

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

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

August 4, 2023

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

**ARTICLE 5.0
TRANSFERS**

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

30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

5.1 Definitions

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

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

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

5.1.4 "District-initiated Transfer" as used in this Article is one that is initiated by the
District because of a reduction in force (RIF) and may be a Partial-Load Transfer
or a Full-Load Transfer.

5.1.5 "Requested Voluntary Transfer" as used in this Article is one initiated by a tenured
Unit Member and may be a Partial-Load Transfer or a Full-Load Transfer.

5.1.6 A "position available for transfer" shall mean a teaching, counseling or librarian
position within the Faculty Association Unit that the District wishes to fill. The
position may be advertised concurrently until the determination for a Requested
Voluntary Transfer is made.

52 5.2 General

53

54 5.2.1 The District shall assign Unit Members to teaching, counseling, and librarian
55 positions based upon the District’s needs.

56

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

59

60 5.2.2 A Unit Member shall be assigned to no more than two (2) worksites per any one
61 (1) work day unless mutually agreed to by the District and the Unit Member.

62

63 5.3 Requested Voluntary Transfer

64

65 5.3.1 The District shall post a notice of every “position available for transfer” on the
66 District website for ten (10) days, as well as notify each tenured Unit Member by
67 District e-mail, within which time period tenured Unit Members may request in
68 writing a voluntary transfer.

69

70 5.3.2 A tenured Unit Member is eligible for transfer under the provisions of this article
71 only if the position “available for transfer” is within the Unit Member’s discipline,
72 and the Unit Member possesses the minimum qualifications for the position and
73 has taught (or served as counselor or librarian) a minimum of 40% in the discipline
74 as part of regular load during any of the prior two years while employed by the
75 District. At the discretion of the college president of the campus to which transfer
76 is requested, the unit member may be ineligible for transfer if his/her most recent
77 summary evaluation was deemed “unacceptable” or if there are formal charges of
78 discipline pending as defined by California Education Code 87730-87740 against
79 the Unit Member.

80

81 ~~If the Unit Member is eligible, no hiring committee is needed and the District~~

82 ~~shall transfer the tenured Unit Member to the new assignment.~~

83 5.3.3 If ~~more than one~~ a tenured Unit Member is eligible for transfer under 5.3.2
84 above ~~requests a transfer to the same position available for transfer~~, the unit
85 member may submit a letter of interest to Human Resources, upon which the
86 unit member’s application will be automatically included in the search
87 process and the unit member shall be guaranteed a first round interview
88 District shall allow those tenured Unit Members to have interviews with a
89 faculty and administration interview committee at the college to which
90 transfer is requested.

91

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

94

95 5.3.4 A tenured Unit Member who initiates a Requested Voluntary Transfer shall not
96 receive mileage.

97

98 5.4 District-initiated Transfers

99

100 5.4.1 The District shall consider the following factors when a District-initiated transfer
101 affects more than one Unit Member because of a RIF: (1) the Unit Member’s length
102 of service to the District; i.e., seniority, and (2) the qualifications and demonstrated

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

ability of the Unit Member to perform the required services; i.e., minimum qualifications.

5.4.2 District-initiated transfers shall not be made in an arbitrary, capricious, nor discriminatory manner, nor shall discipline be a factor when a District- initiated transfer is considered by the District.

5.4.3 The District shall present the reassigned Unit Member a written copy of the reasons for a District-initiated transfer and provide for a conference between the appropriate supervising Dean(s) or administrator(s) and the Unit Member to discuss the reasons for transfer.

5.4.4 If a Unit Member requires retraining in order for the District to complete District-initiated transfer, the District will offer retraining leave at no cost to the Unit Member pursuant to Article 4.13 of this Agreement.

