



AGREEMENT

Between

The Yuba Community College District

and

Faculty Association of Yuba Community College District

July 1, 2026 through June 30, 2029

Board Adopted: September 2026

Table of Contents

ARTICLE 0.0 – ACADEMIC FREEDOM.....	<u>1</u>
ARTICLE 1.0 – RECOGNITION.....	<u>1</u>
ARTICLE 2.0 – ASSOCIATION RIGHTS	<u>1</u>
ARTICLE 3.0 – DISTRICT RIGHTS.....	<u>7</u>
ARTICLE 4.0 – LEAVES	<u>8</u>
ARTICLE 5.0 – TRANSFERS	<u>24</u>
ARTICLE 6.0 – EVALUATION	<u>26</u>
ARTICLE 7.0 – WORKLOAD	<u>40</u>
ARTICLE 8.0 – ROLE OF FULL-TIME FACULTY IN HIRING	<u>45</u>
ARTICLE 9.0 – CLASS SIZE	<u>46</u>
ARTICLE 10.0 – DISTANCE EDUCATION	<u>52</u>
ARTICLE 11.0 – WORK YEAR/RESPONSIBLE DAYS.....	<u>54</u>
ARTICLE 12.0 – SCHEDULE DEVELOPMENT	<u>55</u>
ARTICLE 13.0 – EXTRA-PAY, INTERSESSION, AND SUMMER TEACHING, COUNSELING, AND LIBRARIAN ASSIGNMENTS.....	<u>56</u>
ARTICLE 14.0 – COMPENSATION	<u>57</u>
ARTICLE 15.0 – ASSIGNMENTS WITH STIPENDS.....	<u>59</u>
ARTICLE 16.0 – BENEFITS	<u>60</u>
ARTICLE 17.0 – GRIEVANCE PROCEDURE	<u>64</u>
ARTICLE 18.0 – SAFETY	<u>69</u>
ARTICLE 19.0 – EFFECT OF AGREEMENT	<u>69</u>
ARTICLE 20.0 – SEVERABILITY AND SAVINGS	<u>70</u>
ARTICLE 21.0 – PAST PRACTICES.....	<u>70</u>
ARTICLE 22.0 – MAINTENANCE OF OPERATIONS	<u>70</u>
ARTICLE 23.0 – DURATION OF AGREEMENT	<u>71</u>
ARTICLE 24.0 – FACULTY SERVICE AREAS.....	<u>71</u>
ARTICLE 25.0 – TRAVEL AND CONFERENCE FUND	<u>71</u>
ARTICLE 26.0 – COORDINATORS AND SPECIAL PROJECTS	<u>72</u>
ARTICLE 27.0 – TEMPORARY FACULTY	<u>78</u>
ARTICLE 28 - RETIREMENTS AND RESIGNATIONS	<u>79</u>
YUBA COMMUNITY COLLEGE DISTRICT	<u>80</u>
FACULTY ASSOCIATION OF YUBA COMMUNITY COLLEGE DISTRICT	<u>80</u>
EXHIBITS	<u>81</u>

ARTICLE 0.0 – ACADEMIC FREEDOM

- 0.1 Academic employees must be free to teach and the students free to learn. Academic employees are entitled the freedom to inquire, to teach controversial content, to model and encourage critical thinking, and to present a wide range of viewpoints in the teaching and learning process. Both academic employees and students must have access to the full range of ideas, materials, and options. It is the responsibility of academic employees to encourage students to study varying points of view and to respect the students' right to form, hold, and express judgments, opinions, and beliefs.
- 0.2 The responsibility of protecting academic freedom rests with the Board of Trustees (Board), administration, educational supervisors, and academic employees. Academic employees have a primary responsibility to develop the curriculum and select instructional materials and methods of presentation appropriate to meet the goals of that curriculum.
- 0.3 When academic employees are performing their assigned responsibilities, they shall be free to express personal opinions and pursue scholarly, literary, and/or artistic endeavors. Academic employees are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their statements. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make an effort to indicate they are not speaking for the institution.

ARTICLE 1.0 – RECOGNITION

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

ARTICLE 2.0 – ASSOCIATION RIGHTS

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

- 1 2.2.2 Telephone Usage - The Association shall pay all of its own telephone costs.
- 2 2.2.3 Postage Machine - The Association shall pay all its own postage costs.
- 3 2.2.4 The District shall provide the Association with a secure office, on the Yuba
- 4 College, Woodland Community College, and Clear Lake campuses. Should
- 5 the District need any of these locations for its own use, it is understood that
- 6 the Association would be provided with thirty (30) days' notice to relocate its
- 7 files to a new secure, accessible location provided by the District.
- 8 2.2.5 Notice of Activities - The Association shall have the right to post notices of
- 9 activities and matters of Association concern in mail rooms and in division
- 10 offices on all campuses and via District e-mail and District Web servers,
- 11 provided that such communications are dated and bear the Association's
- 12 identification as the distributor. Content maintained on District electronic
- 13 systems will be subject to and conform to District Policies.
- 14 2.2.6 Distribution of Materials - The Association may distribute organizational
- 15 materials on District property, provided that such distribution does not
- 16 interfere with District business. No one shall be allowed to distribute materials
- 17 in a manner which distracts employees while performing their duties. Duly
- 18 authorized communications may be placed by the Association in campus
- 19 and electronic mailboxes of employees, provided that such communications
- 20 are dated and bear the Association's identification as the distributor.
- 21 Content maintained on District electronic systems will be subject to and
- 22 conform to District Policies.
- 23 2.2.7 Access to District Property - Authorized representatives of the Association
- 24 shall be permitted access to District property to conduct proper Association
- 25 business provided that the conducting of such business does not interfere
- 26 with the duties of District employees.
- 27 2.2.8 Faculty Offices - The District shall attempt to provide a reasonable and
- 28 equipped office for each Unit Member.

