

# **AGREEMENT**

**BETWEEN**

**YUBA COMMUNITY COLLEGE DISTRICT**

**AND**

**YUBA COLLEGE AMERICAN FEDERATION  
OF TEACHERS**

**JULY 1 , 2024 THROUGH JUNE 30, 2027**

## Table of Contents

<b>ARTICLE 1 – GENERAL TERMS .....</b>	<b>8</b>
1.1 RECOGNITION.....	8
1.2 DURATION.....	8
1.3 ENTIRE AGREEMENT.....	8
1.3.1 Generally .....	8
1.3.2 Past Practices .....	8
1.4 NO STRIKE/LOCKOUT .....	9
1.5 SAVINGS CLAUSE .....	9
 <b>ARTICLE 2– SALARIES .....</b>	 <b>9</b>
2.1 SALARY SCHEDULE .....	9
2.2 CALCULATING PARITY AND THE PARITY GAP.....	9
2.2.1 Calculating Parity .....	9
2.2.2 Calculating the Parity Gap .....	10
2.2.3 Percentage of Remaining Gap .....	10
2.2.4 Contractual Formulas .....	11
2.3 TRANSITION TO NEW SALARY SCHEDULE .....	11
2.4 INITIAL SALARY PLACEMENT .....	11
2.5 UNIT BASED COMPENSATION.....	11
2.6 CLASS/RANGE ELEVATION.....	12
 <b>ARTICLE 3 – PARTICIPATION IN GOVERNANCE .....</b>	 <b>12</b>
3.1 CURRENT COMMITTEES .....	12
3.1.1 District Office.....	12
3.1.2 Yuba College .....	12
3.1.3 WOODLAND COMMUNITY COLLEGE.....	12
 <b>ARTICLE 4 – STIPENDS .....</b>	 <b>13</b>
4.1 PAYMENT OF STIPENDS .....	13
4.2 COMMITTEE SERVICE STIPENDS .....	13
4.2.1 Less Than Two (2) Meetings Per Month .....	13
4.2.2 Two or More Meetings Per Month.....	13
4.2.3 Miscellaneous.....	13
4.3 ACADEMIC CONTRIBUTION STIPENDS .....	14
4.3.1 Academic Department has Full-Time Faculty .....	14
4.3.2 Academic Department Does Not Have Full-Time Faculty .....	14
4.4 HOLISTIC SCORING STIPEND.....	14
4.5 DISTANCE EDUCATION STIPENDS.....	14
4.6 ZERO TEXTBOOK COST (ZTC)/OPEN EDUCATIONAL RESOURCE (OER) .....	15
4.7 LARGE CLASS STIPEND/ASSISTANCE .....	15
4.8 EVALUATOR STIPEND .....	15
4.9 POCR STIPENDS.....	15
4.10 MISCELLANEOUS STIPENDS .....	15

<b>ARTICLE 5 – FRINGE BENEFITS, MEDICAL INSURANCE, AND RETIREMENT .....</b>	<b>15</b>
5.1 PARKING .....	15
5.2 MEDICAL INSURANCE .....	16
5.3 RETIREMENT .....	16
5.3.1 Retirement.....	16
5.3.2 STRS Service Credit.....	16
5.3.3 Section 125 Plan .....	17
<b>ARTICLE 6 – WORKLOAD .....</b>	<b>17</b>
6.1 GENERALLY .....	17
6.1.1 Education Code .....	17
6.1.2 Unit and Hour Limitations .....	17
6.1.3 Load Balancing .....	17
6.2 CHANGES IN LAW .....	18
6.3 ASSIGNMENTS EXCLUDED FROM THE 67% LIMITATION .....	18
6.3.1 Summer Term and intersession.....	18
6.3.2 Professional and Ancillary Duties.....	18
6.3.3 Other Types of Assignments .....	18
6.4 ENROLLMENT BASED CLASSROOM/GRADING ASSISTANCE .....	18
<b>ARTICLE 7 – OFFICE HOURS .....</b>	<b>19</b>
7.1 GENERALLY .....	19
7.2 REQUIREMENTS .....	19
<b>ARTICLE 8 – ASSIGNMENTS .....</b>	<b>19</b>
8.1 RIGHT OF ASSIGNMENT .....	19
8.2 ORDER OF ASSIGNMENT .....	19
8.3 REQUIREMENTS OF INSTRUCTIONAL AND NON-INSTRUCTIONAL ASSIGNMENTS.....	20
8.4 DISTRICT EXPRESSION OF INTEREST FORM.....	20
8.5 COLLEGE AVAILABILITY SURVEYS .....	20
<b>ARTICLE 9 – SENIORITY AND DISTRICT-WIDE SENIORITY LIST.....</b>	<b>20</b>
9.1 GENERALLY .....	20
9.1.1 Calculating Seniority (Instructional) .....	20
9.1.2 Calculating Seniority (Non-Instructional) .....	20
9.2 DISTRICT-WIDE SENIORITY LIST .....	20
9.3 TIMING OF SENIORITY/RETURN RIGHT DETERMINATIONS.....	21
9.4 RECONCILING SENIORITY LIST .....	21
<b>ARTICLE 10 – SENIORITY-BASED RETURN RIGHTS.....</b>	<b>22</b>
10.1 GENERALLY .....	22
10.2 TYPES OF RETURN RIGHTS.....	22
10.3 ELIGIBILITY FOR RETURN RIGHTS.....	22
10.4 CALCULATING RETURN RIGHT LOAD.....	23
10.4.1 Academic Year .....	23
10.4.2 Summer Term .....	23
10.5 MAXIMUM RETURN RIGHT LOAD .....	23

10.5.1 Academic Year .....	23
10.5.2 Summer Term .....	23
10.5.3 Rounding .....	23
10.6 RETURN RIGHT ELIGIBLE ASSIGNMENTS .....	24
10.6.1 Generally .....	24
10.6.2 Minimum Qualifications/Equivalency .....	24
10.6.3 Saturday Assignments .....	24
10.7 LOCATION OF RETURN RIGHTS .....	24
10.8 TRANSFERRING LOCATION OF RETURN RIGHTS .....	24
10.9 NOTICES .....	25
10.9.1 Course Assignment .....	25
10.9.2 Course Cancellation .....	25
10.9.3 No Bumping Rights .....	25
10.10 EXCEPTION TO RETURN RIGHTS .....	26
10.10.1 Athletic Coaches .....	26
10.10.2 Unit Members Otherwise Employed by the District .....	26
10.11 APPROVED LEAVE OF ABSENCE AND RETURN RIGHTS .....	26
10.12 LOSS AND REINSTATEMENT OF RETURN RIGHTS .....	26
<b>ARTICLE 11 – APPLICATION OF SENIORITY- BASED RETURN RIGHTS .....</b>	<b>27</b>
11.1 STEP ONE .....	27
11.2 STEP TWO .....	27
11.3 STEP THREE .....	27
11.4 STEP FOUR .....	27
11.5 STEP FIVE .....	27
<b>ARTICLE 12 – DISTANCE EDUCATION .....</b>	<b>28</b>
12.1 PURPOSE .....	28
12.2 DEFINITIONS .....	28
12.3 TRAINING .....	28
12.4 RIGHTS TO OWNERSHIP OF DISTANCE EDUCATION MATERIALS AND COURSES .....	28
12.5 PEER ONLINE COURSE REVIEW (POCR) .....	28
12.6 ENTERING ONLINE COURSE SHELLS .....	29
12.7 REASONS JUSTIFYING COURSE ENTRY .....	29
<b>ARTICLE 13 – PUBLIC SAFETY FACILITATORS AND FACULTY .....</b>	<b>29</b>
13.1 GENERALLY .....	29
13.2 PUBLIC SAFETY FACILITATOR CLASSIFICATIONS .....	29
13.3 RESPONSIBILITIES .....	29
13.4 COMBINED ASSIGNMENTS .....	30
13.5 COMPENSATION .....	30
13.6 EQUITY ADJUSTMENT REVIEW .....	30
13.7 SENIORITY AND RETURN RIGHTS .....	30

<b>ARTICLE 14 – EVALUATIONS .....</b>	<b>30</b>
14.1 TIMING OF EVALUATIONS.....	30
14.1.1 Generally .....	30
14.1.2 Evaluation Schedule .....	31
14.1.3 Programs Not Adhering to Semester Schedule .....	32
14.1.3 Additional Evaluations.....	32
14.2 EVALUATION CRITERIA.....	32
14.2.1 Performance of Assignment .....	32
14.2.2 Professional Responsibilities .....	33
14.2.3 Professional Growth .....	33
14.3 EVALUATION PROCESS.....	33
14.3.1 Evaluators.....	33
14.3.2 Prior Notice.....	34
14.3.3 Evaluation Components.....	34
14.3.4 Observations .....	34
14.3.5 Student Surveys.....	34
14.3.6 Final Determination .....	35
14.4 PERFORMANCE IMPROVEMENT PLAN .....	35
 <b>ARTICLE 15 – INTERNAL PROMOTIONAL OPPORTUNITIES.....</b>	 <b>36</b>
15.1 RIGHT TO APPLY AND NOTIFICATION OF FULL-TIME VACANCIES.....	36
15.2 DEVELOPMENT AND ADVANCEMENT LABOR-MANAGEMENT MEETING.....	36
 <b>ARTICLE 16 – PERSONNEL FILES .....</b>	 <b>36</b>
16.1 INSPECTION OF PERSONNEL FILE .....	36
16.2 INFORMATION OF A DEROGATORY NATURE.....	36
16.3 COPIES OF PERSONNEL FILE .....	36
16.4 SUPPLEMENT PERSONNEL FILE.....	36
 <b>ARTICLE 17 – LEAVES WITH PAY.....</b>	 <b>37</b>
17.1 SICK LEAVE.....	37
17.1.1 Generally .....	37
17.1.2 Reporting and Verification .....	37
17.1.3 Notification of Absence .....	37
17.1.4 Sick Leave and Self-Service .....	37
17.2 PERSONAL NECESSITY LEAVE.....	37
17.3 BEREAVEMENT LEAVE .....	38
17.3.1 Generally .....	38
17.3.2 Immediate Family Member .....	38
17.3.3 Personal Necessity Leave .....	38
17.3.3 Return to Work .....	38
17.4 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.....	38
17.5 JURY DUTY.....	39
17.5 PAID PARENTAL LEAVE .....	39

<b>ARTICLE 18 – CONFERENCE AND TRAVEL .....</b>	<b>39</b>
18.1 GENERALLY .....	39
18.2 GUIDELINES .....	39
<b>ARTICLE 19 – DISTRICT RIGHTS .....</b>	<b>40</b>
<b>ARTICLE 20 – FEDERATION RIGHTS.....</b>	<b>41</b>
20.1 YC-AFT ACCESS TO DISTRICT FACILITIES.....	41
20.2 INFORMATION.....	41
20.2.1 Generally .....	41
20.2.2 Employee Information .....	42
20.3 NEW EMPLOYEE ORIENTATION/ONBOARDING.....	42
20.4 BOARD POLICIES AND ADMINISTRATIVE PROCEDURES .....	43
20.5 DUES DEDUCTIONS .....	43
20.6 UNION RELEASE TIME.....	43
<b>ARTICLE 21 – GRIEVANCE PROCEDURE .....</b>	<b>44</b>
21.1 DEFINITIONS .....	44
21.1.1 Grievance .....	44
21.1.2 Day.....	44
21.2 RIGHT TO REPRESENTATION .....	44
21.2.1 Generally .....	44
21.2.2 YC-AFT Observer and Notice Requirements .....	44
21.2.3 Individual Grievance and YC-AFT Grievance Number .....	44
21.2.4 Notification of Settlement Proposal and Union Comment .....	45
21.2.5 Level IV .....	45
21.3 GENERAL PROVISIONS .....	45
21.3.1 Grievance Forms.....	45
21.3.2 Waiver of Grievance Levels .....	45
21.3.3 Failure to Meet Time Limits .....	45
21.3.4 Waiver of Timelines .....	45
21.3.5 District Designees .....	46
21.4 INFORMAL LEVEL.....	46
21.5 LEVEL I .....	46
21.6 LEVEL II .....	46
21.7 LEVEL III .....	47
21.7 LEVEL IV .....	47
21.7.1 Arbitrator Selection .....	47
21.7.2 Arbitration Timeline .....	47
21.7.3 Arbitrator’s Authority .....	47
21.7.4 Written, Final, and Binding Decision.....	47
21.8 MISCELLANEOUS PROVISIONS .....	48
21.8.1 Costs.....	48
21.8.2 Office of People and Culture .....	48

<b>ARTICLE 22 – DISCIPLINE AND COMPLAINT PROCEDURE.....</b>	<b>48</b>
22.1 INVESTIGATION OF FORMAL AND INFORMAL COMPLAINTS .....	48
22.1.1 Notice of Allegations .....	48
22.1.2 Summary of Investigation Findings .....	48
22.1.3 No Retaliation .....	48
22.2 DISCIPLINARY MEETING AND RIGHT TO UNION REPRESENTATION .....	49
22.3 DISCIPLINARY ACTION.....	49
22.4 IMPROVEMENT PLANS .....	49
22.5 DISTRICT RIGHTS .....	50
<b>ATTACHMENTS.....</b>	<b>51</b>

## **ARTICLE 1 – GENERAL TERMS**

### **1.1 RECOGNITION**

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

### **1.2 DURATION**

Upon ratification by YC-AFT and the Board of Trustees, this Agreement will be effective from July 1, 2024, through June 30, 2027.