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

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

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

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

1 YUBA COMMUNITY COLLEGE DISTRICT
2 TO THE
3 FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT
4 August 4, 2022
5

6 The collective bargaining proposal presented herein by the Yuba Community College District and
7 the Faculty Association of the Yuba Community College District is expressly made pursuant to
8 the Education Employment Relations Act and the Collective Bargaining Contract between the
9 parties. All components of this proposal are required to be accepted for it to take effect. If any
10 portion of this proposal is rejected, all other portions of this proposal are deemed to have been
11 rejected as well. The following article shall be deemed to remain unchanged in the Collective
12 Bargaining Agreement except as set forth below:
13

14 ARTICLE 10.0
15 DISTRIBUTIVE DISTANCE EDUCATION
16

17 10.1 Philosophy Purpose
18

19 The purpose of DistributiveDistance Education is to increase the opportunity for students to take
20 classes, to utilize District teaching resources efficiently, and to provide for quality teaching
21 throughout the entire District. DistributiveDistance Education supplements the existing
22 curriculum and also allows students living outside of the District the opportunity to take YCCD
23 courses.
24

25 ~~*There is no difference between face-to-face classes and Distance education classes other*~~
26 ~~*than the method of delivery. All of the rights, freedoms, limitations, and responsibilities*~~
27 ~~*applicable to traditional classrooms are applicable to distance learning.*~~
28 *[This isn't accurate. There are differences in 508 compliance and substantive interaction*
29 *issues.]*
30

31 10.2 Definitions
32

33 ~~*The District's definitions and policies regarding Distance Education are set forth in AP*~~
34 ~~*4105. Changes to AP 4105 are subject to bargaining obligations pursuant to law.*~~
35

36 ~~*Distance Education is defined as instruction in which the instructor and student are*~~
37 ~~*separated by time and/or distance and interact with the assistance of technology.*~~
38

39 ~~*10.2.1 "Online with Flexible In-Person Component," "Partially Online/Hybrid," and*~~
40 ~~*"Broadcast/Point-to-Point"*~~

41 ~~*10.2.1.1 Online with Flexible In-Person Component: Online, asynchronous*~~
42 ~~*course with in-person/proctored assessment/activities at a flexible*~~
43 ~~*time and place*~~

44 ~~*10.2.1.2 Partially Online/Hybrid: A course that replaces some, but not all,*~~
45 ~~*face-to-face or online synchronous class time with asynchronous*~~
46 ~~*online instruction*~~

47 ~~*10.2.1.3 Broadcast/Point-to-Point: A course offered synchronously through*~~
48 ~~*2-way interactive/point-to-point instruction*~~

49 ~~*10.2.1.4 A "Telelecture," "Online with Flexible In-Person Component,"*~~
50 ~~*"Partially Online/Hybrid," and "Broadcast/Point-to-Point" as used in*~~
51 ~~*this Agreement, shall refer to all educational methods wherein a Unit*~~

52 Member is teaching in a dual modality, face to face and with a
53 communications link between the Unit Member and students at a
54 distance (e.g., broadcast, ITV, point to point). Thiselecture
55 interaction is synchronous (i.e. live, real-time) and may be
56 asynchronous (through the LMS i.e. bulletin board, email, voice mail)
57 and uses television, compressed video, streaming video, podcasting,
58 computer, other telecommunications technology, or combinations
59 thereof to engage in effective teaching and learning. These modes of
60 teachingA telelecture requires Regular Effective Contact between the
61 Unit Member and student as defined by Title 5 Section 5211.
62 For these classesFor telelecture courses (as defined in 10.2.1) the
63 Unit Member shall be compensated by regular unit load or by payment
64 on the hourly EP salary schedule plus \$750 as an additional stipend
65 (for a 3-unit course). This amount will be prorated for classes courses
66 with different load units.

67
68 10.2.2 "Fully Online" instruction is defined as a course in which 100% of the
69 instruction and interaction between instructor and student is delivered
70 online asynchronously as used in this Agreement, shall refer to all
71 educational methods wherein a Unit Member is teaching only to students at
72 a distance, and where interaction (either synchronous or asynchronous) is
73 through the use of a computer and other telecommunications technology, to
74 engage in effective teaching and learning. Online instruction requires
75 Regular Effective Contact between the Unit Member and student as defined
76 by Title 5 Section 5211.
77 For fully online courses (as defined in 10.2.2) the Unit Member shall be
78 compensated by regular unit load or by payment on the hourly EP salary
79 schedule plus \$750 as an additional stipend for the first time an individual
80 offers a new course online. For courses that have both a lecture and lab
81 component, the Unit Member will be compensated an additional stipend of
82 \$250.