29 2.3 Roster of Unit Members

- 30 2.3.1 Human Resources shall supply the following information for unit members.
- 31 2.3.1.1 A list of the following information, with each field in its own column,
- 32 for all bargaining unit members within five (5) days of the last payroll
- 33 date of August, January, and May:
- 34 a. First Name;
- 35 b. Middle Initial;
- 36 c. Last Name;
- 37 d. Suffix (e.g., Jr., III);
- 38 e. Preferred Name;
- 39 f. Job Title;
- 40 g. Status (e.g., tenured, contract, categorical etc.);
- 41 h. Placement on the Salary Schedule;
- 42 i. Department;

- j. Primary Worksite Name;
- k. Work Telephone Number;
- l. Work Extension;
- m. Work Email Address of the Employee;
- n. Home Street Addresses (incl. apartment #);
- o. Mailing Address (if different);
- p. City;
- q. State;
- r. ZIP Code (5 or 9 digits);
- s. Home Telephone Number (10 digits) (if available);
- t. Personal Cellular Telephone Number (10 digits) (if available);
- u. Personal Email Address of the Employee (if available);
- v. Hire Date.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

2.3.1.2 A list of the names and information described in Article 2.3.1.1 above for all newly hired employees within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

"Newly hired employee" means any full-time bargaining unit employee hired by the District. It also includes all employees who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-faculty position) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the bargaining unit.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Association access to a secure electronic site within which the above information is available.

2.3.2 Upon request, the District shall provide the Association treasurer with a list showing each Unit Member's regular annual salary (exclusive of any extra pay [EP] amounts) for the previous month. Human Resources shall supply this information.

2.4 Board Agenda

2.4.1 The Association shall be provided access to the public Board packet prior to each regularly scheduled Board meeting at the same time that the packet is sent to the Trustees. In addition, access shall be provided to the

Association designee(s) at Woodland Community College and the Clear Lake campus.

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

2.5 Association Released Time

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

2.5.1 For each year of the contract, 1.4 FTEF released time paid for by the District shall be allowed the Association to conduct its business.

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

2.5.2 For each year of contract negotiations, an additional 1 FTEF (total of 2.4 FTEF) release paid for by the District shall be allowed the Association, which may be apportioned as the Association so desires.

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

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

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

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

The Association shall send notification of release time distribution to the appropriate College Vice President or supervising administrator, with copies to the Chief Human Resources Officer and to each of the Deans, or appropriate supervising administrators, responsible for scheduling the released Unit Members.

2.6 The Association shall have the right to have its attorney present in all negotiation sessions and shall notify the District as far in advance as possible whenever the Association intends to have its attorney in a session.

2.7 New Employee Orientation

2.7.1 "New employee orientation" refers to the process by which a newly hired unit employee - whether in person, online, or through other means or media - is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

- 1 2.7.2 The District shall provide the Association with access to its new employee
2 orientations. The Association shall receive not less than ten (10) days'
3 notice in advance of an orientation, except that a shorter notice may be
4 provided in a specific instance where there is an urgent need critical to the
5 District's operations that was not reasonably foreseeable.
- 6 2.7.3 In the event the District conducts group orientations with new employees,
7 the Association shall have one (1) hour for Association representative(s) to
8 meet with the new employees during the orientation session.
- 9 2.7.4 Regardless of orientation mode conducted by the District, the Association
10 will have the right to meet with the new employee(s) face to face for one (1)
11 hour for the Association Orientation on the appropriate college campus or
12 District Site.
- 13 2.8 Upon filing an application form provided by the District, each Unit Member shall
14 have the right to have deductions of at least \$1 per item made from his/her monthly
15 salary for the following:
- 16 2.8.1 Dues to the Faculty Association of Yuba Community College District
17
18 Not later than the tenth (10th) of each month, the dues shall be deposited
19 to the bank account designated by the Association Treasurer.
- 20 2.8.2 Dues to the Faculty Association of California Community Colleges
- 21 2.8.3 Dues to a professional association if at least five Unit Members request a
22 deduction for the same organization
- 23 2.8.4 Purchase of tax-deferred annuities approved by the District pursuant to IRS
24 regulations
- 25 2.8.5 Purchase of Section 529 college investment plans approved by the District
26 pursuant to IRS regulations
- 27 2.8.6 Payment to a credit union
- 28 2.8.7 Premiums for insurance sponsored by a professional association, the
29 Association, or the District
- 30 2.8.8 Contributions to any special fund administered by the District, the
31 Association, or both
- 32 2.8.9 Contributions to a student loan fund or a student assistance fund
33 administered by the District
- 34 2.8.10 Contributions to any tax-exempt charitable organization, if at least ten (10)
35 District employees request a deduction for the same charitable organization
- 36 2.8.11 Contributions to the YCCD Foundation
- 37 2.8.12 Such other payments or contributions as may be mutually agreed upon by
38 the District and the Association
- 39 2.9 No deduction shall be permitted during the term of this Agreement for the payment
40 of any dues or contributions to any employee organization defined in Government
41 Code Section 3540.1 other than the Association.

2.10 The District shall honor the terms of the employee's written authorization for payroll deductions, and shall not put into effect any new, changed, or discontinued deduction unless the employee directs a request to the Association, the Association directs the request to the District, and the change is in the District Payroll Office prior to the 10th of the month.

2.11 The Association agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever and against any claim or suit instituted against the District arising from its collection and deduction of Association membership dues.

2.12 Consultation

2.12.1 The Association shall have the right to consult on educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and changes to the Faculty Handbook. The Association and the District shall mutually agree on matters dealing with working conditions. "Consultation" shall be defined as "when the parties involved meet and confer in good faith for the purpose of exchanging ideas and meaningfully considering those ideas."

2.12.2 The District and the Association shall respect written Agreements between the parties. The District shall maintain its relationship with the Association concerning collective bargaining as required by law.

2.13 Injunctive Relief

Nothing herein shall preclude the Association from seeking injunctive relief if it feels the District's action in declaring an emergency is inappropriate.

2.14 Association Member Titles

2.14.1 Professor - A tenured full-time Unit Member. The title shall be Professor of "the major discipline."

2.14.2 Associate Professor – A non-tenured, full-time tenure track Unit Member. The title shall be Associate Professor of "the major discipline."

2.14.3 Instructor – A non-tenured, full-time non-tenure-track Unit Member. The title shall be Instructor of "the major discipline."

2.14.4 Professor Emeritus – A professor retired from the Yuba Community College District. The title shall be Professor Emeritus of the "major discipline."

2.15 Personnel Files

2.15.1 There shall be one personnel file for each Unit Member. The personnel file for each Unit Member shall be maintained by the District in the Human Resources Department. The file shall consist of records of employment with the District, records of educational advancement, and other work experience pertaining to the status of the faculty member's employment with the District, leave forms, transcripts, recommendations, evaluations, correspondence pertaining to the member, and faculty service area designations.

