an explanation of the need for the District Coordinator assignment, and the amount of reassigned load being requested. The request must be submitted to the Director of Human Resources Development and Personnel Services on or before September 15.

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

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

26.3.2.2 The District Coordinator Request Committee (as outlined in Article 26.3.2.1) shall develop a fair and equitable process by which to review each request and submit a written recommendation to the Vice Chancellor of Educational Planning and Services by November 1.

26.3.2.3 The Vice Chancellor of Educational Planning and Services will make the final determination for the new District Coordinator position, based on the recommendation of the District Coordinator Request Committee. By December 1 the Vice Chancellor of Educational Planning and Services shall provide in writing the reasons to support or deny the recommendation.

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

## 26.4 Coordinator Categories

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

- Category 1 Coordinators provide intern or clinical supervision as well as engage in significant interaction with an advisory committee for a particular instructional program. Such a Coordinator is usually a requirement of the program. Coordinators in this category include but are not limited to Psychiatric Technology, Radiologic Technology, Veterinary Technology, Early Childhood Education, College Success Center, and Media/Distance Education. Except for Articles 26.1 and

26.2.1 and this definition, Category 1 Coordinators are exempt from the requirements of Article 26.

- Category 2 Coordinators oversee an essential activity integrated with or in direct support of an instructional or non-instructional program. Such Coordinators may include but are not limited to Yuba College/Clear Lake Campus/Beale AFB Outreach English Composition, Woodland Community College/Colusa County Outreach English Composition, Work Experience, Internship, ESL, VESL, and Student Personnel Services.
- Category 3 Coordinators manage a program or College-wide activity not directly linked with any particular instructional or non-instructional program. Coordinators in this category include but are not limited to the Flex Coordinator and the Curriculum Committee Co-Chair. The duties and responsibilities for these positions reside exclusively with the Academic Senate and the Board or Board designee.

## 26.5 Reassigned Time Determination

26.5.1 Compensation shall be only in the form of reassigned time to perform Coordinator duties and shall not exceed .40 FTEF. The amount of such reassigned time shall be determined by the appropriate faculty members and administrator (refer to Article 26.2) when establishing or reviewing the assignment.

## 26.6 Recruitment and Selection

### 26.6.1 Recruitment

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

26.6.1.2 The District shall post job descriptions on District bulletin boards for ten (10) days as well as notify each Unit Member by District e-mail. The job description also will outline the application process that will include at a minimum the submission of a letter to the office of Director of Human Resources Development and Personnel Services indicating the applicant's qualifications relative to the job description. The Director of Human Resources Development and Personnel Services will forward the letter to the interview committee as defined in Article 26.6.2.

- 26.6.2 Selection
  - 26.6.2.1 Selection will be determined by an interview committee consisting of at least one (1) appropriate administrator and at least two (2) faculty appointed by the Academic Senate.
- 26.7 Length of Service and Identification of Duties
  - 26.7.1 Category 2 and 3 Coordinators may serve a term from one (1) year up to a maximum of three (3) years as defined by the original recommendation and posted in the job announcement. When the term has ended, the position is opened within the area of assignment or throughout the District, whichever is appropriate, so that all interested faculty may apply. The incumbent may reapply for the open position.
  - 26.7.2 The Vice Chancellor of Educational Planning and Services will issue a Memorandum of Agreement to the Coordinator outlining the responsibilities of the position as described in the job description, the term of the Coordinator's assignment, and the amount of reassignment.
- 26.8 Evaluation
  - 26.8.1 Each Coordinator will have an annual evaluation related to his/her Coordinator assignment. This evaluation will be completed by the assigned administrator and will be consistent with the Memorandum of Agreement.
  - 26.8.2 The evaluation will be completed by May 15 of each year.
  - 26.8.3 The evaluation will follow strictly the Memorandum of Agreement, addressing how well the Coordinator is meeting his/her duties as prescribed therein. The Coordinator evaluation is separate and distinct from a Unit Member's regular assignment/regular evaluation cycle.
  - 26.8.4 Continued service in the Coordinator role will be based on satisfactory evaluation.
  - 26.8.5 In the event that a Coordinator receives an evaluation rating recommending that the Unit Member not continue in the assignment, a temporary appointment will be made by the Vice Chancellor for Educational Planning and Services for one (1) academic year so that a full recruitment may be conducted.
- 26.9 Review
  - 26.9.1 At the request of either the Association or the District, a committee may be assembled to review the on-going need for, the release time for, and/or position duties of an established Coordinator position.
  - 26.9.2 For a College Coordinator, such review shall be conducted by a committee composed of the administrator who oversees the Coordinator, the Director of Human Resources Development and Personnel Services, and at least two (2) faculty members. At least one