83
84 10.2.3 "Telepackage," as used in this Agreement, shall refer to all educational
85 methods wherein a Unit Member uses a commercially produced package of
86 course materials with a specific set of objectives related to a particular
87 course. The Unit Member teaches only to students at a distance and where
88 interaction (asynchronous) is through the use of a computer and other
89 telecommunications technology to engage in teaching and learning.
90 Telepackages are licensed or leased through consortia, and may contain
91 additional costs and student fees. Telepackages require Regular Effective
92 Contact between the Unit Member and student as defined by Title 5 Section
93 5211.

94
95 In a telepackage course (as defined in 10.2.3) the Unit Member shall be paid
96 only a stipend based upon the number of students enrolled in the course.
97 Only one of the following shall apply, and the amount will be prorated for
98 courses with different load units.

99
100 • 3 unit telepackage up to 60 students \$1,275

101 • 3 unit telepackage 61 students and above \$1,700
102

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

10.3 Policies Schedule of Assignments

10.3.1 DE assignments shall be made in accordance with the scheduling process as specified in Article 12 and Article 13.

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

10.3.2 Load Limits

10.3.2.1 Normally, all Unit Members shall teach at least .40 of load in person in each term.

10.3.2.2 Exceptions may be made by the Vice President of Instruction.

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

10.3.3 ~~Not all courses may be appropriate for Distance are appropriate for distributive eEducation 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 Distancedistributive Education course, and high quality of education must be maintained regardless of the method of delivery.~~

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

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

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

10.3.64 The District shall provide necessary equipment ~~and training~~, logistical, instructional, and technical support to Unit Members with Distance Education assignments. If required training is not available from the colleges

~~or District, the District shall compensate the Unit Member for all such training costs.~~

10.4 Training Teaching Assignment

10.4.1 ~~Faculty assigned in distance education modes of instruction shall demonstrate preparation to teach in these modes by meeting a minimum eligibility requirement. The District shall provide a standard DE professional development training opportunity for faculty to meet this requirement. Only faculty who have completed this training are eligible to teach online. In the sole discretion of the appropriate administrator, a faculty member may be assigned to teach online for a single semester, only, without previously having satisfied this specific training requirement.~~

~~The decision regarding whether or not to accept a Distance Education assignment shall be at the sole discretion of the Unit Member. Unit Members will not be sanctioned or adversely evaluated in any way for refusing a Distance Education assignment. 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 ~~Completion of the training can be applied towards tenured and tenure-track faculty Flex or College Service obligations.~~

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

10.4.3 ~~Faculty may be required to complete additional training as dictated by a college distance education handbook. Such training will be compensated in the same manner as the training described in 10.4.1 and 10.4.2, above.~~

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

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

~~The intellectual property rights of faculty are set forth in AP 3710. Changes to AP 3710 are subject to bargaining obligations pursuant to law.~~

~~The course materials produced for DistanceDistributive Education are solely jointly owned by the Unit Member and the District. The District's ownership is limited to the generated course materials produced for Distance Education. Once Distributive Education materials are used for a class, the 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.~~

204 10.6 Peer Online Course Review (POCR)
205 Rights to Ownership of Distributive Education Courses.
206

207 10.6.1 In order to be assigned to teach courses online, faculty members must submit
208 at least one course for validation review/POCR review. Until this
209 requirement is met, faculty will not be assigned online courses unless the
210 Appropriate Administrator makes an individual exception to this
211 requirement. Once a course is validated, members shall have the right to
212 teach any course online.
213 ~~Telelecture – A telelecture is intended to be a one-semester event. The~~
214 ~~videotapes of the telelecture shall not be used by the District without written~~
215 ~~consent of the Unit Member after the course terminates.~~

216
217 10.6.2 All faculty shall be required to submit each course to be offered online to
218 their respective Distance Education Committees for validation and/or POCR
219 review.