2.15.2 A Unit Member may inspect his/her personnel file during normal business hours. A Unit Member may, upon his/her written authorization, designate an Association representative to review the file in the presence or absence of

the Unit Member. The District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District administrators and supervisors and authorized Human Resources Department staff.

2.15.3 The District shall keep a log indicating the persons (other than persons whose duty it is to maintain the files) who have examined a personnel file, as well as the date such examinations were made.

2.15.4 All reviews shall be done in the presence of a management employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.

2.15.5 Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt by the District.

2.15.6 Any material placed in a Unit Member's personnel file must be signed and dated by the originator and the management person responsible for placing it in the file, and a copy of all materials shall be given to the Unit Member prior to the time of insertion in the personnel file. No anonymous letters or materials shall be placed in a Unit Member's personnel file.

2.15.7 In the case of derogatory materials, such material shall not be entered in a Unit Member's personnel file unless and until the Unit Member is given notice and an opportunity to review, comment, and have such comments attached to the material in question. The Unit Member has ten (10) working days to review and comment on any material of a derogatory nature before it is placed in his/her file. If additional time is needed, the Unit member may request a time extension from the Human Resources Department.

2.15.8 Materials not included in the personnel file include ratings, reports and records obtained prior to employment of the Unit Member, and any other materials related to application for positions other than permanent certificated positions within the District.

2.15.9 In accordance with Title 5, Section 59023, personnel records are classified as records which must be retained permanently.

ARTICLE 3.0 – DISTRICT RIGHTS

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the institution in accordance with the law, provided, however, the District acknowledges that such powers are circumscribed by the provisions of this Agreement as set forth herein, including the provisions in Title 5 of the Administrative Code. Included in the duties and powers of the District are the right to:

3.1.1 Determine its organization

3.1.2 Direct the work of its employees

3.1.3 Determine the times and hours of operation

3.1.4 Determine the kinds and levels of service to be provided and the methods and means of providing them

- 3.1.5 Approve educational policies, goals, and objectives developed through the consultative process
- 3.1.6 Insure the rights and educational opportunities of students
- 3.1.7 Determine staffing patterns – determine the number and kinds of personnel required
- 3.1.8 Maintain the efficiency of District operations
- 3.1.9 Approve the curriculum as developed through the consultative process
- 3.1.10 Build, move, or modify facilities as per the Capital Projects Master Plan
- 3.1.11 Establish processes for budget development and determine budgetary allocation through the consultative process
- 3.1.12 Determine the methods of raising revenue and contract out work
- 3.1.13 Take action on any matter in the event of an emergency
- 3.2 In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees, but such actions cannot abrogate the rights granted pursuant to this Agreement, and the exercise of such rights must at all times be conducted within the terms of this Agreement. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the provisions of this Agreement, which shall supersede and prevail over any general statement of “District Rights” to the contrary.

ARTICLE 4.0 – LEAVES

4.1 Regulating Absences - General Provisions

- 4.1.1 A Unit Member may be absent from work during required periods of service, providing the applicable policies and procedures as stated in this article have been properly implemented.
- 4.1.2 Absence for any other reason shall constitute an “unauthorized absence.” Unit Members shall not be entitled to salary compensation during periods of unauthorized absence from work during required periods of service.

Unit Members on “unauthorized absence” for a period longer than 30 days shall be responsible for reimbursing the District for health benefits expense for the month(s) of the unauthorized absence.
- 4.1.3 Except in an emergency (such as injury or illness in one’s immediate family or serious damage to one’s property), the Unit Member must notify his/her immediate supervisor in advance of the intent to be absent so that students can be notified.
- 4.1.4 Injury and illness involving Unit Members (or absence from class for any reason): A Unit Member who is unable to report for duty is required to notify his/her immediate supervisor each day by 8 a.m. if possible. If a Unit Member becomes ill or an emergency arises during the day, he/she should notify the immediate supervisor if it becomes necessary to leave campus.

1 4.1.5 Upon return to duty, the Unit Member shall complete and file with the
2 immediate supervisor a "Report of Absence" for all contract days, or portions
3 of contract days missed. The immediate supervisor will sign and forward the
4 form to the Human Resources Office.

5 4.2 Sabbatical Leaves

6 4.2.1 Annually, sabbatical leaves shall be granted to eligible Unit Members (refer
7 to Article 27.4) for the purpose of carrying out an approved program of study
8 or travel which will enable the Unit Member to provide improved service to
9 the District and its students. Consideration will be given to Unit Members
10 who are applying for sabbaticals to participate in programs which involve
11 one or more of the following categories:

- 12 • Advanced academic study;
- 13 • A professional study project or travel itinerary which constitutes an
- 14 organized program with clear objectives;
- 15 • Study through work experiences which enable professors to respond to
- 16 changing educational conditions and student needs.

17 [Education Code § 87767]

18 4.2.2 Unit Members not excluded by Article 27.4 who have satisfactorily
19 completed at least six (6) consecutive years of full- time service in this
20 District will be eligible to apply for a sabbatical leave. Normally, sabbatical
21 leaves will be completed within one academic year. However, Unit Members
22 may take the leave in two separate semester periods with prior approval
23 from the Leave Approval Committee provided the total leave is completed
24 within a three-year period. Any period of service between the separate
25 semesters shall comprise a part of the service required for a subsequent
26 sabbatical leave. An approved leave, while not constituting a break in
27 continuity of service, will not count as one of the six (6) years required for
28 sabbatical eligibility. The applicant may apply during the sixth (6th) or later
29 consecutive year of service. No sabbatical will be granted within two (2)
30 years of completing an unpaid leave of absence of 26 percent or more of
31 the required days of attendance.

32 4.2.3 The District shall allocate funds in the District Budget each fiscal year for
33 financing of sabbatical leaves totaling four (4) FTEF. In the case of financial
34 hardships where a reduction in force leads to full-time faculty layoffs in
35 accordance with California Education Code, the District may forgo the
36 financing of sabbatical leaves for that academic year.

37 4.2.4 Leaves granted will be distributed among the two colleges of the District so
38 as not to impair the instructional or student services programs.

39 4.2.5 All applications shall be formally submitted to the Leave Approval
40 Committee through the Vice Chancellor of Educational Planning and
41 Services Office not later than October 15, or two (2) weeks after the
42 Sabbatical Leave Workshop, whichever date is later, of the previous
43 academic year.