### **1.3 ENTIRE AGREEMENT**

#### **1.3.1 Generally**

Neither YC-AFT nor the District shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. This Agreement shall constitute the full and complete understanding between the parties and shall supersede and cancel all previous collective bargaining agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. This Agreement shall not be deemed to supersede any side letters or MOUs with individuals effective and in existence at the time this Agreement is finalized and approved.

#### **1.3.2 Past Practices**

Neither YC-AFT nor the District shall be bound by any past practices, as defined by PERB and the EERA, 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 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.



## **1.4 NO STRIKE/LOCKOUT**

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

## **1.5 SAVINGS CLAUSE**

If any article, section, or provision of this Agreement shall be found to be contrary to, or in conflict with, Federal or State law, that article, section, or provision shall be voidable with no effect on any other article, section or provision because of the contradiction or conflict with Federal or State law. If such an article, section, or provision is rendered voidable, it shall be subject to renegotiation. The parties shall agree to meet at mutually agreed time within (30) days of request to renegotiate the article, section, or provision(s) affected.

# **ARTICLE 2– SALARIES**

## **2.1 SALARY SCHEDULE**

Effective July 1, 2023, the District will implement a new salary schedule contained in Attachment A. The District will adjust the salary schedule to ensure the parity gap is no greater than 20% at each step for the duration of this Agreement.

## **2.2 CALCULATING PARITY AND THE PARITY GAP**

### **2.2.1 Calculating Parity**

Full (100%) parity is measured at each step and calculated by multiplying the full-time, per unit rate by 87.5%. This 87.5% parity rate is referred to as “full parity.” Full parity compensates part-time faculty for all instructional activities, including office hours, without the professional responsibilities required of full-time faculty. Non-instructional compensation is determined by converting non-instructional assignments into units, and then compensating at the unit rate at the appropriate class and step of the salary schedule. See, Attachment B, workload conversion grids.

### 2.2.2 Calculating the Parity Gap

The parity gap is initially determined for each salary step by comparing the current per unit faculty rate (at each step) to the full parity rate, which is set at 87.5% of the full-time faculty per unit rate. This is the formula used:

$$\left\{ \frac{\text{FPR}^1 - \text{CPTR}^2}{\text{FPR}} \right\} \times 100 = \text{Parity Gap (\%)}$$

Example: If a full-time faculty member at Class II/Step II earns \$100 per unit, the full parity rate for a part-time faculty member at the same step would be \$87.50 per unit. This results in a parity gap of 0%, calculated as follows:

$$\left\{ \frac{\text{FPR (87.5)} - \text{CPTR (87.5)}}{\text{FPR (87.5)}} \right\} \times 100 = \text{No Parity Gap (0\%)}$$

Another example: When the full parity rate is \$100 per unit and the current part-time faculty rate at the same step is \$43.21 per unit, the parity gap is calculated to be 56.79% using this formula.

$$\left\{ \frac{100 - 43.21}{100} \right\} \times 100$$

$$\left\{ \frac{56.79}{100} \right\} \times 100$$

$$\{0.5679\} \times 100$$

$$\text{Gap} = 56.79\%$$

### 2.2.3 Percentage of Remaining Gap

There may be times when the District agrees to maintain a maximum parity gap over a given period of time. For instance, it could agree to a maximum parity gap at 20% over three years. If salaries for full-time faculty rise during that time, the District will need to incrementally raise part-time wages to prevent the parity gap from exceeding 20%. These increases will be calculated at each step using the following formula:

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<sup>1</sup> Full Parity Rate (FPR) = 87.5% of the full-time faculty per unit rate at the same step and column.

<sup>2</sup> Current Part-Time Rate (CPTR) = the current part-time faculty per unit rate at the same step and column.

$$[(1-\text{MPG}^3) \times \text{FPR}^4] - \text{CPTR}^5 = \text{SC}^6$$

$$100 - \left\{ \frac{\text{SC} + \text{CPTR}}{\text{FPR}} \right\} = \text{MPG}$$

#### **2.2.4 Contractual Formulas**

Both parties agree that full parity is 87.5% of the full-time rate and aim to narrow the gap between current rates and this benchmark over time. The formulas outlined above are designed to implement this shared intent. However, if any of these formulas yield an unexpected outcome, the parties will renegotiate the formulas to ensure alignment with their intentions.

### **2.3 TRANSITION TO NEW SALARY SCHEDULE**

Identified unit members will be transitioned to the new salary schedule in accordance with Attachment C.

### **2.4 INITIAL SALARY PLACEMENT**

All unit members not identified in 2.3, including new unit members and administrators will be placed on the salary schedule in the same manner as full-time faculty are placed on the salary schedule. Employees that have retired from the District will not be placed on the salary schedule at a rate lower than the teaching rate earned at retirement.

### **2.5 UNIT BASED COMPENSATION**

The salary schedule indicates payment per unit (or equivalent). This includes payment for office hours, flex, legally mandated training, and, in addition, an assumption that unit members with instructional assignments will work an additional 1.25 hours for each hour allocated to teaching or classroom time, following guidance from the Internal Revenue Service regarding adjunct faculty and eligibility for benefits pursuant to the Affordable Care Act.

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<sup>3</sup> Maximum Parity Gap (MPG).

<sup>4</sup> Full Parity Rate (FPR) = 87.5% of the full-time faculty per unit rate at the same step and column.

<sup>5</sup> Current Part-Time Rate (CPTR) = the current part-time faculty per unit rate at the same step and column.

<sup>6</sup> Salary Change.

## **2.6 CLASS/RANGE ELEVATION**

Salary class/range elevation, that is the advancement of a unit member from one salary class to another based on additional education, shall be administered in the same manner as for full-time faculty.

## **ARTICLE 3 – PARTICIPATION IN GOVERNANCE**

### **3.1 CURRENT COMMITTEES**

Part-time faculty will have at least one (1) designated seat on the following committees and shall be compensated for service on this committees in the manner described in Article 4.2:

#### **3.1.1 District Office**

- DC3
- Calendar Committee
- District Technology Committee
- Health and Safety Committee
- EEO Advisory Committee

#### **3.1.2 Yuba College**

- Academic Senate
- Budget and Grant Resource Development Committee
- College Council
- Curriculum
- Distance Education
- FLEX
- Institutional Effectiveness
- Leadership in Equity, Achievement, and Diversity
- Outcomes
- Professional Development

#### **3.1.3 WOODLAND COMMUNITY COLLEGE**

- Academic Senate
- College Council
- Diversity, Equity, and Inclusion Committee
- FLEX/Professional Development
- Safety Committee
- Student Success Committee
- Curriculum
- Distance Education
- Planning and Institutional Effectiveness

### **3.2 NEW COMMITTEES**

The District will notify the Association of any newly formed college and District participatory governance committees and designate at that time the number of Part Time Faculty seats which will be at least one (1).

## **ARTICLE 4 – STIPENDS**

### **4.1 PAYMENT OF STIPENDS**

To the extent practicable, stipends will be paid in equal amounts over the time spent performing the duties. Should the unit member fail to satisfactorily discharge their duties, the stipend will be discontinued. Unit members who serve on shared governance committees may be eligible for travel and mileage reimbursement pursuant to the District's mileage reimbursement policies.

### **4.2 COMMITTEE SERVICE STIPENDS**

Unit members who serve on committees will be compensated as follows:

#### **4.2.1 Less Than Two (2) Meetings Per Month**

If the committee, task force, or group meets less than twice per month, the stipend shall be \$425.00 per semester.

#### **4.2.2 Two or More Meetings Per Month**

If the committee, task force, or group meets twice per month or more, the stipend shall be \$825.00 per semester.

#### **4.2.3 Miscellaneous**

When part-time faculty are approved by the District (Office of People and Culture/HR) to participate in a hiring committee or other District-approved non-participatory governance activities, faculty will be compensated with a stipend of \$425.00. Part-time faculty selected to continue service in a restarted recruitment shall be compensated with a stipend in the amount of \$285.00.

### **4.3 ACADEMIC CONTRIBUTION STIPENDS**

This stipend structure is applicable to circumstances in which the unit member has been requested to, and the unit member agrees to, participate in the development of Student Learning Outcomes (SLOs), the development of an assessment instrument for already developed SLOs, and the development of program review, program vitality, curriculum development, curriculum review. Curriculum development and curriculum review include course outline review and/or development.

#### **4.3.1 Academic Department has Full-Time Faculty**

Where the unit member performs the above academic contribution in academic departments where there are full-time faculty, that unit member shall receive a flat rate stipend in the amount of \$300.00 per course.

#### **4.3.2 Academic Department Does Not Have Full-Time Faculty**

Where the unit member independently performs the above academic contribution in academic departments where there is no full-time faculty, that unit member shall receive a flat rate stipend in the amount of \$500.00 per course.

### **4.4 HOLISTIC SCORING STIPEND**

Unit members in the Language Arts Department who participate in the holistic scoring process shall be entitled to a stipend in the amount of 6.25% of the unit member's per unit rate of compensation, per class for which the holistic scoring system is utilized.

### **4.5 DISTANCE EDUCATION STIPENDS**

#### **4.5.1 Training**

A one-time stipend of \$1,000 will be paid to unit members who fully complete all college training requirements as outlined in the appropriate college Distance Education Handbook. This will include completion of a District-sponsored sixty-hour Introduction to Teaching and Learning Online course.

#### **4.5.2 Validation and/or POCR Review**

The unit member will receive a separate, one-time \$1,000 stipend after successful alignment of a course with the appropriate College Distance Education Handbook. Subsequent alignments will not be compensated.

#### **4.6 ZERO TEXTBOOK COST (ZTC)/OPEN EDUCATIONAL RESOURCE (OER)**

See, Attachment D - ZTC/OER Stipend MOU.

#### **4.7 LARGE CLASS STIPEND/ASSISTANCE**

Large class stipends, that is additional compensation paid on the basis of reaching a threshold number of students, will be paid in the same manner as full-time faculty. See, also, Article 6.4, for additional classroom/grading assistance based on enrollment.

#### **4.8 EVALUATOR STIPEND**

For each evaluation performed, the unit member/evaluator may select compensation at the rate of \$300 per evaluation or four (4) hours of flex credit and shall notify the supervising Dean or appropriate administrator prior to the evaluation. Travel reimbursement shall be made pursuant to the District's travel reimbursement policy.

#### **4.9 POCR STIPENDS**

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

#### **4.10 MISCELLANEOUS STIPENDS**

When the District determines the need for a new and ongoing stipend, the District shall provide notice to YC-AFT and an opportunity to meet and discuss the stipend. Once implemented, the stipend will be included in this Agreement utilizing mutually agreeable language. Stipends that have an expiration date will also be included in this Agreement, along with the conditions for their expiration, and will be removed from the Agreement once they expire.

### **ARTICLE 5 – FRINGE BENEFITS, MEDICAL INSURANCE, AND RETIREMENT**

#### **5.1 PARKING**

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

## **5.2 MEDICAL INSURANCE**

Medical insurance (not dental or vision), if provided, will be provided in a separate memorandum of understanding.

## **5.3 RETIREMENT**

### **5.3.1 Retirement**

Participation in a retirement plan is based on eligibility at the time of hire. All YC-AFT unit members will be included in an appropriate retirement plan in accordance with contract language, regulations or law as follows:

- All newly employed unit members who are required by regulation or law to be in the STRS Defined Benefit Plan shall be placed in that Plan.
- All newly employed unit members who are eligible for either the STRS Defined Benefit or STRS Cash Balance Plan shall make their election within thirty (30) days of employment. If newly employed unit members fail to make an election, they will be placed in the STRS Cash Balance Plan.
- All unit members not eligible to be members of the STRS Defined Benefit Plan shall be placed in the STRS Cash Balance Plan, except for those unit members currently in Social Security with the District.
- Any unit member that is retired from STRS Defined Benefit Plan, shall not participate in either STRS Defined Benefit or Cash Balance plans.
- All continuing unit members who are currently in Social Security with the District shall remain in Social Security until either they elect or are required by regulation or law to transfer to an appropriate STRS plan.
- All unit members who are eligible for STRS Defined Benefit Plan may elect to be placed in that Plan at any time.

### **5.3.2 STRS Service Credit**

- A full-time assignment, for part-time academic instructors, for the purpose of Education Code Section 22138.5 is 1080 hours per year.
- A full-time assignment, for part-time academic counselors, librarians, and LO specialists, for the purposes of Education Code Section 22138.5 is 1442 hours per year.



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

### **5.3.3 Section 125 Plan**

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

## **ARTICLE 6 – WORKLOAD**

### **6.1 GENERALLY**

#### **6.1.1 Education Code**

Unit members are limited by the Education Code to a load equivalent to 67% of a full-time faculty assignment during the academic year (“maximum workload”) as described in [Education Code Section 87482.5](#).

#### **6.1.2 Unit and Hour Limitations**

- **INSTRUCTIONAL ASSIGNMENTS:** Unit members may teach up to twenty (20) load units per academic year (excluding summer session).
- **NON-INSTRUCTIONAL ASSIGNMENTS:** In a non-teaching assignment, unit members may complete 26.67 hours of non-teaching per week for 36 weeks for a maximum of 960 hours per academic year (exclusive of summer session).
- **BLENDED ASSIGNMENTS:** Unit members may be assigned a combination of teaching and non-teaching academic assignments to a maximum of 67% of a full-time faculty assignment. (Attachment B).

#### **6.1.3 Load Balancing**

Load cannot be balanced across academic years. Within a single academic year, the District may balance the unit member's teaching assignment across fall and spring semesters. By way of example, a unit member who has a twelve (12)-unit load in one semester may have an eight (8)-unit load the next, or vice versa. The parties acknowledge and understand that the ability to balance loads between semesters does not create additional full-time faculty legal rights and privileges for unit members.