220 ~~Faculty Produced Telepackage – The videotapes of the lecture portion of~~
221 ~~the telepackage shall not be used by the District as stated in 10.5.~~

222
223 10.6.2 All certified validators/POCR reviewers shall receive a stipend of \$75 for
224 each completed section of the OEI rubric (A, B, C, and/or D) they review.
225 Additionally, a \$50 stipend shall be awarded for the follow-up debrief
226 meeting/final course review with the course author under review according
227 to the college's POCR review/validation process. In no event shall payment
228 exceed \$350 per course reviewed.

229 ~~10.7 – All certified validators/reviewers shall receive a stipend of \$250 for~~
230 ~~each complete online class they review.~~

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

233 [From MOU entered June 22, 2022.]

234
235 10.7 Office Hours
236

237 10.7.1 Unit Members who teach through a distance learning delivery system,
238 including online, shall provide for student consultation through “physical
239 presence” office hours or online synchronous office hours.

240
241 10.7.2 Unit Members shall use professional discretion in selecting the appropriate
242 method(s) of student consultation and shall specify those methods in the
243 course description.

244
245 10.8 Entering Online Course Shells
246

247 10.8.1 As a result of the District's responsibility to meet regulatory requirements,
248 there are times when a faculty member's course may be entered by users
249 other than the instructor of record or enrolled students. These users may
250 include instructional design faculty, instructional deans, ACCJC or other
251 required external reviewers, distance education committee, or the peer
252 online course review facilitators. A faculty member's course can only be
253 entered for one of the reasons described outlined below.
254

255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281

10.8.2 Reasons Justifying Course Entry

10.8.2.1 To ensure regular and substantive student interaction instructor contact.

10.8.2.2 To meet the accessibility obligations under the ADA and Rehabilitation Act section 508.

10.8.2.3 To copy a course, without student information, or to conduct a Peer Online Course Review

[From DE Handbook.]

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

FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

_____	_____
_____	_____
_____	_____
_____	_____

1 YUBA COMMUNITY COLLEGE DISTRICT
2 TO THE
3 FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT
4 August 4, 2022
5

6 The collective bargaining proposal presented herein by the Yuba Community College District and
7 the Faculty Association of the Yuba Community College District is expressly made pursuant to
8 the Education Employment Relations Act and the Collective Bargaining Contract between the
9 parties. The following article shall be deemed to remain unchanged in the Collective Bargaining
10 Agreement except as set forth below:

11
12 ARTICLE 12.0
13 SCHEDULE DEVELOPMENT
14

15 12.1 Schedules for each semester shall be planned to accommodate the needs of
16 students, to ensure the quality of education, and to utilize facilities efficiently. This
17 article applies to all faculty members, including without limitation instructional
18 faculty, resource faculty, counselors, and librarians.
19 Unit Members shall be entitled to continue with teaching, counseling, and librarian
20 duties to the extent that the program continues to have such needs. That is to say
21 that the Unit Member shall have first right of refusal with respect to continued
22 teaching, counseling, and librarian duties that they have performed historically,
23 provided such duties remain a part of the program requirements. ***

24
25 It is the scheduling supervising Dean or appropriate administrator's responsibility to
26 make the final decisions regarding complete the schedule, in consultation with Unit
27 Member(s), based on the need of the specific program.

28
29 12.1.1 First right of refusal is defined as the right to continue to counsel or to teach
30 a class that one is teaching. ***

31
32 12.1.2 Unit Members shall retain first right of refusal to all EP, intersession, and/or
33 summer assignments. ***

34
35 12.2 Before individual course schedules and assignments are finalized, the currently
36 employed Unit Members will be provided an opportunity to present input, in writing,
37 regarding the curriculum offered, assignments, modalities, technology and/or other
38 equipment needs, specialized classroom characteristics, time and day of offerings,
39 location of assignments, maximum number of teaching hours per day, and interest
40 in overload. The supervising Dean or appropriate administrator will consider the
41 Unit Member's input in making individual schedules and assignments.