44 4.2.6 The Leave Approval Committees shall be composed of the Vice Chancellor
45 of Educational Planning and Services, two (2) Unit Members appointed by

the Academic Senate(s), two (2) Unit Members appointed by the Association, and college presidents. Immediate supervisors shall be utilized as non-voting resource people.

4.2.7 The Leave Approval Committees shall provide the recommended leave applications to the Chancellor for approval. If the Chancellor denies a leave application, the unit member and the Leave Approval Committee shall be notified in writing of the reasons, which shall not be arbitrary.

4.2.8 Criteria used for ranking sabbatical leave applications and evaluation procedures shall be developed by the Academic Senate(s) and the Leave Approval Committee as named in 4.2.6.

4.2.9 By the end of the semester immediately following the sabbatical, the Unit Member who has completed a sabbatical leave will submit to the Leave Approval Committee a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, shall be forwarded through the District Chancellor's office to the Board. The individual shall also make an oral report to the faculty and to the Board if requested by the Leave Committee.

4.2.10 Pursuant to Education Code section 87770, the applicant will agree to serve the District immediately following completion of the sabbatical for at least twice the time of the leave granted.

4.2.11 Compensation while on sabbatical leave shall be 95 percent of the Unit Member's range and step computed in accordance with the salary schedule in effect during the period of leave with 5 percent of sabbatical compensation (i.e., 5 percent of the 95 percent) held pending 4.2.11.1. A sabbatical leave will be counted as service and step movement on the salary schedule.

4.2.11.1 Upon Leave Approval Committee acceptance/approval of the written report within the required timeline (4.2.9), the 5 percent will be returned to the Unit Member by the next pay period.

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

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

4.2.11.4 Unit Members may elect to receive full CalSTRS service credit for a sabbatical leave by paying their own contribution for the difference between the 95 percent service credit and the 100 percent service credit. It is recommended that three months prior to returning from sabbatical, the Unit Member contact CalSTRS and request a Redeposit Form (i.e., buyback). The Unit Member may pay his/her

1 portion of the service credit only upon completion of the sabbatical;
2 and by requesting the form ahead of time, the Unit Member will be
3 able to pay less interest.

4 4.2.12 Change of Sabbatical Program

5 4.2.12.1 Once the sabbatical leave request has been approved, it is
6 understood that the applicant will, as a minimum, fulfill the
7 approved program within the agreed upon time lines.

8 4.2.12.2 Any deletion or modification of items in the approved program shall
9 be made only after an amended plan has been submitted and
10 approved, using the same procedure as applies to the original
11 leave request.

12 4.2.12.3 Any variation from this, without written permission, will be
13 considered an abrogation of the sabbatical agreement and may
14 render the time void for service credit and experience on the salary
15 schedule and for the accrual of sick leave and will cause the salary
16 withheld to be forfeited to the District and placed in the Retiree
17 Benefit Fund. Such decision shall be determined by the Leave
18 Approval Committee.

19 4.2.12.4 Should the Unit Member fail to complete an approved report (4.2.9)
20 and required post- sabbatical service to the District (4.2.10), the
21 District has the right to recover a pro-rata portion of the Unit
22 Member's sabbatical compensation and any related legal fees
23 pursuant to Education Code section 87771.

24 4.3 Sick Leave

25 4.3.1 At the beginning of each academic year, every full-time Unit Member shall
26 be credited with ten (10) days of sick leave annually, which shall accrue
27 from year to year without limit. Sick leaves for Unit Member illness or injury
28 (only) shall be earned at the rate of one (1) day per month: A 10- month Unit
29 Member will earn 10 days; an 11-month Unit Member will earn 11 days; and
30 a Unit Member hired for less than 10 months will have sick leave prorated
31 at the rate of one (1) day per month of the term of service.

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

34 4.3.2 Credit for sick leave need not be accrued prior to taking sick leave by the
35 Unit Member; such leave may be taken any time during the fiscal year, not
36 to exceed the balance of the Unit Member's sick leave entitlement through
37 June 30 of that academic year.

38 4.3.2.1 In the event that a Unit Member has exhausted his/her sick leave,
39 the District shall grant the Unit Member up to ten (10) days of sick
40 leave in addition to that accrued in anticipation of the Unit
41 Member's accruing such leave after he/she returns to duty.

42 4.3.2.2 Should the Unit Member fail to return to duty after having been
43 granted the additional days, the Unit Member shall reimburse the
44 District for the days advanced. The reimbursement amount will be
45 calculated as a day being equal to 1/176th of the Unit Member's

- regular annual salary; i.e., the reimbursement shall be at the pro-rata rate.
- 4.3.2.3 The District shall allow Unit Members to donate a total of two (2) days of sick leave each academic year to another Unit Member or Members who have exhausted all accumulated sick leave.
- 4.3.2.3.1 Unit Members shall be allowed to receive donated leave with medical verification outlining the term of the leave.
- 4.3.2.3.2 A Unit Member is eligible to receive donated leave up to a maximum of 110 days
- 4.3.2.3.2.1 Upon exhaustion of donated leave, the District will provide an additional 10 days of catastrophic leave to be utilized by Unit Members.
- 4.3.2.3.2.2 Once a Unit Member has returned from a medical leave during which donated leave was utilized, the Unit Member is not eligible to accumulate additional donated leave for a term of 6 months.
- 4.3.3 Any Unit Member who is on paid status while on sick leave, sabbatical, or other paid leave shall continue to earn all employee leave benefits to which entitled. A Unit Member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.
- 4.3.4 If absence because of illness or injury extends beyond the foregoing allowance, the employee may be eligible for "five-month law" benefits. If the employee provides the District with an acceptable medical verification, the employee shall receive 50 percent of their regular salary during the period of the absence (California Code, Education Code - EDC § 87786). The benefit provided in this article shall not be cumulative from year to year nor shall an employee be credited with more than one (1) entitlement of the "five- month law" benefit for a single illness or injury. This benefit is available to the employee whether or not he/she is placed on long-term personal leave for health reasons by the Board. Long-term temporary employees are not eligible for this benefit.
- 4.3.5 Sick leave credit received by transfer from a previous school district of a new Unit Member shall be accepted pursuant to the provisions and limitations provided in the Education Code.
- 4.3.6 All sick leave rights or accumulations shall be canceled when a full-time Unit Member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions and limitations of the Education Code.
- 4.3.7 Any Unit Member shall have the right to utilize sick leave necessitated by pregnancy, adoption, miscarriage, stillbirth, childbirth, or recovery there from. In order to minimize disruption of the educational process, the Unit