## **6.2 CHANGES IN LAW**

If the law changes regarding the maximum assignment for part-time faculty, the parties shall reopen negotiations regarding any impacts upon request of either party.

## **6.3 ASSIGNMENTS EXCLUDED FROM THE 67% LIMITATION**

This Agreement only applies to assignments under [Education Code Section 87482.5](#). In accordance with the Education Code, only those assignments made pursuant to [Education Code Section 87482.5](#) are counted towards the 67% limit.

### **6.3.1 Summer Term and intersession**

Summer term and intersession assignments, whether instructional or non-instructional, are excluded from the 67% calculation, a limit which applies solely to academic year appointments (fall and spring). Additionally, there is no maximum limit of a 67%-unit load for summer term or intersession.

### **6.3.2 Professional and Ancillary Duties**

Professional ancillary duties such as Academic Senate, committee assignments and assignment as a Public Safety Facilitator, and other assignments as mutually agreed upon, shall not count towards the 67% faculty assignment.

### **6.3.3 Other Types of Assignments**

The performance of teaching duties under Education Code sections other than Section 87482.5 are also excluded from the 67% calculation. For example, the performance of substitute services on a day-to-day basis by members of the unit shall not be considered as an assignment within the meaning of this Agreement, nor for the purposes of determining whether an individual is performing 67% or more of a full-time assignment within the meaning of the Ed Code §87482.5.

## **6.4 ENROLLMENT BASED CLASSROOM/GRADING ASSISTANCE**

Once a unit member's class enrollment reaches fifty (50) or greater as of the census date, at District expense, classroom/grading assistance shall be provided at the rate of one ( 1) hour per week per load unit. Such support shall be in addition to any grader time currently provided. The instructor will be responsible for recruiting the classroom/grading assistant. See, also, Article 4.8 “Large Class Stipends.”

## **ARTICLE 7 – OFFICE HOURS**

### **7.1 GENERALLY**

Faculty office hours play a crucial role in fostering academic success and personal growth for students. These dedicated times offer invaluable opportunities for one-on-one interaction between students and professors, allowing for clarifications on course material, deeper exploration of topics, and personalized guidance on assignments or projects. Beyond academics, office hours provide a platform for mentorship, where students can seek advice on career paths, research opportunities, or even personal challenges. By actively engaging with faculty during office hours, students not only enhance their understanding of the subject matter but also cultivate meaningful relationships that can profoundly impact their academic and professional journeys.

### **7.2 REQUIREMENTS**

Instructional unit members shall hold office hours in the same manner and frequency as full-time faculty. Non-instructional unit members will hold office hours as directed, if at all. The District will provide a pooled equipped office space at each official college, campus, or center within the District for office hours.

## **ARTICLE 8 – ASSIGNMENTS**

### **8.1 RIGHT OF ASSIGNMENT**

Notwithstanding any other provision of this Agreement, the District expressly reserves the right of assignment, including the determination of which faculty member will teach which course/which faculty member will be assigned a non-instructional assignment. Assignments will be made to fulfill the District's needs, considering factors such as qualifications, evaluations, special job-related skills, and scheduling requirements.  
District

### **8.2 ORDER OF ASSIGNMENT**

The District's preliminary responsibility is to ensure it fulfills its commitment regarding the regular workload of full-time faculty members. The District then exercises its sole discretion when identifying whether there is additional work and how that work will be assigned (part-time faculty assignment, full-time faculty overload, etc.). When the District determines that it will offer part-time faculty load, it will do so in accordance with the seniority and return right provisions of this Agreement.

### **8.3 REQUIREMENTS OF INSTRUCTIONAL AND NON-INSTRUCTIONAL ASSIGNMENTS**

Unit members with instructional assignments shall perform the same duties as full-time faculty with regards to the specific instructional assignment. Unit members with non-instructional assignments shall perform the same duties as full-time faculty with regards to the specific non-instructional assignment, as directed.

### **8.4 DISTRICT EXPRESSION OF INTEREST FORM**

The District will maintain an online assignment interest form on which individuals may indicate their interest and availability in any assignment. Submission of an assignment interest form does not, under any circumstances, create any right or entitlement to any assignment. The link to this form will be included in all part-time faculty job announcements.

### **8.5 COLLEGE AVAILABILITY SURVEYS**

Where an appropriate administrator surveys availability for purposes of part-time faculty assignments, failure to respond to such survey will constitute a waiver of a return right where the survey indicates that failure to respond will constitute a waiver of a return right.

## **ARTICLE 9 – SENIORITY AND DISTRICT-WIDE SENIORITY LIST**

### **9.1 GENERALLY**

#### **9.1.1 Calculating Seniority (Instructional)**

Seniority for instructional return rights shall be based on total units taught by a unit member from July 2000 forward.

#### **9.1.2 Calculating Seniority (Non-Instructional)**

Seniority for non-instructional return rights shall be based on first hire date.

### **9.2 DISTRICT-WIDE SENIORITY LIST**

The District will maintain an up-to-date District-wide seniority list. The District's seniority list will include the following information:

- The total units for instructional assignments and/or the hire date for non-instructional assignments.
- The location where the unit member currently holds return rights.

- The highest assigned unit load over the last six semesters or three summer terms, with a combined maximum total of six units (combining fall, winter, and summer). These are separated into the following categories: (1) Academic year (Instructional), (2) Academic Year (Non-Instructional), (3) Summer Term (Instructional), and (4) Summer Term (Non-Instructional).
- The disciplines in which the District has already determined that the unit member meets minimum qualifications or has been granted equivalency.

### 9.3 TIMING OF SENIORITY/RETURN RIGHT DETERMINATIONS

The Office of People and Culture will post the updated seniority list on a dedicated webpage in accordance with the following:

Term Being Scheduled	Seniority and Return Right Load Determined	List Posted
Fall Semester	January 1	January 15
Spring Semester	May 1 <sup>7</sup>	May 15 <sup>8</sup>
Summer Term	January 1	January 15

### 9.4 RECONCILING SENIORITY LIST

The parties, recognizing the need to periodically reconcile the seniority list, will execute an MOU documenting the seniority list as of spring 2024, as well as establish a standard spreadsheet used to track seniority and return rights.

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<sup>7</sup> Prior calendar year.

<sup>8</sup> Prior calendar year.

## ARTICLE 10 – SENIORITY-BASED RETURN RIGHTS

### 10.1 GENERALLY

Review rights articulated are for initial scheduled assignments only and are for units/unit equivalents, not specific courses or assignments.<sup>9</sup> Assignments will be provided to part-time faculty members with return rights in order of seniority, up to their highest unit load (or equivalent) over a relevant "look back" period ("return right load").

After the District has offered assignments to eligible part-time faculty members according to their seniority and return right load, they may offer assignments to any qualified part-time faculty member, regardless of return rights status, following the law and the terms of this Agreement. See, also return right overview chart. (Attachment E).

### 10.2 TYPES OF RETURN RIGHTS

There are four (4) types of return rights:

- Academic Year (fall and spring semester) instructional.
- Academic Year (fall and spring semester) non-instructional.
- Summer Term instructional
- Summer Term non-instructional.

Seniority-based return rights will not apply to courses with curriculum requiring additional certification mandated by a state organization including, but not limited to, POST, STC, State Fire Marshal and EMT.

### 10.3 ELIGIBILITY FOR RETURN RIGHTS

Not all unit members have return rights. Eligibility criteria are one-time requirements and vary for each type of return right. Here are the eligibility requirements for each of the four types of return rights:

- **Academic Year Instructional:** Must have taught at least six (6) semesters (fall or spring semesters).
- **Academic Year Non-Instructional:** Must have completed non-instructional assignments in a minimum of six (6) semesters (fall or spring semesters).

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<sup>9</sup> For purposes of this Article, "initial scheduled assignments," means assignments offered to and accepted by unit members that are in writing and made through official District practices and protocols, and pursuant to this Article.

- **Summer Term Instructional:** Must have taught at least three (3) summer terms.
- **Summer Term Non-Instructional:** Must have completed non-instructional assignments in a minimum of three (3) summer terms.

## **10.4 CALCULATING RETURN RIGHT LOAD**

### **10.4.1 Academic Year**

Academic year return right load (instructional and/or non-instructional) is determined by the highest load taught or assigned in any of the last six (6) semesters (the look back period) in accordance with the timelines contained in Article 8.3. Return right load applies to each semester. For example, if the return right load is three (3) units, the return right load is three (3) units in fall semester and three (3) units in spring semester.

### **10.4.2 Summer Term**

Summer term return right load (instructional and/or non-instructional) is determined by the highest load taught or assigned in any of the last three (3) summer terms (the look back period) in accordance with the timelines contained in Article 8.3. Return right load applies to each semester.

## **10.5 MAXIMUM RETURN RIGHT LOAD**

### **10.5.1 Academic Year**

Academic year return right load (instructional and/or non-instructional) is determined by the highest load taught in any of the last six (6) semesters. The maximum return load during the academic year is six (6) units each semester in an academic year.

### **10.5.2 Summer Term**

Summer term return right load (instructional and/or non-instructional) is determined by the highest load taught in any of the last three (3) summer terms. The maximum return load during the summer term is six (6) units.

### **10.5.3 Rounding**

- **Over Six (6) Units:** If a unit member has a six (6) unit return right load, the return right is to a minimum of six (6) units, recognizing that certain assignment configurations may require the District to fulfill a six (6) unit return right load by assigning work in excess of six (6) units.

- **Under Six (6) Units:** If a unit member has a six (6) unit return right load, the District may fully satisfy a six (6) unit return right by assigning two (2) courses or one (1) course and an associated lab, which may be less than six (6) units, but at least 5.5 units.

## **10.6 RETURN RIGHT ELIGIBLE ASSIGNMENTS**

### **10.6.1 Generally**

The return rights are to a unit load that the part-time faculty member has taught.

### **10.6.2 Minimum Qualifications/Equivalency**

Return rights refer to the entitlement to a teaching load or assignment that the District has determined, at least ninety (90) calendar days before the start of a term, for which the faculty member meets minimum qualifications or has equivalency, and in a discipline that the faculty member has previously taught. Return rights only apply to assignments described in.

### **10.6.3 Saturday Assignments**

The District cannot satisfy return rights obligations by offering a course involving a class meeting, lecture, lab, or other teaching component, on Saturdays without the mutual agreement of the unit member.

## **10.7 LOCATION OF RETURN RIGHTS**

Seniority and return rights are applicable across the District, regardless of the unit member's current or past assignments, or where their seniority has been accrued. However, the unit member can only exercise return rights for one location at any given time. The specific locations relevant for return rights are:

- Yuba College (including Sutter)
- Woodland Community College (including Colusa)
- Lake County Campus

## **10.8 TRANSFERRING LOCATION OF RETURN RIGHTS**

Unit members may request to transfer their return rights to a different location within the District. To initiate this transfer, a unit member must submit a written notification to the District expressing their desire to relocate their return rights. The District may require the use of an electronic form for this purpose. The College will approve or deny such request after



interviewing the unit member. Such requests will not obligate the District to alter previously offered and accepted assignments to other unit members, regardless of their seniority relative to the unit member initiating the transfer request.

## **10.9 NOTICES**

### **10.9.1 Course Assignment**

The appropriate administrator, or designee, will offer courses to unit members via District email. The appropriate administrator may also attempt to contact unit members in other ways. The unit member shall have five (5) business days to accept the emailed offer of assignment unless the emailed offer of assignment expressly provides for more time to respond.

### **10.9.2 Course Cancellation**

Unit members shall receive notice before an assigned class is cancelled. The District will attempt two methods of communicating such notice using the most recent contact information for the unit member.

- **Full Term Classes:** Unit members shall be paid for the first week of an assignment when a full-term class is cancelled or reassigned to a full-time faculty member after 12:01 PM on the same day of the week two weeks prior to the first day of the term.

**Example:** If the semester starts on Thursday, May 23, the unit member will only receive compensation for the first week of an assignment if the course is canceled after 12:01 PM on Thursday, May 9.

- **All Other Classes:** Unit members shall be paid for the first week of an assignment when class is cancelled or reassigned to a full-time faculty member after 12:01 PM on the same day of the week two weeks prior to the first day of the class.

### **10.9.3 No Bumping Rights**

When a unit member's class(es) are cancelled, that unit member does not have the right to bump already offered and accepted classes assigned to unit members with less seniority.

## **10.10 EXCEPTION TO RETURN RIGHTS**

### **10.10.1 Athletic Coaches**

- Seniority for instructional assignments among coaches will follow the seniority list and return rights outlined above, except all coaches who accept coaching assignments will be given priority for instructional assignments over those who do not accept coaching assignments.
- The District shall notify new coaches in their offer letter/contract that those part-time faculty that are actually coaching have assignment priority over coaches with more seniority who are not currently coaching, only while maintaining their coaching assignment.

### **10.10.2 Unit Members Otherwise Employed by the District**

Seniority-based return rights will not apply to unit members maintaining or accepting an ongoing full or part-time assignment(s) with the District (e.g., administrator, classified professional, etc.). Seniority-based return rights will continue to apply to those accepting temporary appointments with the District (e.g., faculty substitutes, classified substitutes, short-term employees, and professional experts).

## **10.11 APPROVED LEAVE OF ABSENCE AND RETURN RIGHTS**

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

## **10.12 LOSS AND REINSTATEMENT OF RETURN RIGHTS**

Unit members who receive any unsatisfactory evaluation shall lose all return rights. Any subsequent return to District service requires the express, written authorization of the College President. If so authorized, the unit member is not eligible for return rights unless or until the unit member reestablishes eligibility by again meeting the requirements of 9.4 and/or 9.5, above. In this event, seniority would be reset to the semester the unit member resumed work.