42
43 While recommendations of all personnel will be seriously considered, it is the
44 responsibility of the supervising Dean or administrator to make the decisions for a
45 schedule.

46
47 12.3 In the event of impasse of opinion, the Unit Member may request a conference be
48 held with the Dean and appropriate College Vice President, or Yuba Community
49 College President in the case of the Sutter County Campus, and Woodland
50 Community College President in the case of the Lake County Campus. The
51 appropriate College Vice President, or Yuba Community College President in the

~~case of the Sutter County Campus, and Woodland Community College President in the case of the Lake County Campus, will render a decision. Consultation shall not override a Unit Member's first right of refusal. ***~~

ARTICLE 13.0
OVERLOAD/-(EP)EXTRA-PAY, INTERSESSION, AND SUMMER TEACHING,
COUNSELING, AND LIBRARIAN ASSIGNMENTS

~~13.1 Fifteen (15) load units (or equivalent) a semester represents the full regular load for a full-time Unit member at a minimum the 40-hour work week as stated provided in Article 7.1. An overload assignment is any assignment in excess of the full regular load of a full-time Unit Member, including summer session and intersession assignments, with the exception of special projects. The terms "overload" and "extra-pay" have the same meaning throughout this Agreement unless otherwise specified. However, the Association recognizes that it may be necessary and prudent for Unit Members to teach or perform EP assignments to meet the needs of their programs as well as to meet the needs of the District.~~

~~13.1 Unit Members have first rights of refusal to continue teaching courses or performing assignments they have taught or performed in the past (refer to Articles 12.1 and 12.2). ***~~

~~13.2 Prior to being provided EP overload assignments, Unit Members must have a full regular load, as stated in Article 7.1. Unit members will make the determination as to which units are considered load and EP. *** The terms "overload" and "extra-pay" have the same meaning throughout this Agreement unless otherwise specified.~~

~~13.23 Overload assignments shall be compensated at the rates specified in Exhibit B.2. Non-instructional overload assignments shall be paid at the Lab rate of the Exhibit B2 schedule for each clock hour of non-teaching duties.~~

Extra-pay Load Limits

~~13.3.1 In an academic year, in consultation with the appropriate administrator, Unit Members may teach no more than eighteen (18) EP load units during any year of this contract, and no more than nine (9) EP load units in any one semester, exclusive of intersession and summer session. Subject to mutual consent between the District and the Association, the appropriate College President may authorize excess of this limit in extenuating circumstances.~~

~~13.3.2 Unit Members in the Reduced Workload Program (Article 16.1.7) shall be subject to the load requirements and limitations set forth in the Education Code and any other applicable law.~~

~~13.4 Maximum overload is six (6) contract hours in any given term, including intersession and summer session. Exceptions may be granted by the appropriate Vice President. Unit Members retain first rights of refusal to all EP, intersession, and/or summer session assignments. *** First right of refusal is defined as the right to continue to counsel or to teach a class that one is teaching. ***~~

103 13.5 ~~Unit Members on performance improvement plans are not eligible for overload~~
104 ~~assignments. Exceptions may be granted by the appropriate Vice President.~~
105 ~~First right of refusal for filling an EP, intersession, and/or summer session~~
106 ~~assignment shall be given to a Unit Member.***~~

107 ~~13.6 The Unit Member shall retain first rights of refusal as long as he/she continues to~~
108 ~~teach the class or counsel except as noted in Articles 13.7 and 13.8.***~~
109

110 ~~13.7 In order to allow for flexibility both for the Unit Member and for the benefit of the~~
111 ~~program, Unit Members with first right of refusal status may mutually agree with the~~
112 ~~assigning Dean to not teach or to substitute other assignment(s) for those normally~~
113 ~~worked for a one-semester period without losing first right of refusal status for the~~
114 ~~vacated continuing assignment(s). In such cases, the Unit Member taking the~~
115 ~~continuing assignment(s) will not gain first right of refusal for such assignment(s)~~
116 ~~and shall be informed of this at the time of employment.***~~
117