- (1) of the faculty members is appointed by the appropriate Academic Senate and at least one is appointed by the Association.
- 26.9.3 For a District Coordinator, such review shall be conducted by a committee composed of the administrator who oversees the Coordinator, the Director of Human Resources Development and Personnel Services, and at least three (3) faculty members. One (1) of the faculty members is appointed by the Woodland Community College Academic Senate, one (1) is appointed by the Yuba College Academic Senate, and at least one (1) is appointed by the Association.
- 26.9.4 The Coordinator Review Committee (as outlined in Article 26.9.2 or in Article 26.9.3 as appropriate) shall develop a fair and equitable process by which to recommend any change in release time or recommend that the position be terminated altogether the following academic year. The Committee must submit a written recommendation of any changes to a College Coordinator position to the appropriate College President or must submit a written recommendation of any changes to a District Coordinator position to the Vice Chancellor of Educational Planning and Services by November 15.
- 26.9.5 The appropriate College President or the Vice Chancellor of Educational Planning and Services will make the final determination for any change in release time and/or the position itself, predicated on the recommendation of the Coordinator Review Committee. By December 1 the appropriate College President or the Vice Chancellor of Educational Planning and Services shall provide in writing the reasons for any changes in an established Coordinator position.
- 26.10 In the event that a Unit Member opts out of a College Coordinator assignment prior to completion of the Memorandum of Agreement or a College Coordinator position is unfilled, a temporary appointment will be-made by the appropriate Vice President or Campus Dean for one (1) academic year so that a full recruitment may be conducted.
- 26.10.1 Prior to full recruitment, the Coordinator Review Committee (as outlined in 26.9.2) will convene to review the on-going need for, the release time for, and/or position duties of an established College Coordinator position. Any changes should follow the process as outlined in Article 26.9.
- 26.11 In the event that a Unit Member opts out of a District Coordinator assignment prior to completion of the Memorandum of Agreement or a District Coordinator position is unfilled, a temporary appointment will be-made by the Vice Chancellor of Educational Services and Planning for one (1) academic year so that a full recruitment may be conducted.

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

## **ARTICLE 27.0 – TEMPORARY FACULTY**

- 27.1 For the purposes of Article 27, temporary faculty are those faculty that are not contract or regular faculty as defined by the Education Code. Temporary faculty are those faculty members hired as categorical, long-term substitute, short-term temporaries, temporary replacements, demand temporaries, disability leave replacements, sabbatical leave replacements, and load banking leave replacements. However, any faculty member that is entitled to earn tenure (e.g., EOPS and DSPS) shall not be considered a “temporary employee” for purposes of Article 27.
- 27.2 Temporary faculty do not earn time of service credit towards attainment of status of a regular or contract faculty, and do not earn time of service credit towards seniority. Refer to Education Code §87470.
- 27.3 Temporary faculty members are defined and recognized as being members of the Association; however, temporary faculty members hired on or after July 1, 2005, are specifically excluded from the following articles of this Agreement:
- Article 4.2 – Sabbatical Leaves
  - Article 4.13 – Retraining Leave
  - Article 4.14 - Load Banking Leave
  - Article 5 – Transfers
  - Article 24 – Faculty Service Areas
- 27.3.1 In the event of a reduction or elimination of a categorical funding source linked to a program, temporary faculty may be released at the discretion of the District, consistent with the provisions of the Education Code.
- 27.4 Temporary faculty hired before July 1, 2005, and employed continuously through July 1, 2005, are not excluded from provisions of this Agreement. Leaves considered under Articles 4.2 and 4.13 will only be granted under the circumstances that the requested leave does not impair the program or violate an agreement to provide services for external funding.
- 27.4.1 In the event of a reduction or elimination of a categorical funding linked to a program, temporary faculty hired before July 1, 2005, may be released at the discretion of the District and in a manner consistent with the provisions of the Education Code. However, they may only be released after being granted a due process formal hearing in front of the full Board to request transfer, retraining, or other options.