## **ARTICLE 11 – APPLICATION OF SENIORITY- BASED RETURN RIGHTS**

### **11.1 STEP ONE**

The District will determine which courses to offer, including the schedule of courses and the modality of the courses.

### **11.2 STEP TWO**

The District will first identify and assign courses to satisfy its full-time faculty, regular load obligations. This does not include overload (extra pay) assignments.

### **11.3 STEP THREE**

The District will then review the remaining courses and determine how to staff the remaining assignments. The District will determine, in its sole discretion, whether assignments will be offered to unit members.

### **11.4 STEP FOUR**

The District will offer such assignments in accordance with the seniority and return rights provisions of this Agreement.

**Cross Disciplinary Assignments:** Where a part-time faculty member has seniority in multiple disciplines and/or in both instructional and non-instructional assignments within the same term (academic year or summer term), the appropriate administrators should consult as needed to coordinate assignments. This section is not subject to the grievance/arbitration procedure.

### **11.5 STEP FIVE**

Any additional assignments shall be made at the District's discretion after all seniority-based assignments have been made each semester. Upon completing seniority-based assignments, the District may assign any unit member additional units up to a maximum of 67% FTE or twenty (20) units per academic year, which may be balanced across fall and spring semesters. This limit only applies only to the assignments described in [Education Code Section 87482.5](#) (part-time or adjunct assignments). This limit does not apply to summer term assignments.

## **ARTICLE 12 – DISTANCE EDUCATION**

### **12.1 PURPOSE**

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

### **12.2 DEFINITIONS**

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

### **12.3 TRAINING**

- 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.
- Completion of the training may be applied towards FLEX or a stipend, but not both.
- Faculty may be required to complete additional training as dictated by the appropriate College Distance Education Handbook.

Additional training will be subject to bargaining obligations pursuant to law.

### **12.4 RIGHTS TO OWNERSHIP OF DISTANCE EDUCATION MATERIALS AND COURSES**

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

### **12.5 PEER ONLINE COURSE REVIEW (POCR)**

In order to be assigned to teach courses online, faculty members must submit at least one course for validation review/POCR review. Until this requirement is met, faculty will not be assigned online courses unless the Appropriate Administrator makes an individual

exception to this requirement. Unit members shall subsequently submit courses in accordance with the requirements determined both by their respective Distance Education Committees. See, Article 4.9, POCR Stipend.

## **12.6 ENTERING ONLINE COURSE SHELLS**

As a result of the District's responsibility to meet regulatory requirements, there are times when a faculty member's course may be entered by users other than the instructor of record or enrolled students. These users may include instructional design faculty, instructional deans, ACCJC or other required external reviewers, and distance education committee. A faculty member's course can only be entered for one of the reasons described below.

## **12.7 REASONS JUSTIFYING COURSE ENTRY**

- To ensure regular and substantive instructor-student interaction.
- To meet the accessibility obligations under the ADA and Rehabilitation Act section 508.
- To investigate complaints, notifying the instructor where practicable.

# **ARTICLE 13 – PUBLIC SAFETY FACILITATORS AND FACULTY**

## **13.1 GENERALLY**

Public Safety Facilitators hold certificated non-teaching positions and must meet the minimum qualifications for the assignment. These positions are classified as “ancillary duty” and do not count toward the 67% workload calculation.

## **13.2 PUBLIC SAFETY FACILITATOR CLASSIFICATIONS**

832 Daytime Academy	Fire Academy	Short-term LE Academies
Equipment Manager	Police Basic Academy	SIBC EMT Academy
Event Manager	Police Level T, II, and III	

Any other facilitator or coordinator roles not listed here are not subject to this Agreement unless mutually agreed upon by YC-AFT and the District

## **13.3 RESPONSIBILITIES**

Public Safety Facilitators are responsible for:

- Maintaining and preparing equipment for their assigned tasks.
- Allocating equipment to cadets.

- Participating in meetings with government agencies as directed.
- Ensuring cadets meet minimum standards.
- Ensuring instructors maintain necessary certifications.

#### **13.4 COMBINED ASSIGNMENTS**

A Public Safety Facilitator may have a teaching assignment combined with an assignment as a Public Safety Facilitator. A combined assignment between the Public Safety Facilitator role and a teaching role may not exceed thirty-six (36) hours in any given week. A combined assignment teaching/public safety Facilitator requires that the teaching assignment not exceed 67% in any combination.

#### **13.5 COMPENSATION**

Compensation for Public Safety Facilitators is as follows:

- Step 1: \$30.28 per hour      Less than 3 years Public Safety Facilitator experience.
- Step 2: \$ 32.21 per hour      3 - 5 years Public Safety Facilitator experience.
- Step 3: \$ 35.44 per hour      More than 5 years Public Safety Facilitator experience.

#### **13.6 EQUITY ADJUSTMENT REVIEW**

In 2024, the District will review all Public Safety faculty step placements for internal equity. The District may review Public Safety faculty step placement for internal equity at any time after the 2024 review. When the District determines an internal equity adjustment(s) is required, the District will give YC-AFT the opportunity to discuss the adjustments prior to implementation.

#### **13.7 SENIORITY AND RETURN RIGHTS**

Service as a Public Safety Facilitator does not count towards seniority. There are no return rights with respect to Public Safety Facilitator assignments.

### **ARTICLE 14 – EVALUATIONS**

#### **14.1 TIMING OF EVALUATIONS**

##### **14.1.1 Generally**

Every unit member must be evaluated once (1) each semester in each of the first three (3) semesters of service and every sixth (6th) semester of service thereafter. All modalities may be evaluated. Faculty teaching a modality for the first time will be evaluated in that modality. See, also Article 4.8 “Evaluator Stipend.”

### 14.1.2 Evaluation Schedule

Evaluations will follow the schedule outlined below, except for programs that do not adhere to the semester schedule, such as the police academy and fire academy:

<b>Evaluation Timeline</b>	<b>Fall Semester</b>	<b>Spring Semester</b>
Begin semester based on academic calendar:	Approximately August 20	Approximately January 14
Dean or appropriate administrator schedules “peer evaluator:”	On or before October 1	On or before March 1
Peer evaluator schedules and performs classroom evaluation and provides student survey data to Dean’s Office immediately.	On or before November 7	On or before April 7
Self-evaluation due:	On or before November 15	On or before April 15
Peer Evaluator completes evaluation, meets with unit member and submits to supervising Dean or appropriate administrator:	On or before November 30	On or before April 30
Supervising Dean or appropriate administrator completes evaluation of unit member, including meeting and reviewing evaluation, if requested by either party:	On or before December 15	On or before May 15

### **14.1.3 Programs Not Adhering to Semester Schedule**

Programs that do not follow the semester schedule will adhere to the same evaluation process, but the timelines will be adjusted to fit the program as determined by the District.

### **14.1.3 Additional Evaluations**

Administrators shall have the right to evaluate unit members more frequently (including summer evaluations) as deemed necessary by mutual agreement of the Dean or appropriate administrator and YC-AFT. If mutual agreement cannot be reached, the decision shall be made by the appropriate College Vice-President in consultation with YC-AFT.

## **14.2 EVALUATION CRITERIA**

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

### **14.2.1 Performance of Assignment**

- Organized, current, and accurate explanation of course expectations and content presented in a manner that is both accessible and easy to navigate.
- Using a variety of strategies to engage students with content, students to instructor, and students to students in order to meet diverse needs.
- Actively initiating contact with students to check for understanding and provide feedback on any gaps in understanding that emerge.
- Promoting a learning environment of high expectations, support, and mutual respect with opportunities for learners to grow independently.
- Emphasizes time-on-task, using all time with learners effectively.
- Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, skill levels and physical and mental disabilities.



### **14.2.2 Professional Responsibilities**

- Demonstrates professional communication and a collaborative approach to working with peers, staff, learners, supervisors, and the public.
- Develops and uses course materials, curriculum, and exercises that are in alignment with course outlines of record or other appropriate standards.
- Timely submission of records such as grades, rosters, book orders, syllabi, program review, learning outcomes, etc. as appropriate to the assignment.
- Optional acknowledgement should include, but is not limited to, participation in professional responsibilities and other internal and external professional activities that further the image and growth of the college (e.g., participation on college committees, program review, student activity advisement, etc.).

### **14.2.3 Professional Growth**

- Fulfills flex requirements a to further excellence in work assignments.
- Maintains current knowledge in the field while innovating or adopting new educational practices into practice.
- Accepts constructive feedback without defensiveness and fairly offers constructive feedback to others when appropriate.
- Demonstrates understanding of YCCD Diversity, Equity, Inclusion, and Accessibility (DEIA) and anti-racist competencies in their assignment.

## **14.3 EVALUATION PROCESS**

### **14.3.1 Evaluators**

Unit members are typically evaluated by a full-time faculty member. A unit member may be evaluated by a senior unit member and/or by the supervising Dean or appropriate administrator of the program, at the discretion of the District. The supervising Dean or appropriate administrator may select any unit member to complete the evaluation.

Evaluators will receive training on the YC-AFT contract prior to performing evaluations. If the evaluation focuses on an online or hybrid course being taught by the part-time faculty member being evaluated, the peer evaluator should be distance

education certified when practical. Training will be provided jointly by YC-AFT and the District. The evaluator shall use the appropriate part-time faculty evaluation forms.

#### **14.3.2 Prior Notice**

The Dean or appropriate administrator shall notify the unit member of the upcoming evaluation and the identity of the evaluator(s). The evaluator shall provide unit member with an evaluation schedule at least one week prior to the in-class evaluation. Initially, the faculty member should discuss their concerns with the Dean, who has the authority to choose an alternative evaluator.

If the faculty member disagrees with the Dean's decision, they can appeal to the Office of People and Culture, presenting any supporting documentation of the conflict. The Associate Vice Chancellor of Human Resources will review the request. If the request is approved, the appropriate Dean or administrator will appoint a different evaluator. The Associate Vice Chancellor of Human Resources' decision is final.

#### **14.3.3 Evaluation Components**

Evaluations shall include the following four (4) components:

- Faculty Observation Report Form (Attachment F)
- Faculty Self-Evaluation Narrative (Attachment F)
- Student Survey Questions
- Faculty Evaluation Summary Form (Attachment F)

Evaluations may include the following two (2) components as appropriate:

- Faculty Performance Improvement Form (Attachment G)
- Evaluation Exception Form (Attachment H)

#### **14.3.4 Observations**

Observations shall be recorded on the designated Faculty Observation Report Form. The length of an online observation shall be one week to enable the evaluator to form a valid impression of the performance of the evaluatee.

#### **14.3.5 Student Surveys**

Student surveys will utilize designated questions. For face-to-face evaluations, the evaluator reads standard instructions to students, distributes, collects, and tallies surveys ensuring correct usage, without the evaluatee present.

If the unit member teaches multiple sections, feedback will be collected from all sections by the evaluator, or administrator-designee. Online evaluations will occur via the student management system (e.g., Canvas).

The evaluator, or administrator-designee, will promptly submit all feedback to the division office, where staff transcribe student comments verbatim into a single document. The typed feedback is provided to the evaluatee and evaluator(s) within five (5) working days. The unit member receives the content of all evaluations, excluding any student identifying information.

#### **14.3.6 Final Determination**

Where the Dean and the peer evaluator disagree the Dean's evaluation will serve as the final evaluation.

### **14.4 PERFORMANCE IMPROVEMENT PLAN**

- If the summary evaluation rates any of the three criteria (Performance of Assignment, Professional Responsibilities, Professional Growth) as unsatisfactory or needing improvement, the Dean will develop a Performance Improvement Plan (PIP) using the PIP form. (Attachment G.) The Dean will discuss the evaluation with the evaluatee and consider the evaluatee's feedback. The Unit Member will then be evaluated in each of the following three (3) semesters with assignment.
- If a Unit Member receives consecutive "needs improvement" ratings for the same issue previously addressed in a PIP, the District reserves the right to not offer a subsequent contract. Two consecutive "needs improvement" ratings on related issues from any prior evaluation will be considered equivalent to an "Unsatisfactory" rating.
- Furthermore, if there are two consecutive "needs improvement" ratings on different issues, they may also be considered equivalent to an "Unsatisfactory" rating, depending on the severity of the issues, as determined by the District and after discussion with the YC-AFT President or designee.

If the unit member disagrees with the evaluation, they may attach written comments within ten (10) days of reviewing the evaluation with the supervising Dean or appropriate administrator.

## **ARTICLE 15 – INTERNAL PROMOTIONAL OPPORTUNITIES**

### **15.1 RIGHT TO APPLY AND NOTIFICATION OF FULL-TIME VACANCIES**

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

### **15.2 CAREER DEVELOPMENT AND ADVANCEMENT LABOR-MANAGEMENT MEETING**

At the request of YC-AFT, the parties shall meet and discuss as part of a labor-management meeting to discuss plans and strategies for supporting part-time faculty career development and advancement.

## **ARTICLE 16 – PERSONNEL FILES**

### **16.1 INSPECTION OF PERSONNEL FILE**

Unit members shall have the right to inspect materials in their personnel files upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District, and provided that the request is made at least one (1) day in advance.

### **16.2 INFORMATION OF A DEROGATORY NATURE**

Information of a derogatory nature, except material mentioned in the second paragraph of Education Code §87031, shall not be entered or filed unless and until the unit member is given fifteen (15) days written notice and an opportunity to review and comment thereon. The unit member shall have the right to enter, and have attached to any such derogatory material, his/her own comments. Anonymous materials shall not be entered in the file unless first substantiated by District investigation.