- Member shall notify his/her appropriate Dean or supervising administrator as soon as practical to facilitate scheduling.
- 4.3.8 Unit Members shall be provided with an accounting of accumulated sick leave by August 31 each year.
- 4.3.9 Any Unit Member using sick leave benefits under provisions of this Article shall provide the appropriate supervising Dean or administrator with a signed "Report of Absence" form upon return to duty.
- 4.3.9.1 The District may require a statement from a physician verifying the necessity of such absence.
- 4.3.9.2 Periodical medical reports may be required during extended absence of a Unit Member, if so requested by the District.
- 4.3.9.3 Unit Members returning to work from illness absence may be required to present a physician's release verifying medical permission to return to work, including restrictions, if any.
- 4.3.10 The Unit Member shall notify the appropriate supervising Dean or administrator as soon as practically possible so that arrangements can be made for cancellation of class or obtaining a substitute. If the Unit Member becomes ill or another emergency arises during the day, he/she shall notify the appropriate supervising Dean or administrator of the absence (refer to Articles 4.1.3 and 4.1.4).
- 4.3.11 Sick leave may be utilized by any person placed under quarantine on the same basis as though the person had been ill.
- 4.3.12 The District may at its expense require an examination by a physician mutually agreed upon by the District and the Association to corroborate a Unit Member's ability to return to work or his/her ability to work because of injury or illness (refer to Article 4.1.5).
- 4.4 Sick Leave for Extra-Pay Teaching, Counseling, and Librarian Assignments
- 4.4.1 Unit Members whose employment is designated as EP assignment(s) employed on an hourly basis (other than Summer Session), shall earn sick leave credit at the rate of one (1) hour for each eighteen (18) hours of paid service. Sick leave credit will not be earned for any fraction of eighteen (18) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.
- By August 31 of each academic year, the District shall provide each Unit Member with a full accounting of accrued EP sick leave hours.
- 4.4.2 Reporting and verification will be in accordance with Article 4.3.9 above.
- 4.4.3 Notification of absence will be in accordance with Article 4.3.10 above.
- 4.5 Bereavement Leave
- 4.5.1 "Immediate Family" as used in this section means the mother, father, grandmother, grandfather, or grandchild of the Unit Member or of the Unit Member's spouse or domestic partner, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law,

domestic partner, foster child or any relative living in the immediate household of the Unit Member. [Education Code § 87788; Family Code § 297.5.]

4.5.2 Unit Members shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, or five (5) working days if out of state travel is required or the Unit Member needs to travel 200 miles or more one-way, per occurrence on account of death of any member of the Unit Member's immediate family. Such absence will not be deducted from sick leave. [Education Code § 87788.]

4.5.2.1 Should a unit member only qualify for three (3) working days of paid bereavement leave under Section 4.5.2, then the same member will qualify for two (2) additional unpaid days of leave. Such unpaid leave may be paid using sick leave or personal necessity leave.

4.5.3 An extension of bereavement leave may be requested under personal necessity leave.

4.5.4 Upon return to duty, the "Report of Absence" form shall be filed with the Unit Member's appropriate supervising Dean or administrator. The Unit Member shall provide verification satisfactory to the District.

4.5.4.1 The Associate Vice Chancellor of Human Resources or their designee may request documentation of the death of family member satisfactory to the District. The unit member must provide such appropriate verification within thirty (30) days of the first day of bereavement leave. Such bereavement leave shall be completed within three (3) months of the date of death of the family member.

4.5.4.2 Use of bereavement leave need not be consecutive; however, such leave shall be completed within three (3) months of the death of the family member. The District shall maintain the confidentiality of any Unit Member requesting bereavement leave except to internal personnel or counsel, as necessary, or as required by law. [Government Code § 12945.7(i).]

4.6 Reproductive Loss Leave

4.6.1 A Unit Member who experiences a reproductive loss event shall be entitled to take up to five (5) days of reproductive loss leave following such event. A "reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction, as defined in Government Code section 12945.6.

4.6.2 The leave need not be taken consecutively but must be completed within three (3) months of the reproductive loss event, or within three (3) months of the conclusion of any other leave taken pursuant to Government Code sections 12945 or 12945.2, whichever is later.

4.6.3 If a Unit Member experiences more than one reproductive loss event within a 12-month period, the District shall not be obligated to grant a total amount

of reproductive loss leave in excess of twenty (20) days within a 12-month period.

4.6.4 Reproductive loss leave shall be taken pursuant to any existing applicable leave policy of the District. A Unit Member may use accrued and available sick leave, or personal necessity leave that is otherwise available for this purpose. If no paid leave is available, the leave shall be unpaid.

4.6.5 The District shall maintain the confidentiality of any Unit Member's request for reproductive loss leave, except as necessary to effectuate the purpose of the leave. The District shall not retaliate against any Unit Member for requesting or taking reproductive loss leave. [Government Code § 12945.6.]

4.7 Leave Related to Qualifying Acts of Violence

4.7.1 A Unit Member who is a victim or whose family member is a victim of a qualifying act of violence (as defined in Government Code section 12945.8) shall be entitled to leave and reasonable accommodations as provided by law for reasons including, but not limited to: obtaining or attempting to obtain a temporary restraining order or other relief; seeking medical attention or psychological counseling; participating in safety planning; relocating; or attending judicial proceedings related to the qualifying act of violence.

4.7.2 Subject to the applicable leave length limits addressed in statute such unpaid leave shall not be charged against any accrued leave unless the Unit Member elects to use accrued paid leave, including sick leave, personal necessity leave, or other available paid time off.

4.7.3 The District shall comply with all notice, certification, confidentiality, non-discrimination, and non-retaliation requirements of Government Code section 12945.8. The District shall not discharge, discriminate, or retaliate against any Unit Member for exercising rights under this section. [Government Code § 12945.8]

4.8 Long-Term Disability Leave

4.8.1 Consistent with Education Code Section 87789, the District will grant a long-term leave of absence for any academic employee who has applied for and been certified/qualified by CalSTRS for a disability allowance.

4.8.2 Academic employees utilizing such leave as qualified by CalSTRS shall have the leave extended for the term of the disability, not to exceed 39 months from the time that the academic employee was determined to be eligible by CalSTRS.