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

Public Employment Relations Board  
923 - 12th Street  
Sacramento, CA 95814

SUBJECT:   MODIFICATION   OF   VOLUNTARY   RECOGNITION   OF  
              CERTIFICATED  
              BARGAINING UNIT

(1)   DISTRICT

Yuba Community College District  
2088 North Beale Road  
Marysville, CA 95901

(2)   EMPLOYEE ORGANIZATION

Yuba College Faculty Association  
2088 North Beale Road  
Marysville, CA 95901

- (3)   The Yuba Community College District Board of Trustees on May 11, 1977, voluntarily recognized the Yuba College Faculty Association as the exclusive representative of a unit composed of certificated employees. PERB was so notified in writing on May 24, 1977. Subsequently, representatives of the District and the Association met and agreed to a more precise definition of the bargaining unit, as follows:

INCLUDED:

- (a)   all full-time professors, instructors, librarians, and counselors;
- (b)   all professors, instructors, librarians, and counselors whose contractual obligation equals or exceeds .60 full-time equivalent;

EXCLUDED:

All other employees of the District including, but not limited to the following: substitutes; Summer Session Instructors, Summer Session Librarians, and Summer Session Counselors; consultants; Temporary Employees hired for less than a semester; and those positions identified by the Board of Trustees as supervisory, management, or confidential.

## EXHIBIT B.1 – 2009-2010 FULL-TIME FACULTY SALARY SCHEDULE

### YUBA COMMUNITY COLLEGE DISTRICT SALARY SCHEDULE FOR FULL-TIME FACULTY - 2009/2010

STEP	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS
	I	II	III	IV	V	VI
1	50397	52592	54784	56981	59176	61369
2	52592	54784	56981	59176	61369	63564
3	54784	56981	59176	61369	63564	65760
4	56981	59176	61369	63564	65760	67957
5	59176	61369	63564	65760	67957	70150
6	61369	63564	65760	67957	70150	72346
7	63564	65760	67957	70150	72346	74542
8	65760	67957	70150	72346	74542	76734
9	67957	70150	72346	74542	76734	78930
10	70150	72346	74542	76734	78930	81126
11	72346	74542	76734	78930	81126	83320
12	74542	76734	78930	81126	83320	85515
13	76734	78930	81126	83320	85515	87712
14		81126	83320	85515	87712	89905
15		83320	85515	87712	89905	92100
16			87712	89905	92100	94296
17			89905	92100	94296	96490
18			92100	94296	96490	98685
19				96490	98685	100879

Class I	Less than BA + 30 units
Class II	BA + 30 units or a MA
Class III	BA + 45 units or a MA + 15 units
Class IV	BA + 60 units or a MA + 30 units
Class V	BA + 75 units or a MA + 45 units
Class VI	BA + 90 units or a MA + 60 units

**Doctorate**                    \$3,293  
150% of standard step added to class/step placement

**First Longevity**            \$2,195  
100% of standard step added to class/step placement  
(granted after completion of 3 years service placed on step 19)

**Second Longevity**        \$2,195  
100% of standard step added to class/step placement  
(granted after completion of 3 years service placed on 1st longevity)

**Third Longevity**            \$2,195  
100% of standard step added to class/step placement  
(granted after completion of 4 years service placed on 2nd longevity)