### **16.3 COPIES OF PERSONNEL FILE**

Unit members shall be furnished, at his/her request and at his/her expense, the reproduction of any items in his/her personnel file.

### **16.4 SUPPLEMENT PERSONNEL FILE**

Unit members may place in his/her personnel file any material relevant to his/her career or advancement.

## **ARTICLE 17 – LEAVES WITH PAY**

### **17.1 SICK LEAVE**

#### **17.1.1 Generally**

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

#### **17.1.2 Reporting and Verification**

Any unit member using sick leave benefits under provisions of this Article shall provide the employee's immediate supervisor with a signed report of absence form (Attachment I) upon return to duty.

#### **17.1.3 Notification of Absence**

Unit members shall contact the Division Office as soon as practicable so that arrangements can be made for cancellation of class or obtaining a substitute, as needed.

#### **17.1.4 Sick Leave and Self-Service**

Beginning in the Fall 2024 semester, the District shall, electronically through Self-Service or any successor online tool, provide all unit members with access to current sick leave balances. This information shall be updated at least once per semester. If, for any reason, the balances are not available electronically the District shall, via District-issued email, notify each unit member once per semester of the unit member's sick leave balance.

### **17.2 PERSONAL NECESSITY LEAVE**

#### **17.2.1 Generally**

Unit members may use up to four (4) days of accumulated sick leave per academic year as personal necessity leave. Use of such leave is at the discretion of the unit member.

### **17.2.1 Notice and Return to Work**

Unit members will notify the supervising administrator at least one (1) day prior to the commencement of personal necessity leave, except where extenuating circumstances make this impossible. Upon returning to work, the unit member must complete and submit a signed report of absence form (Attachment I) to their supervising administrator.

## **17.3 BEREAVEMENT LEAVE**

### **17.3.1 Generally**

In the event of the death of an immediate family member, unit members are eligible for bereavement leave without any reduction in salary or benefits (per occurrence). Bereavement leave is for a period of up to three (3) working days, or up to five (5) working days if travel out of state is necessary.

### **17.3.2 Immediate Family Member**

For the purposes of this section, an “immediate family member” includes the mother, father, stepmother, stepfather, grandmother, grandfather, or grandchild of unit member or unit member's spouse, and spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, sister, registered domestic partner or any relative living in the household of the unit member at the time of passing.

### **17.3.3 Personal Necessity Leave**

Personal necessity leave may be used to extend the allotted period of bereavement leave.

### **17.3.3 Return to Work**

Upon returning to work, the unit member must complete and submit a signed report of absence form (Attachment I) to their supervising administrator along with satisfactory verification of the need for bereavement leave.

## **17.4 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

For an accident or illness which is job-incurred, and upon the written request of the employee, unit members shall be provided leave benefits as stipulated by law not to exceed sixty (60) days. Periodic medical reports may be required during extended absence of a unit member. A unit member returning to work from industrial accident or illness leave shall be required to present a doctor's release verifying medical permission to return to work,

including any restrictions. Upon returning to work, the unit member must complete and submit a signed report of absence form (Attachment I) to their supervising administrator.

### **17.5 JURY DUTY**

When regularly called for jury duty in the manner provided by law, unit members 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. 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 administrator and to the District payroll office through regular administrative channels.

Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member. A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall they be discriminated against in any way for not seeking such exemption. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation. Upon returning to work, the unit member must complete and submit a signed report of absence form (Attachment I) to their supervising administrator.

### **17.5 PAID PARENTAL LEAVE**

The District shall provide eligible unit members with paid Parental Leave pursuant to [Education Code section 87780.1](#).

## **ARTICLE 18 – CONFERENCE AND TRAVEL**

### **18.1 GENERALLY**

Conference and Travel funds are the funds available to unit members from the Staff Development Funds and are to be used to upgrade or improve the unit member's ability to perform his/her assignment. The funds may be used to cover the cost of transportation, meals, lodging, registration fees or other expenses related to a professional conference, seminar, or class.

### **18.2 GUIDELINES**

- To be eligible, a unit member must have taught a minimum of four (4) out of the last eight (8) semesters (or summer session) for the District.

- Funds are awarded on a first come, first served basis.
- The maximum amount per unit member shall be determined by the District's Staff Development Committee.
- At the conclusion of the funded activity, the unit member must file a one (1) page report with the appropriate staff development committee, summarizing the activity. The report should include how the information obtained will be used in the unit member's assignment.

## **ARTICLE 19 – DISTRICT RIGHTS**

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

- Determine its organization.
- Direct the work of its employees.
- Determine the kinds and levels of service to be provided, and the methods and means of providing them.
- Establish its educational policies, goals, and objectives.
- Insure the rights and educational opportunities of students.
- Determine the number and kinds of personnel required.
- Maintain the efficiency of District operations.
- Determine the curriculum.
- Build, move or modify facilities.
- Establish budget procedures and determine budgetary allocation.
- Determine the methods of raising revenue, contract out work.
- Take action on any matter in the event of an emergency.



In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express items of this Agreement, and then only to the extent such specific and express terms are in conformance with law. This Article does not constitute a waiver of the YC-AFT's right to bargain over actual duties of unit members.

## **ARTICLE 20 – FEDERATION RIGHTS**

### **20.1 YC-AFT ACCESS TO DISTRICT FACILITIES**

- YC-AFT has the right to use District mailboxes, email, and bulletin board spaces under the conditions that postings include the date, organization identification, and authorization from a YC-AFT officer. No derogatory or defamatory information about the District or its personnel will be posted or distributed through these channels.
- YC-AFT can use District facilities for meetings at reasonable times, ensuring that applicable room reservation protocols are followed, and that the meeting doesn't disrupt District operations or District employees.
- YC-AFT representatives have access to unit members for official union business, provided it doesn't hinder education or District operations.
- The District shall make best efforts to provide every unit member with a mailbox in the established central location for mail distribution at his or her work site.
- On twenty-four (24) hour notice to the college president or designee, YC-AFT's campus representative shall have the right to schedule college membership meetings during normal operating hours in the buildings of the campus, provided that no member shall be released from his/her scheduled classes for such meetings, and provided that facilities are available.

### **20.2 INFORMATION**

#### **20.2.1 Generally**

The District shall furnish to YC-AFT information upon request concerning the bargaining unit and budget data.

### **20.2.2 Employee Information**

The District will electronically provide YC-AFT with the following information regarding new hires within 30 days of their hiring date or by the first pay period of the following month. A new hire refers to a unit member hired after the last new employee orientation. Likewise, the District will also furnish this information for all current unit members on the last working day of September, January, and May:

- First Name; Middle Initial, Last Name, Suffix (e.g. Jr., III).
- Job Title.
- Department.
- Primary worksite name.
- Work telephone number.
- Work Extension.
- Home address.
- Home telephone number (10 digits) if on file with the District.
- Cell number if on file with the District.
- Email address of the employee if on file with the District.

### **20.3 NEW EMPLOYEE ORIENTATION/ONBOARDING**

- The District shall provide YC-AFT access to new employee orientations, if conducted. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- The District shall provide YC-AFT with at least ten (10) days' notice in advance of any orientation/onboarding session, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. For any new faculty member hired after a scheduled orientation/onboarding, the District may meet this obligation by providing not less than ten (10) days' notice that new faculty may be sent a new hire packet electronically between the week prior and two weeks after the start of classes.
- In the event the District conducts one-on-one or group orientations with new employees, YC-AFT shall have thirty (30) minutes for one (1) YC-AFT representative to conduct its portion of the orientation session. A YC-AFT Labor Relations Representative may attend the orientation session. The Federation shall be allowed to present written materials, including a membership authorization form, during their presentation.

## **20.4 BOARD POLICIES AND ADMINISTRATIVE PROCEDURES**

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

## **20.5 DUES DEDUCTIONS**

- Upon receipt of written or electronic authorization from YC-AFT, the District shall deduct from the pay of unit members the normal and regular monthly YC-AFT membership dues of 2%. All such deductions shall be forwarded to YC-AFT within seven (7) business days.
- The District shall not be obligated to put into effect any new, changed, reinstated or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month. This is not the right date. It needs to be earlier than this date.
- YC-AFT agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever and against any claim or suit instituted against the District arising from its collection and deduction and payment of YC-AFT membership dues.
- The District will honor YC-AFT's certification of an employee's written or electronic authorization for dues deductions until such time as YC-AFT notifies the District that such authorizations have been revoked by the employee in writing pursuant to the terms of the dues authorization form.

## **20.6 UNION RELEASE TIME**

- YCCD shall provide to YC-AFT the equivalent of fifteen (15) units of pay at Class II, Step 1 of the salary schedule for the purpose of contract administration and grievance processing.
- In accordance with [Education Code Section 87768.5](#), upon request, unit members serving as elected officers of the Federation or an affiliated organization shall be granted additional paid leave for services as an elected officer and for other federation business. The Federation shall reimburse the District within 10 days after receiving the District's certification of payment of compensation to the employee for this additional leave.

## **ARTICLE 21 – GRIEVANCE PROCEDURE**

### **21.1 DEFINITIONS**

#### **21.1.1 Grievance**

A grievance shall be a written complaint by:

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

#### **21.1.2 Day**

A "day" is an instructional day.

### **21.2 RIGHT TO REPRESENTATION**

#### **21.2.1 Generally**

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

#### **21.2.2 YC-AFT Observer and Notice Requirements**

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

#### **21.2.3 Individual Grievance and YC-AFT Grievance Number**

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

#### **21.2.4 Notification of Settlement Proposal and Union Comment**

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

#### **21.2.5 Level IV**

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

### **21.3 GENERAL PROVISIONS**

#### **21.3.1 Grievance Forms**

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

#### **21.3.2 Waiver of Grievance Levels**

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

#### **21.3.3 Failure to Meet Time Limits**

If the District fails to communicate its decision at any level within the specified time limit, the grievant will have the right to appeal to the next level within the time limits provided in this Article. Failure by the grievant to appeal a decision of the District at any level within the specified time limits shall result in the District's decision becoming final, and the failure to appeal shall be considered a waiver of the grievant's right to appeal.

#### **21.3.4 Waiver of Timelines**

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

### **21.3.5 District Designees**

Any reference to a District Administrator refers to that administrator or their respective (management) designee.

## **21.4 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 Academic Administrator to attempt to resolve the alleged grievance. The informal level may continue as long as the grievant and Academic Administrator are working to resolve the alleged grievance. The grievant may elect to elevate the grievance to a Level I at any time.

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

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

## **21.5 LEVEL I**

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

## **21.6 LEVEL II**

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

## **21.7 LEVEL III**

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

## **21.7 LEVEL IV**

If the grievance is not resolved at Level III, YC-AFT may submit the grievance to Final and Binding Arbitration within fifteen (15) days of receiving that decision. If the grievance is not settled at Levels I, II or III, only the Federation may determine to submit the matter to Level IV Binding Arbitration.

### **21.7.1 Arbitrator Selection**

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

### **21.7.2 Arbitration Timeline**

The arbitration will commence within twenty (20) days of the selection of the Arbitrator, or as soon thereafter as the Arbitrator's schedule permits.

### **21.7.3 Arbitrator's Authority**

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

### **21.7.4 Written, Final, and Binding Decision**

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

## **21.8 MISCELLANEOUS PROVISIONS**

### **21.8.1 Costs**

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

### **21.8.2 Office of People and Culture**

The Office of People and Culture shall document the outcome of each grievance and shall ensure consistency in the application of the contract across the District. The Office of People and Culture shall also serve as a technical assistance provider in the administration of the grievance process, including but not limited to monitoring timelines, coordinating communications and schedules with the Federation on arbitration.

## **ARTICLE 22 – DISCIPLINE AND COMPLAINT PROCEDURE**

## **22.1 INVESTIGATION OF FORMAL AND INFORMAL COMPLAINTS**

### **22.1.1 Notice of Allegations**

If required by law, the District shall provide the unit member a copy of the complaint to be investigated prior to any investigatory meeting. In all other cases, the District shall inform the unit member of the general nature of the allegations and provide the unit member the opportunity to confer privately with a designated Federation representative, if requested.

### **22.1.2 Summary of Investigation Findings**

To the extent required by law, the unit member shall receive a written summary of the Investigator's findings, including whether the allegations investigated were or were not sustained.

### **22.1.3 No Retaliation**

District policy and law prohibit retaliation of any kind against anyone the unit member believes to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for discipline up to and including termination.



## **22.2 DISCIPLINARY MEETING AND RIGHT TO UNION REPRESENTATION**

Prior to being called to a meeting with their supervisor, bargaining unit members shall be given notification of the purpose of any meeting that could reasonably lead to discipline of the unit member. Upon request, unit members shall be allowed to have their YC-AFT representative present during this meeting and all other meetings related to the discipline or dismissal of unit members.

## **22.3 DISCIPLINARY ACTION**

At a meeting where discipline is issued, the unit member shall receive written notice of the reasons for discipline. The unit member shall be given an opportunity to review and respond in writing to the reasons for discipline, which shall be placed in the unit member's personnel file.

## **22.4 IMPROVEMENT PLANS**

Improvement plans based on evaluation of professional duties shall be covered in Article 14. A plan initiated under Article 14 shall not be considered a disciplinary action and is subject to all other provisions of this agreement.

*[This space intentionally left blank.]*


## 22.5 DISTRICT RIGHTS

Nothing in this Article constitutes a waiver of the District's rights under the Education Code, including but not limited to [Education Code Section 87665](#). In the discretion of the District, the unit member may also be suspended without pay or issued a written reprimand.