4.9 Industrial Injury and Illness Leave

4.9.1 For an injury or illness which is job-incurred, and upon the written request of the Unit Member, he/she shall be provided leave benefits under the following provisions:

4.9.1.1 Allowable leave shall be sixty (60) days during which the colleges of the District are required to be in session or when the Unit Member would otherwise have been performing work for the District in any one academic year for the same injury.

- 1 4.9.1.2 Industrial injury or illness leave shall be reduced by one (1) day for
2 each day of authorized absence regardless of a temporary
3 disability indemnity award.
- 4 4.9.1.3 Allowable leave shall not be accumulated from year to year.
- 5 4.9.1.4 Industrial injury or illness leave shall commence on the first (1st)
6 day of absence.
- 7 4.9.1.5 When a Unit Member is absent from his/her duties on account of
8 an industrial injury or illness, he/she shall be paid such portion of
9 the salary due him/her for any month in which the absence
10 occurred and, when added to his/her temporary disability indemnity
11 under Division 4 or Division 4.5 (commencing with Section 6100)
12 of the Labor Code, will result in a payment to him/her of not more
13 than his/her full salary.
- 14 4.9.1.6 The phrase, "full salary," as used in this Article shall be computed
15 so that it shall not be less than the Unit Member's "average weekly
16 earnings" as that phrase is used in Section 4453 of the Labor Code.
17 For purposes of this Article, however, the maximum and minimum
18 average weekly earnings set forth in Section 4453 of the Labor
19 Code shall otherwise not be deemed applicable.
- 20 4.9.1.7 When an industrial injury or illness leave overlaps into the next
21 fiscal year, the Unit Member shall be entitled to only the amount of
22 unused industrial injury or illness leave due him/her for the same
23 illness or injury.
- 24 4.9.1.8 Upon termination of the industrial injury or illness leave, the Unit
25 Member shall be entitled to the benefits provided in Education
26 Code Sections 87781 and for the purposes of each of these
27 sections his/her absence shall be deemed to have commenced on
28 the date of termination of the industrial injury or illness leave,
29 provided that if the Unit Member continues to receive temporary
30 disability indemnity, he/she may elect to take as much of his/her
31 accumulated sick leave which, when added to his/her temporary
32 disability, will result in a payment to him/her of not more than his/her
33 full salary.
- 34 4.9.1.9 During any paid leave of absence, the Unit Member may endorse
35 to the District the temporary disability indemnity checks received
36 on account of his/her industrial injury or illness. The District, in turn,
37 shall issue the Unit Member appropriate salary warrants for
38 payment of the Unit Member's salary, and shall deduct normal
39 retirement, other authorized contributions, and the temporary
40 disability indemnity, if any, actually paid to and retained by the Unit
41 Member for periods covered by such salary warrants.
- 42 4.9.2 Periodic medical reports may be required during extended absence of a
43 Unit Member. Unit Members returning to work from industrial injury or illness
44 leave shall be required to present a doctor's release verifying medical
45 permission to return to work, including any restrictions.

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

4.10 Jury Duty

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

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

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

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

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

4.11 Military Leave

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

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

4.12 Personal Necessity Leave

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

4.12.2 Consistent with Education Code Section 87784, a Unit Member shall submit notification for personal necessity leave to his/her appropriate supervising Dean or administrator at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Such leave may be used at the election of the Unit Member who shall not be required to explain the reason.

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

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

4.13 Other Leaves of Absence; Other Conditions

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

- 1 4.13.2 Such leaves of absence without pay will terminate at the end of the
2 academic year, June 30 but may be extended or renewed with the approval
3 of the Board.
- 4 4.13.3 A member of the Association on unpaid leave of absence for 26% or more
5 of the required days of attendance shall be ineligible for step advancement
6 on the salary schedule.
- 7 4.13.4 The Board may, on the request of the Unit Member and upon the
8 recommendation of the Chancellor, grant a partial paid leave if the District
9 deems it to be in the best interest of the District and the Unit Member.
- 10 4.13.5 Unit Members who have been on approved paid or unpaid leave shall return
11 to an academic bargaining unit position unless mutually agreed otherwise.
12 Salary for those on paid leaves shall include any increments and be subject
13 to the salary schedule in effect upon date of return.
- 14 4.13.6 Members of the Association who are on approved unpaid leaves of absence
15 shall be eligible to participate in the District health and welfare benefit
16 program provided that the Unit Member pays the full cost of participation,
17 including the District contribution and the Unit Member contribution to the
18 premium for self and family members, if applicable.
- 19 4.13.6.1 To remain eligible for participation, the Unit Member shall remit the
20 full premium cost to the District not later than the last working day
21 of the month preceding the benefit coverage.
- 22 4.13.6.2 Unit Members who fail to remit premiums as provided above shall
23 be deemed to be ineligible for further participation in the benefit
24 program for the remainder of the unpaid leave. However, the Unit
25 Member shall be reinstated in the District health and welfare benefit
26 program upon full payment of premiums due, subject to Tri-County
27 Schools Insurance Group (TCSIG) provisions.

28 4.14 Family Care and Medical Leave

29 4.14.1 Parental Leave

30
31 Parental leave means leave for reason of the birth of a child of the Unit
32 Member, or the placement of a child with a Unit Member in connection
33 with the adoption or foster care of the child by the Unit Member.
34 [Education Code § 87780.1(f).]

35 4.14.2 Designated Person

36
37 “Designated person” means any individual related by blood or whose
38 association with the Unit Member is the equivalent of a family relationship.
39 The designated person shall be identified by the Unit Member at the time
40 the Unit Member requests the leave. The District may limit a Unit Member
41 to one designated person per 12-month period. [Government Code §
42 12945.2, as amended by AB 1041.]

- 43 4.15 The purpose of Family Care and Medical Leave is to provide a Unit Member with
44 the ability to take leave for the birth, adoption, or placement of a child; for
45 the serious health condition of the Unit Member, or the Unit Member’s

child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, domestic partner, or designated person; or for a qualifying military exigency, without jeopardizing employment status. [Government Code § 12945.2; 29 U.S.C. § 2601 et seq.]

- 4.16 Eligibility: A Unit Member who has been employed by the District for at least twelve (12) months and has at least 1,250 hours of service during the previous 12-month period shall be eligible for family care and medical leave in accordance with the statute. A Unit Member taking parental leave pursuant to Education Code section 87780.1 is not required to have 1,250 hours of service in order to be eligible for parental leave. [Ed. Code § 87780.1(d); Gov. Code § 12945.2.]