118 ~~13.8 The Unit Member with first right of refusal status and the assigning Dean (with the~~
119 ~~approval of the appropriate College Vice President or Clear Lake Executive Dean)~~
120 ~~may mutually agree that the Unit Member may, for one semester, not take the~~
121 ~~assignment(s) and still retain his/her first right of refusal status. The Unit Member~~
122 ~~hired to teach such course(s) shall be informed at the time of employment that~~
123 ~~he/she will not gain first right of refusal status for the assignment.***~~
124

125 ~~13.9 A Unit Member will not lose first-consideration rights to a course under any one of~~
126 ~~the following conditions:***~~
127

128 ~~13.9.1 A course which the Unit Member has developed but was not able to teach at~~
129 ~~the first two offerings, or***~~
130

131 ~~13.9.2 While on sabbatical or other approved leave, or***~~
132

133 ~~13.9.3 Where core rotation does not allow a Unit Member to continually teach the~~
134 ~~course, or***~~
135

136 ~~13.9.4 When one Unit Member voluntarily relinquishes a class to another Unit~~
137 ~~Member who needs the class for load.***~~
138

139 ~~13.10 Non-instructional EP assignments shall be paid at the Lab rate of the Exhibit B2~~
140 ~~schedule for each clock hour of EP non-teaching duties.~~
141

142 *** Note: Sections denoted with *** are sections that are only subject to impact bargaining.
143 The *** only applies to the elimination of right of assignment waiver/right of first
144 refusal/entitlement to overload/EP. "Right of refusal" language constitutes a waiver of
145 management rights with respect to the District's statutory power to assign its employees.
146 As a waiver is a permissive (non-mandatory) subject of negotiation, the parties are bound
147 by the terms of the agreement until the expiration of the agreement or until it is modified
148 by the parties. (Eureka City School District (1992) PERB Decision No. 955.) See also, Ed
149 Code section 87484:
150

151 (a) In the event a regular employee of a community college district has tenure as a
152 full-time regular employee of the district, any assignment or employment of such

153
154
155
156
157
158
159
160

employee in addition to his or her full-time regular assignment may be terminated by the governing board of the district at any time.

(b) Any assignment or employment of a contract employee in addition to his or her full-time assignment may be terminated by the governing board of the district at any time.

1 YUBA COMMUNITY COLLEGE DISTRICT
2 TO THE
3 FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT
4 August 4, 2022
5

6 The collective bargaining proposal presented herein by the Yuba Community College District and
7 the Faculty Association of the Yuba Community College District is expressly made pursuant to
8 the Education Employment Relations Act and the Collective Bargaining Contract between the
9 parties. All components of this proposal are required to be accepted for it to take effect. If any
10 portion of this proposal is rejected, all other portions of this proposal are deemed to have been
11 rejected as well. The following article shall be deemed to remain unchanged in the Collective
12 Bargaining Agreement except as set forth below:
13

14 ARTICLE 28.0 –
15 RETIREMENTS AND RESIGNATIONS
16

17 28.1 – Resignation

18 28.1.1 Resignation is a written notice signed by a Unit Member stating their intent
19 to terminate employment with the District without entering into Emeritus
20 status.

21 28.1.2 A Unit Member may submit their resignation at any time by delivering it to
22 the appropriate College President, who shall deliver it to the Associate Vice
23 Chancellor of Human Resources. Once a resignation is received by the
24 Associate Vice Chancellor of Human Resources, it shall be forwarded to the
25 Board of Trustees for review and acceptance.

26 28.1.3 A Unit Member may rescind their resignation until the Board of Trustees
27 accepts it in open session at a regular business meeting of the Board of
28 Trustees where it was publicly agendized.

29 28.2 – Eligible employees who submit irrevocable notice between July 1, 2022 and June
30 30, 2025 of their intent to retire shall be entitled to receive an additional stipend of
31 \$15,000.

32 28.3 – Emeritus Professors as defined in Article 2.14.4 shall be granted rights to retain
33 their District email, library privileges, complimentary parking, and access to
34 software downloads and online electronic journals.
35

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

37
38 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

39 _____
40 _____
41 _____
42 _____
43 _____
44 _____
45 _____
46 _____