### YUBA COMMUNITY COLLEGE DISTRICT

 May 16, 2024


**JAKE M. HURLEY**  
CHIEF NEGOTIATOR  
ASSOCIATE VICE CHANCELLOR

 May 16, 2024

**DR. JEREMY BROWN**  
VICE PRESIDENT, INSTRUCTION  
YUBA COLLEGE

 May 16, 2024

**DR. SANDY FOWLER**  
VICE PRESIDENT, INSTRUCTION  
WOODLAND COMMUNITY COLLEGE

 May 16, 2024  
[Sonja Lolland \(May 16 2024 08:24 PDT\)](#)

**DR. SONJA LOLLAND**  
VICE CHANCELLOR

 May 16, 2024

**KULDEEP KAUR**  
VICE CHANCELLOR

 May 16, 2024

**ONDREA BERNARDINO**  
HUMAN RESOURCES ANALYST  
OFFICE OF PEOPLE AND CULTURE

### YUBA COLLEGE-AFT

 May 15, 2024  
[Dr. Joe Radding \(May 15, 2024 22:09 PDT\)](#)


**DR. JOE RADDING**  
CHIEF NEGOTIATOR  
YC-AFT

 May 15, 2024

**TREVOR KRAPP**  
PRESIDENT  
YC-AFT

 May 15, 2024  
[Elaine Robinson \(May 15, 2024 22:13 PDT\)](#)

**ELAINE ROBINSON**  
GRIEVANCE CHAIR  
YC-AFT

 May 15, 2024  
[Ashley Walden \(May 15, 2024 23:31 PDT\)](#)

**ASHLEY WALDEN**  
ASSOCIATE FACULTY

Ratified by the Governing Board on June 13, 2024

## **ATTACHMENTS**

Attachment A:	Salary Schedule
Attachment B:	Workload Conversion
Attachment C:	Transition of Specified Unit Members
Attachment D:	ZTC OCR MOU
Attachment E:	Return Right Overview Chart
Attachment F:	Evaluation Forms
Attachment G:	Performance Improvement Plan
Attachment H:	Evaluation Exception Form
Attachment I:	Report of Absence Form

	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
Step	New PT/Unit	New PT/Unit	New PT/Unit	New PT/Unit	New PT/Unit	New PT/Unit	New PT/Unit
1	\$1,377.25	\$1,437.22	\$1,497.18	\$1,557.15	\$1,617.00	\$1,677.08	\$1,767.01
2	\$1,437.22	\$1,497.18	\$1,557.15	\$1,617.12	\$1,677.20	\$1,737.05	\$1,826.98
3	\$1,497.18	\$1,557.15	\$1,617.12	\$1,677.08	\$1,737.40	\$1,796.99	\$1,886.94
4	\$1,557.15	\$1,617.12	\$1,677.08	\$1,737.05	\$1,796.90	\$1,856.96	\$1,946.91
5	\$1,617.12	\$1,677.08	\$1,737.05	\$1,796.99	\$1,857.10	\$1,916.93	\$2,006.85
6	\$1,677.08	\$1,737.05	\$1,796.99	\$1,856.96	\$1,916.60	\$1,976.87	\$2,066.82
7	\$1,737.05	\$1,796.99	\$1,856.96	\$1,916.93	\$1,976.80	\$2,036.84	\$2,126.79
8	\$1,796.99	\$1,856.96	\$1,916.93	\$1,976.87	\$2,037.00	\$2,096.80	\$2,186.73
9	\$1,856.96	\$1,916.93	\$1,976.87	\$2,036.84	\$2,096.50	\$2,156.77	\$2,246.70
10	\$1,916.93	\$1,976.87	\$2,036.84	\$2,096.80	\$2,156.70	\$2,216.71	\$2,306.66
11	\$1,976.87	\$2,036.84	\$2,096.80	\$2,156.77	\$2,216.90	\$2,276.68	\$2,366.63
12	\$2,036.84	\$2,096.80	\$2,156.77	\$2,216.71	\$2,276.40	\$2,336.65	\$2,426.57
13	\$2,096.80	\$2,156.77	\$2,216.71	\$2,276.68	\$2,336.60	\$2,396.59	\$2,486.54
14		\$2,216.71	\$2,276.68	\$2,336.65	\$2,396.80	\$2,456.56	\$2,546.51
15		\$2,276.68	\$2,336.65	\$2,396.59	\$2,456.30	\$2,516.52	\$2,606.47
16			\$2,396.59	\$2,456.56	\$2,516.50	\$2,576.49	\$2,666.42
17			\$2,456.56	\$2,516.52	\$2,576.70	\$2,636.43	\$2,726.38
18			\$2,516.52	\$2,576.49	\$2,636.20	\$2,696.40	\$2,786.35
19				\$2,636.43	\$2,696.40	\$2,756.37	\$2,846.29
22				\$2,696.40	\$2,756.60	\$2,816.33	\$2,906.26
25				\$2,756.37	\$2,816.10	\$2,876.28	\$2,966.23
29				\$2,816.33	\$2,876.30	\$2,936.24	\$3,026.19
33				\$2,876.28	\$2,936.50	\$2,996.21	\$3,086.14

## EXHIBIT A

### PART-TIME FACULTY WORKLOAD

#### PART-TIME ASSIGNMENTS/WORKLOAD GRIDS

##### Part-Time Faculty Assignments for an Academic Year\*

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

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

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

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

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

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

**Teaching Assignment:**

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

**Non-Teaching Assignment:**

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

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

**Example of a Combination Assignment:**

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

# Attachment C - Corrected

06/03/2024

*Joe Radding*  
Joe Radding (Jun 4, 2024 13:28 PDT)

ID	Step	Grade	New PT Step	New PT Class
0300218	5	2	5	5
0207631	7	2	7	5
0237109	7	1	7	2
0310906	3	2	3	5
0205061	1	1	1	2
0535033	1	2	1	5
0084384	7	2	7	5
0383887	8	2	8	5
0045412	9	3	9	7
0521623	7	3	7	7
0358171	7	2	7	5
0465091	2	2	2	5
0324178	9	2	9	5
0367224	7	1	7	2
0092807	7	2	7	5
0264653	7	1	7	2
0426221	7	2	7	5
0370492	7	1	7	2
0512532	2	1	2	2
0358168	8	2	8	5
0188432	9	2	9	5
0320444	4	1	4	2
0428086	7	1	7	2
0368796	8	3	8	7
0414778	4	2	4	5
0098111	4	1	4	2
0404210	7	2	7	5
0382315	9	3	9	7
0442859	7	2	7	5
0158372	9	2	9	5
0173870	7	2	7	5
0377394	1	2	1	5
0436473	6	3	6	7
0394724	7	2	7	5
0231178	5	1	5	2
0379539	7	3	7	7
0420913	4	2	4	5
0330643	2	2	2	5
0378473	8	3	8	7
0232733	3	2	3	5
0160062	7	2	7	5
0528322	1	2	1	5
0403266	8	2	8	5
0459611	4	2	4	5
0522036	6	2	6	5



UPDATED 06/03/2024

*JR*  
JR

055

0351285	7	1	7	2
0201138	6	2	6	5
0518025	5	2	5	5
0442041	7	2	7	5
0441748	7	2	7	5
0284165	7	2	7	5
0426472	2	2	2	5
0407593	7	2	7	5
0324004	6	2	6	5
0378687	7	2	7	5
0402642	8	2	8	5
0283276	4	3	4	7
0368539	5	1	5	2
0454276	7	1	7	2
0518459	1	2	1	5
0055202	2	2	2	5
0319570	7	2	7	5
0299237	7	2	7	5
0351719	2	3	2	7
0393873	7	3	7	7
0457383	7	1	7	2
0316248	9	2	9	5
0527016	1	2	1	5
0540310	7	1	7	2
0030220	9	1	9	2
	2	1	2	2
0370745	7	2	7	5
0319483	5	1	5	2
0262781	7	2	7	5
0346757	4	3	4	7
0528829	3	2	3	5
0401226	5	2	5	5
0518609	3	2	3	5
0530192	7	1	7	2
0423882	7	2	7	5
0410333	6	1	6	2
0143866	2	1	2	2
0459821	2	2	2	5
0095731	7	1	7	2
0154714	3	2	3	5
0188424	7	1	7	2
0215101	7	2	7	5
0391503	7	3	7	7
0521482	7	2	7	5
0063711	9	2	9	5
0156948	7	1	7	2
0147815	3	1	3	2



0114572	7	1	7	2
0417678	7	2	7	5
0448037	7	2	7	5
0459276	3	1	3	2
0238860	8	1	8	2
0382269	7	2	7	5
0276088	2	1	2	2
0044682	9	2	9	5
0274792	8	2	8	5
0231194	2	2	2	5
0436550	4	3	4	7
0384080	7	1	7	2
0428097	7	3	7	7
0436485	7	3	7	7
0045006	3	2	3	5
0406198	7	2	7	5
0445858	7	2	7	5
0391614	6	1	6	2
0460259	6	3	6	7
0454277	7	2	7	5
0324591	9	3	9	7
0291819	4	2	4	5
0378470	8	2	8	5
0444837	2	2	2	5
0520067	1	2	1	5
0511132	7	3	7	7
0259278	7	2	7	5
0428093	4	2	4	5
0428150	8	3	8	7
0521626	1	1	1	2
0330786	4	1	4	2
0528793	2	2	2	5
0361090	8	1	8	2
0003013	7	2	7	5
0536817	7	1	7	2
0045181	9	2	9	5
0451862	7	2	7	5
0150595	7	1	7	2
0182416	7	1	7	2
0523405	1	2	1	5
0401044	6	1	6	2
0447393	5	2	5	5
0332084	7	2	7	5
0390331	7	2	7	5
0145936	8	2	8	5
0143422	4	2	4	5

0538473	5	1	5	2
0402214	7	2	7	5
0404799	7	2	7	5
0402223	7	2	7	5
0433628	7	2	7	5
0366650	8	2	8	5
0521424	2	1	2	2
0402222	8	2	8	5
0389569	8	1	8	2
0454834	1	2	1	5
0316607	8	2	8	5
0373430	6	1	6	2
0454854	1	1	1	2
0252118	7	1	7	2
0048923	7	2	7	5
0309475	7	1	7	2
0371055	8	2	8	5
0415093	7	2	7	5
0286426	6	1	6	2
0084172	8	1	8	2
0424373	7	2	7	5
0195994	7	1	7	2
0045846	9	1	9	2
0533734	7	1	7	2
0361084	8	2	8	5
0295806	3	1	3	2
0190220	7	2	7	5
0186157	7	1	7	2
0384577	3	2	3	5
0453459	8	2	8	5
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0420003	7	1	7	2
0291469	4	2	4	5
0312703	7	1	7	2
0453957	2	3	2	7
0418807	8	2	8	5
0403388	4	2	4	5
0138522	4	1	4	2
0324553	2	2	2	5
0428146	7	2	7	5
0539176	6	1	6	2
0214509	4	2	4	5
0269003	3	3	3	7
0045758	9	2	9	5
0105924	4	1	4	2
0415253	7	3	7	7

0336653	1	1	1	2
0305607	3	1	3	2
0194392	9	1	9	2
0453751	5	2	5	5
0280313	7	2	7	5
0454049	2	3	2	7
0044672	1	1	1	2
0143399	7	2	7	5
0419076	7	3	7	7
0455312	4	3	4	7
0045557	9	2	9	5
0045339	9	2	9	5
0442875	2	2	2	5
0194964	4	1	4	2
0454278	2	3	2	7
0440237	5	1	5	2
0432366	2	2	2	5
0406197	7	2	7	5
0125400	9	1	9	2
0292927	9	2	9	5
0053147	8	1	8	2
0361085	7	3	7	7
0516878	7	2	7	5
0247222	7	1	7	2
0270458	7	1	7	2
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0177181	9	2	9	5
0427099	4	2	4	5
0273655	6	2	6	5
0522983	7	2	7	5
0428144	5	2	5	5
0311403	7	1	7	2
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0531891	7	3	7	7
0003175	9	2	9	5
0366025	4	1	4	2
0454952	7	3	7	7
0137556	8	2	8	5
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0516716	1	1	1	2
0522324	7	2	7	5
0404221	8	2	8	5
0212341	7	1	7	2
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0274397	4	1	4	2

0441917	2	2	2	5
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0274400	7	1	7	2
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0528323	2	2	2	5
0511418	5	2	5	5
0414120	5	2	5	5
0390982	7	2	7	5
0441718	3	2	3	5
0169521	8	2	8	5
0044073	8	2	8	5
0096789	5	1	5	2
0430104	4	2	4	5
0104350	2	1	2	2
0408899	7	2	7	5
0465911	7	1	7	2
0249752	9	3	9	7
0390985	3	1	3	2
0539359	7	2	7	5
0104634	7	2	7	5
0271416	7	2	7	5
0539178	3	1	3	2
0045457	8	2	8	5
0045763	9	3	9	7
0531871	4	2	4	5
0433629	3	2	3	5
0538916	5	1	5	2
0137216	7	1	7	2
0465090	7	3	7	7
0442860	7	3	7	7
0460313	7	1	7	2
0460020	7	3	7	7
0447035	5	2	5	5
0416542	5	2	5	5
0528315	2	2	2	5
0455186	7	2	7	5
0409064	7	1	7	2
0518491	7	3	7	7
0261488	7	2	7	5
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0279896	5	1	5	2
0270034	7	1	7	2
0445857	7	2	7	5
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0447887	1	1	1	2
0533010	3	2	3	5
0384032	8	3	8	7
0440236	4	3	4	7
0303699	8	2	8	5
0357909	7	1	7	2
0532215	1	3	1	7
0254248	8	2	8	5
0045400	9	2	9	5
0464501	7	3	7	7
0122771	8	3	8	7
0275478	7	2	7	5
0350857	7	1	7	2
0236340	3	1	3	2
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0390461	8	2	8	5
0081747	7	2	7	5
0371910	8	2	8	5
0413963	3	3	3	7
0003111	9	2	9	5
0539894	1	1	1	2
0321751	8	1	8	2
0419091	2	1	2	2
0090207	9	2	9	5
0416975	5	2	5	5
0282349	9	2	9	5
0255406	7	2	7	5
0267771	6	2	6	5
0533307	7	1	7	2
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0346854	9	2	9	5
0346943	8	2	8	5
0349586	3	2	3	5
0345023	5	2	5	5
0458339	1	2	1	5
0441719	7	2	7	5
0203343	4	1	4	2
0365473	2	2	2	5