4.17 Reasons for Family Care and Medical Leave

- 4.17.1 The birth of the Unit Member's child and in order to care for such child.
- 4.17.2 The placement of a child with the Unit Member for adoption or foster care.
- 4.17.3 To care for the spouse, domestic partner, a child, a dependent grandchild, or a parent who has a serious health condition.
- 4.17.4 A serious health condition that renders the Unit Member unable to perform the functions of his/her position.
- 4.17.5 A qualifying exigency arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces ("qualified exigency").
- 4.17.6 To care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin ("military caregiver"). [29 Code of Federal Regulations section 825.127.]

4.18 Leave Parameters

- 4.18.1 A Unit Member may take a total of twelve (12) weeks of leave during any twelve (12) month period, or twenty-six (26) weeks for military caregiver leave. [29 Code of Federal Regulations section 825.127.]
- 4.18.2 In general, leave shall not be taken by the Unit Member intermittently or on a reduced leave schedule unless medically necessary. However, the taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the Unit Member is entitled pursuant to this Article.
- 4.18.3 A Unit Member may utilize the provisions of the Pregnancy Disability Leave Law (PDLL) concurrently with FMLA and subsequently with the California Family Rights Act (CFRA) for the purposes of bonding with the new child.
- 4.18.4 The District shall provide eligible Unit Members with paid Parental Leave pursuant to Education Code section 87780.1.
- 4.18.5 Maintenance of Insurance Benefits

1 4.18.5.1 Coverage - During any period that a Unit Member takes
2 Family and Medical Care Leave, the District shall continue
3 to provide the fully paid District group health and welfare
4 life insurance benefits for the duration of the leave at the
5 level and under the conditions coverage would have been
6 provided if the Unit Member had continued in employment
7 continuously for the duration of such leave.

8 4.18.5.2 Failure to Return from Leave - The District may recover the
9 premium that it paid for maintaining coverage for the Unit
10 Member under the group health and welfare benefits plan
11 during any period of unpaid Family and Medical Care
12 Leave if the Unit Member fails to return from leave after the
13 period to which the Unit Member is entitled has expired,
14 and the Unit Member fails to return to work for a reason
15 other than

16 4.18.5.2.1 The continuation, recurrence, or onset of a
17 serious health condition that entitled the Unit
18 Member to leave or

19 4.18.5.2.2 Other circumstances beyond the control of the
20 Unit Member.

21 4.18.6 Reinstatement Rights

22 4.18.6.1 Upon return from an approved family or medical care leave,
23 the Unit Member shall return to the same bargaining unit
24 position unless mutually agreed upon otherwise.

25 4.18.6.2 Family Care and Medical Leave shall not be considered a
26 break in service for longevity or seniority.

27 4.18.7 Notice by Unit Member

28 4.18.7.1 If the Unit Member's need for a leave pursuant to this
29 section is foreseeable, the Unit Member shall provide
30 notice in writing to the appropriate College Vice President,
31 with copies to the appropriate supervising Dean or
32 administrator and to the Chief Human Resources Officer
33 with reasonable notice of the need for the leave.

34 4.18.7.2 If the Unit Member's need for leave pursuant to this section
35 is foreseeable due to a planned medical treatment or
36 supervision, the Unit Member shall make a reasonable
37 effort to schedule the leave to avoid disruption to the
38 operations of the District, subject to the approval of the
39 health care provider of the individual requiring care.

40 4.18.7.3 The District may require that the Unit Member's request for
41 leave to care for a child, a spouse, or a parent who has a
42 serious health condition be supported by a certification
43 issued by the health care provider of the individual requiring
44 care.

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

4.19 Retraining Leave - Retraining Leave is a reassignment of a Unit Member for the purpose of the Unit Member gaining skills in a new area or improving skills in an existing area or when the program has been discontinued or reduced such that the Unit Member would not have a load. The length and percentage of the reassignment may vary according to the specific needs of the Unit Member to reach minimum qualifications and the needs of the District.

4.19.1 The District may assign a Unit Member to a Retraining Leave to prepare for a new teaching, counseling, or librarian assignment.

4.19.2 Retraining Leave also provides opportunity for study in order to update and upgrade skills for assignments as determined by District needs.

4.19.3 Program review may be one of the considerations in determining whether a Unit Member will be participating in a Retraining Leave.

4.19.4 The recommendations of the College Vice President or appropriate administrator may indicate areas where the training is needed.

4.19.5 Retraining Request

A Unit Member shall request retraining in writing. The written request must identify the area of interest for the Unit Member's retraining. Additionally, a Unit Member must identify the rationale for the need for retraining along with a proposed timeline and budget for retraining.

4.19.6 Retraining Plan

4.19.6.1 A contract and retraining plan shall be jointly defined by the Unit Member, the respective Dean or appropriate supervising administrator, and the appropriate College Vice President. At the Lake County campus, the plan shall be jointly defined by the Unit Member and the Executive Dean or appropriate administrator. These documents shall include but not be limited to an indication of the length and schedule of assignment; reimbursement to the Unit Member of costs, such as tuition, mileage, books, and supplies; and any service agreement following the retraining leave. The jointly agreed to final retraining plan submitted shall be approved by the appropriate College Vice President. In the event that the Unit Member, Dean or appropriate supervising administrator, and the appropriate College Vice President cannot reach a jointly developed agreement, the Unit Member may appeal to the appropriate College President. The appropriate President shall render a decision within ten (10) days of the appeal date.

- 1 4.19.6.2 While on retraining leave, the Unit Member shall receive
2 salary and benefits as if fully employed and shall receive
3 service credit for salary advancement and retirement.
- 4 4.19.6.3 A Unit Member must complete the retraining plan, as
5 outlined in 4.19.6.1 within 24 months of beginning the plan.
6 This plan may be extended at the discretion of the District
7 based on the need for retraining.
- 8 4.19.6.4 A Unit Member, after completing the retraining plan, shall
9 contract to serve the District for a period equal to the length
10 of leave. Failure to render the service contract will require
11 that the Unit Member repay the District for the cost of the
12 retraining leave.
- 13 4.19.7 A Unit Member may request participation in retraining but is not
14 required to do so. In the event that a Unit Member does not choose
15 to participate in retraining, he/she may pursue other opportunities,
16 such as retirement or resignation. CalSTRS reduced workload may
17 also be pursued, contingent upon District approval.