Effective 7/1/09

## EXHIBIT B.2 – 2009-2010 EXTRA-PAY SALARY SCHEDULE

### YUBA COMMUNITY COLLEGE DISTRICT EXTRA-PAY SALARY SCHEDULE - 2009/2010 Full-time Faculty

STEP	CLASS I LESS THAN BA + 30		CLASS II BA + 30/ MA		CLASS III BA + 45/ MA + 15		CLASS IV BA + 60/ MA + 30		CLASS V BA + 75/ MA + 45		CLASS VI BA + 90/ MA + 60	
	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB
1	46.66	31.26	48.70	32.63	50.73	33.99	52.76	35.35	54.79	36.71	56.82	38.07
2	48.70	32.63	50.73	33.99	52.76	35.35	54.79	36.71	56.82	38.07	58.86	39.44
3	50.73	33.99	52.76	35.35	54.79	36.71	56.82	38.07	58.86	39.44	60.89	40.80
4	52.76	35.35	54.79	36.71	56.82	38.07	58.86	39.44	60.89	40.80	62.92	42.16
5	54.79	36.71	56.82	38.07	58.86	39.44	60.89	40.80	62.92	42.16	64.95	43.52
6	56.82	38.07	58.86	39.44	60.89	40.80	62.92	42.16	64.95	43.52	66.99	44.88
7	58.86	39.44	60.89	40.80	62.92	42.16	64.95	43.52	66.99	44.88	69.02	46.24
8	60.89	40.80	62.92	42.16	64.95	43.52	66.99	44.88	69.02	46.24	71.05	47.60
9	62.92	42.16	64.95	43.52	66.99	44.88	69.02	46.24	71.05	47.60	73.08	48.96
10	64.95	43.52	66.99	44.88	69.02	46.24	71.05	47.60	73.08	48.96	75.12	50.33
11	66.99	44.88	69.02	46.24	71.05	47.60	73.08	48.96	75.12	50.33	77.15	51.69
12	69.02	46.24	71.05	47.60	73.08	48.96	75.12	50.33	77.15	51.69	79.18	53.05
13	71.05	47.60	73.08	48.96	75.12	50.33	77.15	51.69	79.18	53.05	81.21	54.41
14			75.12	50.33	77.15	51.69	79.18	53.05	81.21	54.41	83.25	55.78
15			77.15	51.69	79.18	53.05	81.21	54.41	83.25	55.78	85.28	57.14
16					81.21	54.41	83.25	55.78	85.28	57.14	87.31	58.50
17					83.25	55.78	85.28	57.14	87.31	58.50	89.34	59.86
18					85.28	57.14	87.31	58.50	89.34	59.86	91.38	61.22
19							89.34	59.86	91.38	61.22	93.41	62.58