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0305284	9	2	9	5
0260157	7	1	7	2
0441720	8	3	8	7
0298824	7	2	7	5
0291241	8	2	8	5
0522309	2	2	2	5
0464632	7	2	7	5
0465914	7	2	7	5
0282422	9	2	9	5
0539080	6	1	6	2
0195286	3	1	3	2
0135659	7	1	7	2
0261884	1	3	1	7
0157063	9	2	9	5
0214035	6	1	6	2
0311365	5	2	5	5
0044710	9	3	9	7
0274811	7	1	7	2
0513761	3	1	3	2
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0178329	3	2	3	5
0420322	2	3	2	7
0356702	8	1	8	2
0216979	9	2	9	5
0447050	2	2	2	5
0454771	5	3	5	7
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0454010	7	3	7	7
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0528304	4	3	4	7
0092087	3	1	3	2
0419987	3	2	3	5

0434065	7	2	7	5
0376808	8	2	8	5
0406105	6	2	6	5
0528924	3	3	3	7
0371720	8	3	8	7
0512149	7	1	7	2
0454796	6	2	6	5
0403267	8	2	8	5
0458341	6	2	6	5
0322510	7	2	7	5
0271632	9	2	9	5
0275833	9	2	9	5
0406542	7	3	7	7
0538607	7	3	7	7
0301399	8	2	8	5
0540185	1	2	1	5
0247990	9	2	9	5
0371143	8	2	8	5
0403009	5	2	5	5
0537408	2	2	2	5
0294116	3	1	3	2
0411010	7	2	7	5
0148161	8	2	8	5
0447697	2	2	2	5
0045692	8	2	8	5
0045630	8	2	8	5
0236472	7	1	7	2
0326770	7	1	7	2
0185875	5	1	5	2
0273085	8	2	8	5
0427149	3	3	3	7
0537410	7	2	7	5
0107056	7	1	7	2
0522581	2	2	2	5
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0130057	1	1	1	2
0414784	5	2	5	5
0525449	2	2	2	5
0393870	7	2	7	5
0253129	8	2	8	5
0443494	2	1	2	2
0332249	7	2	7	5
0124161	3	7	7	7
0256571	2	7	5	7
0420319	2	4	5	4
0416346	2	3	5	3

0294820	2	5	5	5
0085458	2	7	5	7
0265359	1	3	2	3
0282821	2	6	5	6
0459610	2	7	5	7
0045741	3	8	7	8
0396857	2	1	5	1
0328342	1	3	2	3
0289932	1	4	2	4
0055923	1	8	2	8
0417308	2	7	5	7
0285800	3	7	7	7
0423556	1	6	2	6
0045506	1	7	2	7
0417277	2	2	5	2
0521332	2	4	5	4
0286822	1	2	2	2



# Attachment D

## MEMORANDUM OF UNDERSTANDING

January 16, 2024

This Memorandum of Understanding (MOU) is established between the Yuba Community College District and the Yuba College – American Federation of Teachers (YC-AFT). The objective of this MOU is to implement stipends regarding the Zero Textbook Cost Degree Program (ZTC), an open educational resource (OER).

The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

The parties agree to the following terms and amounts:

### CATEGORIES

1. **Category 1:** For redesigning your class to add existing OER materials from external sources (textbook and assessments) and sharing it with the other department faculty to use. For internal sources see Category 4 - pay difference is due to the materials being vetted and adopted. **Category 1 Stipend: \$1,650.00.**
2. **Category 2:** For redesigning your class to add revised/remixed OER materials revised/remixed by the applicant (textbooks and assessments) and sharing it with the department faculty to use in their courses. **Category 2 Stipend: \$3,100.00.**
3. **Category 3 (Only applies to courses for which no OER text is available):** For creating/writing new OER materials (textbook and assessments), redesigning your class to add your newly authored OER materials and sharing it with the department faculty to use in their courses. If a team decides to co-Write OER, the maximum is \$10,000 per course for two or more authors split evenly, based on the approved application that is submitted. **Category 3 Stipend: \$8,000 per course (1 author), \$10,000 per course (2+ authors/split evenly).**
4. **Category 4:** Professional development hours to review and adopt a ZTC course designed by faculty in the same department. **Category 4 Stipend: \$300.00.**
5. **Project Organization and Implementation Stipend (Year 1):** 120 hours X faculty EP Lecture Rate)
6. **Project Organization and Implementation Stipend (Year 2):** 60 hours X faculty EP Lecture Rate)

- 46 **7. Early Adopter Stipend:** Faculty who developed OER materials prior to this grant  
47 are eligible for a stipend for course materials that were previously developed. To  
48 be eligible for the stipend, the OER materials must be shared with YCCD  
49 departmental faculty. These stipends will be funded by District Innovation Funds.  
50 Maximum funding is \$22,000. Faculty members will be eligible for up to two  
51 courses, unless there are funds remaining on June 30, 2024. **Stipend: \$500.00.**  
52

## 53 NOTES

- 54  
55 **8. Note 1:** Faculty would copy their Canvas shell and delete any content that is not  
56 intended to be part of this project prior to submission.  
57  
58 **9. Note 2:** See YCCD Administrative Procedure 3710 - Intellectual Property and  
59 Copyright for the District's ownership and copyright policy.  
60  
61 **10. Note 3:** OER Definition: ...license that permits free use and repurposing by  
62 others...Other community college districts can use or adapt degree and post to the  
63 CA Digital Open-Source Library (Section 66408). Testing materials are protected.  
64  
65 **11. Note 4:** Not shared/paid for by this grant... videos lectures, assignments not  
66 connected to the textbook, unique content specific to the instructor teaching the  
67 course that is unrelated to the OER.  
68

## 69 STIPEND DELIVERABLES

- 70  
71 **12. CATEGORY 1:** Only adoption takes place, so no new materials are created. A  
72 course shell with the textbook and any supporting materials available would be  
73 shared. **Deliverable(s):** Course shell with OER and already available ancillaries.  
74  
75 **13. CATEGORY 2:** The faculty might remix a couple of OER textbooks, and create  
76 handouts, homework, quizzes, exams to supplement an existing OER textbook.  
77 They will place any materials they get paid for in a Canvas sandbox shell. It would  
78 also go to Canvas Commons to share with community college faculty across  
79 California. **Deliverable(s):** Course shell with OER, already available ancillaries,  
80 and anything else created to supplement OER textbook (handouts, homework,  
81 quizzes, and/or exams).  
82  
83 **14. CATEGORY 3:** The faculty will create a new textbook and auxiliary materials  
84 (assessments) for it. It would also go to a Canvas sandbox shell as appropriate  
85 and textbook, and materials added to [www.cool4ed.org](http://www.cool4ed.org).  
86  
87 **15. Deliverable(s):** OER created and shared via Commons, Cool4Ed, and other  
88 appropriate sites with protection for text banks. Canvas Shell with OER textbook  
89 and supporting items paid for (including OER related handouts, homework,  
90 quizzes, and/or exams). Additionally, new textbooks are posted to either the  
91 ASCCC OERI website or other websites for use by other CA community college

92 faculty. Since the goal is open licensing, it is expected that the book and  
93 assessment question bank (but that can be protected) be open for any interested  
94 faculty.

95  
96 **FOR YC-AFT:**

97  
98  
99  Jan 24, 2024

100 Trevor Krapf  
101 President  
102 YC-AFT  
103  
104

**FOR YCCD:**

 Jan 22, 2024

Jake M. Hurley  
Associate Vice Chancellor  
Office of People and Culture

105  Jan 22, 2024  
106 Sonja Lolland (Jan 22, 2024 11:48 PST)

107 Dr. Sonja Lolland  
108 Vice Chancellor  
109 Education and Planning

110  Jan 16, 2024

111 Dr. Jeremy Brown  
112 Vice President of Instruction  
113 Yuba College  
114

115  Jan 22, 2024

116 Dr. Sandra Fowler  
117 Vice President of Instruction (Interim)  
118 Woodland Community College  
119  
120  
121

# Attachment E

## RETURN RIGHTS OVERVIEW CHART

Type of Assignment <sup>12</sup>	Term <sup>3</sup>	Eligibility <sup>4</sup>	Calculating Amount of Return Right <sup>5</sup>	Maximum Return Right <sup>67</sup>	Seniority Basis
Instructional	Fall	Taught in any six (6) semesters.	Highest load in any one of the preceding six (6) semesters at time of scheduling.	Up to six (6) units in fall semester.	All units taught at District.
Non-Instructional	Fall	Non-instructional assignments in any six (6) semesters	Highest load in any one of the preceding six (6) semesters at time of scheduling.	Up to six (6) unit equivalent in fall semester.	Hire Date.
Instructional	Spring	Taught in any six (6) semesters.	Highest load in any one of the most recent six (6) semesters at time of scheduling.	Up to six (6) units in spring semester.	All units taught at District.
Non-Instructional	Spring	Non-instructional assignments in any six (6) semesters	Highest load in any one of the preceding six (6) semesters at time of scheduling.	Up to six (6) unit equivalent in spring semester.	Hire Date.
Instructional	Summer	Taught in any three (3) summer terms.	Highest load in any one of the preceding three (3) summer terms at time of scheduling.	Up to six (6) units in summer term.	All units taught at District.
Non-Instructional	Summer	Non-instructional assignments in any three (3) summer terms.	Highest load in any one of the preceding three (3) summer terms at time of scheduling.	Up to six (6) unit equivalent in summer term.	Hire Date.

<sup>1</sup> Return rights only apply to disciplines in which the unit member has already taught for the District.

<sup>2</sup> Return rights are calculated separately for each assignment type; instructional assignments do not affect eligibility or the return rights for non-instructional assignments.

<sup>3</sup> Academic term assignments (fall and spring semesters) solely determine fall and spring semester seniority, return right eligibility, and return rights. Summer assignments solely determine summer term seniority, return right eligibility, and return rights.

<sup>4</sup> These are one-time, cumulative eligibility requirements.

<sup>5</sup> There is often a one-semester delay. See, Article 8.3.

<sup>6</sup> Due to various assignment configurations, instructional assignments may exceed six (6) units. However, instructional assignments must, at minimum, meet the return right (e.g., 6.25 units may be rounded down, but 5.75 units cannot be rounded up to meet a 6 unit return right). All assignments may be rounded to within .10 units.

<sup>7</sup> A unit member may be assigned more than six (6) units in a given term, but only after all seniority-based return rights are satisfied.

# Attachment F



## Form PT-2A Observation Report Form Part-Time Faculty (Not Fully Online Section)

Name of Person Being Evaluated:		Evaluator:
Course:		Section Number:
Time of Observation:	Date:	Modality:

### PERFORMANCE INDICATORS

Area	Criterion	Exemplary	Meets Expectations	Needs Improvement	Unsatisfactory
1. Performance of Assignment	a. Organized, clear, and accurate explanation of key concepts, principles, and relevant examples to aid in comprehension.				
	b. Using a variety of strategies and supplemental resources to respond to the diverse needs of learners.				
	c. Actively checks for understanding and supportively responds to any gaps in understanding that emerge.				
	d. Promote a learning environment of high expectations, support, and mutual respect with opportunities for learners to grow independently.				
	e. Emphasizes time-on-task, using all time with learners effectively.				
	f. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, skill levels and physical and mental disabilities.				
2. Professional Responsibilities	a. Demonstrates professional communication and a collaborative approach to working with peers, staff, learners, supervisors, and the public.				
	b. Develops and uses course materials, curriculum, and exercises that are in alignment with course outlines of record or other appropriate standards.				
	c. Timely submission of records such as grades, rosters, book orders, syllabi, program review, learning outcomes, etc. as appropriate to the assignment.				
3. Professional Growth	a. Fulfills flex requirements and leverages professional obligation time to further excellence in work assignments.				
	b. Maintains current knowledge in the field while innovating or adopting new educational practices into practice.				
	c. Accepts constructive feedback without defensiveness and fairly offers constructive feedback to others when appropriate.				
	d. Demonstrates understanding of YCCD Diversity, Equity, Inclusion, and Accessibility (DEIA) and anti-racist competencies in their assignment. <input type="checkbox"/> Shows Proficiency <input type="checkbox"/> Needs Improvement				

## WRITTEN COMMENTS

**DRAFT**

## OVERALL EVALUATION

- ☐ Exemplary      ☐ Meets Expectations      ☐ Needs Improvement      ☐ Unsatisfactory

## CHECKLIST OF ENCLOSED DOCUMENTS

- ☐ Syllabus      ☐ Student Survey Data      ☐ Additional Comment Sheet (if applicable)

## SIGNATURES

**The above evaluation represents my best professional judgment:**

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I have had the opportunity to read this report and discuss it with the evaluator. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include.**

Faculty Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Form PT-2B**  
**Observation Report Form**  
**Part-Time Faculty**  
**(Fully Online Section)**

Name of Person Being Evaluated:		Evaluator:	
Course:		Section Number:	
Time of Observation:	Date:	Modality: Fully Online	

**PERFORMANCE INDICATORS**

Area	Criterion	Exemplary	Meets Expectations	Needs Improvement	Unsatisfactory
1. Performance of Assignment	a. Organized, current, and accurate explanation of course expectations and content presented in manner that is both accessible and easy to navigate.				
	b. Using a variety of strategies to engage students with content, students to instructor, and students to students in order to meet diverse needs.				
	c. Actively initiates contact with students to check for understanding and provide feedback on any gaps in understanding that emerge.				
	d. Promote a learning environment of high expectations, support, and mutual respect with opportunities for learners to grow independently.				
	e. Emphasizes time-on-task, using all time with learners effectively.				
	f. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, skill levels and physical and mental disabilities				
2. Professional Responsibilities	a. Demonstrates professional communication and a collaborative approach to working with peers, staff, learners, supervisors, and the public.				
	b. Develops and uses course materials, curriculum, and exercises that are in alignment with course outlines of record or other appropriate standards.				
	c. Timely submission of records such as grades, rosters, book orders, syllabi, program review, learning outcomes, etc. as appropriate to the assignment.				
3. Professional Growth	a. Fulfills flex requirements and leverages professional obligation time to further excellence in work assignments.				
	b. Maintains current knowledge in the field while innovating or adopting new educational practices into practice.				
	c. Accepts constructive feedback without defensiveness and fairly offers constructive feedback to others when appropriate.				
	d. Demonstrates understanding of YCCD Diversity, Equity, Inclusion, and Accessibility (DEIA) and anti-racist competencies in their assignment. <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Shows Proficiency</span> <span><input type="checkbox"/> Needs Improvement</span> </div>				

JR

## WRITTEN COMMENTS

**DRAFT**

## OVERALL EVALUATION

- ☐ Exemplary      ☐ Meets Expectations      ☐ Needs Improvement      ☐ Unsatisfactory

## CHECKLIST OF ENCLOSED DOCUMENTS

- ☐ Syllabus      ☐ Student Survey Data      ☐ Additional Comment Sheet (if applicable)

## SIGNATURES

**The above evaluation represents my best professional judgment:**

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I have had the opportunity to read this report and discuss it with the evaluator. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include.**

Faculty Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**Form PT-2C**  
**Observation Report Form**  
**Part-Time Counseling Faculty**

Name of Person Being Evaluated:		Evaluator:
Time:	Date:	Modality:

**PERFORMANCE INDICATORS**

Area	Criterion	Exemplary	Meets Expectations	Needs Improvement	Unsatisfactory
1. Performance of Assignment	a. Listens well and helps students identify obstacles and personal issues that are impediments to goal attainment.				
	b. Facilitates goal attainment by helping students to design an educational plan/individual action plan and by providing ongoing motivational support when appropriate.				
	c. Researches questions brought by students and assists with effective resolution or directs students to appropriate sources of information/assistance when advisable.				
	d. Keeps current with District classes, programs, and resources for students as well as District policies and procedures affecting students.				
	e. Keeps current with programs and policies of receiving institutions to which students transfer.				
	f. Communicates and engages across disciplines within the academic community to foster collaboration with classroom faculty to support students.				
	g. Uses technological resources to advise students, to maintain case notes, to keep colleagues informed and to keep abreast of new information impacting students.				
	h. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, skill levels and physical and mental disabilities.				
	i. Assists students with setting goals including academic and career goals.				
2. Professional Responsibilities	a. Demonstrates professional communication and a collaborative approach to working with peers, staff, learners, supervisors, and the public.				
	b. Develops and uses appropriate counseling materials and resources that are in alignment with College and District academic standards, degree and certificate requirements, and transfer/career planning.				
	c. Timely completion of educational plans, petitions, advising support, and other student needs during appointment session and through follow-up communication as appropriate to the assignment.				
3. Professional Growth	a. Leverages professional obligation time to further excellence in work assignments.				
	b. Maintains current knowledge in the field while innovating or adopting new educational methods into practice.				

c. Accepts constructive feedback without defensiveness and fairly offers constructive feedback to others when appropriate.				
d. Demonstrates understanding of YCCD Diversity, Equity, Inclusion, and Accessibility (DEIA) and anti-racist competencies in their assignment. <input type="checkbox"/> Shows Proficiency <input type="checkbox"/> Needs Improvement				

**WRITTEN COMMENTS**

**OVERALL EVALUATION**

- ☐ Exemplary
- ☐ Meets Expectations
- ☐ Needs Improvement
- ☐ Unsatisfactory

**CHECKLIST OF ENCLOSED DOCUMENTS**

- ☐ Syllabus
- ☐ Student Survey Data
- ☐ Additional Comment Sheet (if applicable)

**SIGNATURES**

**The above evaluation represents my best professional judgment:**

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I have had the opportunity to read this report and discuss it with the evaluator. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include.

Faculty Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Form PT-3**  
**Self-Evaluation Narrative**  
**Part-Time Faculty**

Employee Name:	Date:
Semester/Year:	

**REFLECTION**

Please reflect and comment on what you have accomplished in terms of your professional responsibilities in your major assignment(s), including acceptance of responsibility, effectiveness of communication, effectiveness of instructional/student services, expertise in subject area, and techniques of instruction/skill in accomplishing responsibilities/assignments. Please analyze and discuss your:

- a. Student evaluation survey data
- b. Course success and retention data (if applicable)

*DRAFT*

**PROGRESS**

How have you changed and grown since your last evaluation?

## CURRENCY/PROFESSIONAL GROWTH

Please describe activities you have undertaken since your last review to remain current in your discipline/assignment. This could include workshops attended, research undertaken, conference presentations, service on advisory or departmental committees, service or professional development related to diversity and equity in your field, speaking engagements, etc. What experiences and achievements have informed your role as a faculty member and demonstrate continued professional growth.

## EQUITY REFLECTION

Discuss your understanding of YCCD Diversity, Equity, Inclusion, and Accessibility (DEIA) and anti-racist competencies as it relates to your field and the college and district communities.

Please describe how you incorporate DEIA competencies in the performance of your assignment to support and remove barriers to student success. Below is a list of activities you might consider discussing:

- a. Curriculum review related to anti-racism, decolonization, and equity
- b. Participation in anti-racism and equity related workshops/institutes
- c. Review of materials and best practices for equity in your field
- d. Use of student success data disaggregated by race, ethnicity, and gender to inform strategies to improve equitable student outcomes and success
- e. Contributions made to create an inclusive learning and working environment through DEI and anti-racism research, utilization of race-conscious pedagogy, etc.

How have you used and/or how will you use these understandings to improve your practice and/or help close opportunity gaps?

### **FUTURE DIRECTION AND GOALS**

Reflect on your strengths and weaknesses in student learning outcomes, professional growth, program development, research and scholarship, teaching effectiveness, or discipline currency. Comment on your future goals to address the identified strengths and weaknesses.

DRAFT



**Form PT-1**  
**Evaluation Summary Form**  
**Part-Time Faculty**

This Evaluation Summary is intended to summarize the evaluator(s) best professional perception of the total contribution of the part-time faculty member. As such it must represent the total impression of the part-time faculty member's performance of their assignment(s), professional responsibilities, and professional growth. This is obtained through direct observations, impressions gained through student evaluations, opinions professionally expressed by a reasonable number of colleagues, and observed or reliably reported professional behavior. Evaluation should be in relation to facilitating student success and providing a suitable learning environment. This should be in accordance with the concepts outlined in Article 11 of the YCAFT/District Collective Bargaining Agreement.

Name of Person Being Evaluated:	Discipline:
Assignment Type: <input type="checkbox"/> Teaching <input type="checkbox"/> Counselor <input type="checkbox"/> Librarian <input type="checkbox"/> Resource	
College: <input type="checkbox"/> Woodland Community College <input type="checkbox"/> Yuba College	

**CHECKLIST OF ENCLOSED DOCUMENTS**

<input type="checkbox"/> Complete Observation Reports	<input type="checkbox"/> Summary of Student Feedback from Sections Observed	<input type="checkbox"/> Faculty Self-Study
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**SUMMARY RANKINGS OF THE CRITERION**

(See narrative below; recommendations for improvement must be documented on a Performance Improvement Plan form for each summary "Needs Improvement" and "Unsatisfactory"):

1 – Performance of Assignment:	<input type="checkbox"/> Exemplary	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
2 – Professional Responsibilities:	<input type="checkbox"/> Exemplary	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
3 – Professional Growth:	<input type="checkbox"/> Exemplary	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
Overall Ranking:	<input type="checkbox"/> Exemplary	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
Supervisor's Employment Recommendation:	<input type="checkbox"/> Reemploy	<input type="checkbox"/> Do Not Reemploy		

## SYNTHESIS AND HIGHLIGHTS FROM THE NARRATIVE/PROCESS

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## COMMITTEE SIGNATURES

The above evaluation represents our best professional judgment:

Administrator:	Date:
Faculty Peer:	Date:

## FACULTY SIGNATURE

I have had the opportunity to read this report and discuss it with the evaluators. I recognize that I have the right to write comments regarding this evaluation and to carry out any additional self-evaluation that I wish to include (use Form FT-5 Evaluation Exception Form).

Faculty Member:	Date:
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## REVIEW AND APPROVAL

College VP/President Signature:	Date:
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# Attachment G



## Form PT-4 Performance Improvement Plan Part-Time Faculty

Faculty Name:	Date:
Prepared by:	

The purpose of a Performance Improvement Plan (PIP) is to identify significant areas of concern and gaps in work performance, reiterate the District's expectations, and provide guidance on how to demonstrate improvement. Improvement is required to be documented in the areas listed below by the end of the PIP.

### AREAS OF CONCERN

--

### IMPROVEMENT PLAN ACTION / GOALS

Goal #	Action/Goal Description	Improvement Actions/Activities	Assessment

### TRAINING, RESOURCES, AND OTHER ASSISTANCE

--

### TIMELINE FOR IMPROVEMENT

Progress Check-In Date(s):	
Professional Improvement Deadline:	



## CONSEQUENCES AND EXPECTATIONS

--

## FOLLOW UP PROGRESS AND ASSESSMENT EVALUATION

Meeting Date	Meeting Outcome/Next Steps

## SIGNATURES

Employee's Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

**I have had the opportunity to read this Professional Improvement Plan and discuss it with my supervisor.**

Faculty Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Attachment H



## Form PT-5 Evaluation Exception Form Part-Time Faculty

Employee Name:	Date:
Semester/Year:	

Evaluation committee members or the evaluatee may utilize this form to document additional comments, to record areas of concern or disagreement, or for the evaluatee to request the process be continued. This form will be attached to the evaluation packet.

### COMMENTS

*DRAFT*

### REQUESTOR'S SIGNATURE

<b>The above evaluation represents my best professional judgment:</b>		
Name: _____		
Signature: _____	Date: _____	



# YUBA COMMUNITY COLLEGE DISTRICT

## Leave Request/Report of Absence

**Directions:**

1. Employee completes Leave Requested section of this form and submits to his/her immediate supervisor in advance of leave. When advance notice is not possible (i.e., sick leave), employee submits form upon return to duty.
2. Employee obtains supervisor's signature and retains original form until he/she returns from leave.
3. Upon return from leave, employee completes Absence Reported section and returns original form to his/her supervisor.
4. Supervisor signs leave form and submits original to the Personnel Department. Copies may be made as needed for Employee and Supervisor.
5. **This form may be used to report more than one type of absence, i.e., sick leave, vacation, etc. This form may be submitted monthly.**

**Employee Name:** \_\_\_\_\_ **Colleague ID No.:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
                     **Full-Time** ☐                      **Extra Pay (Faculty)** ☐                      **Part-Time** ☐

**LEAVE REQUESTED:** Date(s) of leave requested: from \_\_\_\_\_ to and including  
 \_\_\_\_\_ for a total of \_\_\_\_\_ (days/hours).

**EXPLANATION FOR LEAVE/ABSENCE:****Academic, Administrative, Classified, Classified Supervisors and Confidential:**

<input type="checkbox"/> Bereavement - Relationship: _____ <input type="checkbox"/> Jury Duty (Attach Jury Notice) <input type="checkbox"/> Military Leave (Attach copy of Orders) <input type="checkbox"/> Personal Necessity	Location: _____ <input type="checkbox"/> Sick Leave (Attach doctor's release if 5 days or more) <input type="checkbox"/> Injured While On Duty (Workers' Compensation) <input type="checkbox"/> Other: _____
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**Administrative Only:**

☐ Administrative                      ☐ Non-Duty                      ☐ Floating Holiday                      ☐ Vacation

**Classified, Classified Supervisors and Confidential Only:**

<input type="checkbox"/> Administrative (Classified Supervisors and Confidential Only) <input type="checkbox"/> Compensatory Time-off (Classified Only)	<input type="checkbox"/> Floating Holiday <input type="checkbox"/> Vacation <input type="checkbox"/> Personal Business <input type="checkbox"/> Deduct Absence from Salary
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**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Leave/Absence ( ) authorized ( ) not authorized:** \_\_\_\_\_

\_\_\_\_\_  
**Supervisor's Signature                      Date**

**ABSENCE REPORTED: Type(s) and period(s) of absence, indicate below:**

Type(s) of Absence	Days / Hours	Dates of Absence From	To
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Total** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Leave/Absence ( ) authorized ( ) not authorized:**

\_\_\_\_\_  
**Supervisor's Signature**

**Date**