EARNED DOCTORATE: ADD \$3.05 TO CLASS/STEP PLACEMENT

ATTAINED FIRST LONGEVITY STIPEND: ADD \$2.03 TO CLASS/STEP PLACEMENT

ATTAINED SECOND LONGEVITY STIPEND: ADD AN ADDITIONAL \$2.03 TO CLASS/STEP PLACEMENT

ATTAINED THIRD LONGEVITY STIPEND: ADD AN ADDITIONAL \$2.03 TO CLASS/STEP PLACEMENT

Effective: 7/1/09

# EXHIBIT B.3 – 2009-2010 SUMMER/INTERSESSION SALARY SCHEDULE

## YUBA COMMUNITY COLLEGE DISTRICT SUMMER & INTERSESSION SALARY SCHEDULE - 2010 Full-time Faculty

CLASS I LESS THAN BA + 30	CLASS II BA + 30/ MA	CLASS III BA + 45/ MA + 15	CLASS IV BA + 60/ MA + 30	CLASS V BA + 75/ MA + 45	CLASS VI BA + 90/ MA + 60
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STEP	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB	LEC	LAB
1	49.46	33.14	51.62	34.59	53.77	36.03	55.93	37.47	58.08	38.91	60.23	40.35
2	51.62	34.59	53.77	36.03	55.93	37.47	58.08	38.91	60.23	40.35	62.39	41.80
3	53.77	36.03	55.93	37.47	58.08	38.91	60.23	40.35	62.39	41.80	64.54	43.24
4	55.93	37.47	58.08	38.91	60.23	40.35	62.39	41.80	64.54	43.24	66.70	44.69
5	58.08	38.91	60.23	40.35	62.39	41.80	64.54	43.24	66.70	44.69	68.85	46.13
6	60.23	40.35	62.39	41.80	64.54	43.24	66.70	44.69	68.85	46.13	71.01	47.58
7	62.39	41.80	64.54	43.24	66.70	44.69	68.85	46.13	71.01	47.58	73.16	49.02
8	64.54	43.24	66.70	44.69	68.85	46.13	71.01	47.58	73.16	49.02	75.31	50.46
9	66.70	44.69	68.85	46.13	71.01	47.58	73.16	49.02	75.31	50.46	77.46	51.90
10	68.85	46.13	71.01	47.58	73.16	49.02	75.31	50.46	77.46	51.90	79.63	53.35
11	71.01	47.58	73.16	49.02	75.31	50.46	77.46	51.90	79.63	53.35	81.78	54.79
12	73.16	49.02	75.31	50.46	77.46	51.90	79.63	53.35	81.78	54.79	83.93	56.23
13	75.31	50.46	77.46	51.90	79.63	53.35	81.78	54.79	83.93	56.23	86.08	57.67
14			79.63	53.35	81.78	54.79	83.93	56.23	86.08	57.67	88.25	59.13
15			81.78	54.79	83.93	56.23	86.08	57.67	88.25	59.13	90.40	60.57
16					86.08	57.67	88.25	59.13	90.40	60.57	92.55	62.01
17					88.25	59.13	90.40	60.57	92.55	62.01	94.70	63.45
18					90.40	60.57	92.55	62.01	94.70	63.45	96.86	64.90
19							94.70	63.45	96.86	64.90	99.01	66.34

EARNED DOCTORATE: ADD \$3.23 TO CLASS/STEP PLACEMENT

ATTAINED LONGEVITY STIPEND: ADD \$2.15 TO CLASS/STEP PLACEMENT

ATTAINED SECOND LONGEVITY STIPEND: ADD AN ADDITIONAL \$2.15 TO CLASS/STEP PLACEMENT

ATTAINED THIRD LONGEVITY STIPEND: ADD AN ADDITIONAL \$2.15 TO CLASS/STEP PLACEMENT

Effective 7/1/09: 6% above Extra-Pay 2009/2010 Schedule

## EXHIBIT C – FLEXIBLE BENEFITS OPTIONS (2010-2011)

### Premier Plus Scenarios

<u>Premier Plus</u>	<u>Premier</u>	<u>Savings</u>	<u>75%</u>	<u>403b</u>	<u>H.S.A</u>
\$1,225.00	\$1,107.00	\$118.00	\$88.50	\$88.50	\$0.00

<u>Premier Plus</u>	<u>Standard</u>	<u>Savings</u>	<u>75%</u>	<u>403b</u>	
\$1,225.00	\$999.00	\$226.00	\$169.50	\$169.50	\$0.00

<u>Premier Plus</u>	<u>Basic</u>	<u>Savings</u>	<u>75%</u>	<u>403b</u>	
\$1,225.00	\$818.00	\$407.00	\$305.25	\$305.25	\$0.00

### Premier Plus to H.S.A Scenario

<u>Premier Plus</u>	<u>HDHP-E/F</u>	<u>Savings</u>	<u>75%</u>	<u>403b</u>	<u>H.S.A</u>
\$1,225.00	\$618.00	\$607.00	\$455.25	\$201.09	\$254.16

### Premier Scenarios

<u>Premier</u>	<u>Standard</u>	<u>Savings</u>	<u>75%</u>	<u>403b</u>	<u>H.S.A</u>
\$1,107.00	\$999.00	\$108.00	\$81.00	\$81.00	\$0.00

<u>Premier</u>	<u>Basic</u>	<u>Savings</u>	<u>75%</u>	<u>403b</u>	<u>H.S.A</u>
\$1,107.00	\$818.00	\$289.00	\$216.75	\$216.75	\$0.00

### Premier to H.S.A Scenarios

<u>Premier</u>	<u>Plan 1</u>	<u>Savings</u>	<u>75%</u>	<u>403b</u>	<u>H.S.A</u>
\$1,107.00	\$618.00	\$489.00	\$366.75	\$112.59	\$254.16

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