18 4.20 Load Banking Leave

- 19 4.20.1 Eligibility for Leave - Tenured Unit Members who teach overloads
20 without additional compensation may accrue up to a maximum of
21 thirty (30) equivalent load banking units which may be applied
22 towards a Load Banking Leave.
- 23 4.20.1.1 Load banking units may not be taken in excess of the EP
24 limit of 18 units, as provided for and subject to the limits in
25 Article 13.3. By way of example, a Unit Member may teach
26 up to 18 units of EP in any academic year and elect to bank
27 all 18 units; however, no additional units beyond the limit
28 may be taught.
- 29 4.20.1.2 Every twenty (20) earned EP units is equivalent to 15 load
30 banking units.
- 31 Twenty (20) Earned Semester Units = 15 Load Banking
32 Units = 1 Semester Leave.
- 33 Forty (40) Earned Semester Units = 30 Load Banking Units
34 = 2 Semesters Leave.
- 35 4.20.1.3 A new agreement with the scheduling Dean or appropriate
36 supervising administrator and the appropriate College Vice
37 President must be signed prior to the start of the semester
38 or contract year in which the load-banked EP assignment
39 occurs. The Unit Member must complete a Load Bank
40 Agreement form from the Human Resources Office prior to
41 the Load Bank assignment.
- 42 4.20.1.4 A minimum of fifteen (15) load banked units must be
43 accrued prior to taking the leave.
- 44 4.20.1.5 A Unit Member may bank intersession classes but not
45 summer session classes.

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

4.20.2 Duration and Timing of Leaves

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

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

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

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

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

4.20.2.5 Should Load Banking Leave no longer be a contractual right, the Unit Member retains the same options as delineated in Article 4.20.2.2.

4.20.3 Application for Leave

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

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

4.20.3.3 The approved request shall be reviewed by the appropriate College Vice President and forwarded to the Chief Human Resources Officer.

4.20.4 Salary and Benefits

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

- 1 4.20.4.1 Except as described in Article 4.20.2.2, tenured Unit
2 Members are not entitled to payment for any accumulated
3 leave within the thirty (30) hour maximum unless separated
4 from the District due to retirement, termination, or death.
- 5 4.20.4.2 A Unit Member may use his/her banked leave in
6 conjunction with the Reduced Workload Program.
- 7 4.20.4.3 A Unit Member may use his/her banked leave in
8 conjunction with the member's final year prior to retirement
9 from the District.

10 **ARTICLE 5.0 – TRANSFERS**

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

17 **5.1 Definitions**

- 18 5.1.1 "Primary Worksite" is the site where the Unit Member was
19 originally hired to teach or the site where the Unit Member is
20 currently assigned as the result of a transfer.
- 21 5.1.2 "Partial-Load Transfer" as used in this Article is one in which
22 the Unit Member is assigned to teach a portion of his/her
23 regular load at a site other than the Primary Worksite.
- 24 5.1.3 "Full-Load Transfer" as used in this Article is one in which a
25 Unit Member is assigned to teach all of his/her regular load at
26 a site other than the Primary Worksite.
- 27 5.1.4 "District-initiated Transfer" as used in this Article is one that is
28 initiated by the District because of a reduction in force (RIF)
29 and may be a Partial-Load Transfer or a Full-Load Transfer.
- 30 5.1.5 "Requested Voluntary Transfer" as used in this Article is one
31 initiated by a tenured Unit Member and may be a Partial-Load
32 Transfer or a Full-Load Transfer.
- 33 5.1.6 A "position available for transfer" shall mean a teaching,
34 counseling or librarian position within the Faculty Association
35 Unit that the District wishes to fill. The position may be
36 advertised concurrently until the determination for a
37 Requested Voluntary Transfer is made.

38 **5.2 General**

- 39 5.2.1 The District shall assign Unit Members to teaching,
40 counseling, and librarian positions based upon the District's
41 needs.

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

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

4 5.3 Requested Voluntary Transfer

5 5.3.1 The District shall post a notice of every "position available for
6 transfer" on the District website for ten (10) days, as well as
7 notify each tenured Unit Member by District e-mail, within
8 which time period tenured Unit Members may request in
9 writing a voluntary transfer.

10 5.3.2 A tenured Unit Member is eligible for transfer under the
11 provisions of this article only if the position "available for
12 transfer" is within the Unit Member's discipline, and the Unit
13 Member possesses the minimum qualifications for the position
14 and has taught (or served as counselor or librarian) a
15 minimum of 40% in the discipline as part of regular load during
16 any of the prior two years while employed by the District. At
17 the discretion of the college president of the campus to which
18 transfer is requested, the unit member may be ineligible for
19 transfer if his/her most recent summary evaluation was
20 deemed "unacceptable" or if there are formal charges of
21 discipline pending as defined by California Education Code
22 87730-87740 against the Unit Member.

23 If the Unit Member is eligible, no hiring committee is needed
24 and the District shall transfer the tenured Unit Member to the
25 new assignment.

26 5.3.3 If more than one tenured Unit Member eligible for transfer
27 under 5.3.2 above requests a transfer to the same position
28 available for transfer, the District shall allow those tenured Unit
29 Members to have interviews with a faculty and administration
30 interview committee at the college to which transfer is
31 requested.

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

35 5.3.4 A tenured Unit Member who initiates a Requested Voluntary
36 Transfer shall not receive mileage.

37 5.4 District-initiated Transfers

38 5.4.1 The District shall consider the following factors when a
39 District-initiated transfer affects more than one Unit Member
40 because of a RIF: (1) the Unit Member's length of service to
41 the District; i.e., seniority, and (2) the qualifications and
42 demonstrated ability of the Unit Member to perform the
43 required services; i.e., minimum qualifications.

44 5.4.2 District-initiated transfers shall not be made in an arbitrary,
45 capricious, nor discriminatory manner, nor shall discipline be

a factor when a District- initiated transfer is considered by the District.

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

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

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

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

ARTICLE 6.0 – EVALUATION

All forms relating to evaluations are in Exhibit D

6.1 Purpose: These procedures are to improve instruction and delivery of student services, to provide a basis for Unit Member professional growth, and to comply with California State/Community College laws and regulations.

6.2 Definitions

6.2.1 A Tenure Track Unit Member is a Contract Unit Member.

6.2.2 A Tenured Unit Member is a Regular Unit Member.

6.2.3 A Non-Tenure Track Unit Member is a temporary Unit Member. Some Non-Tenure Track Unit Members are funded by funds other than unrestricted District general funds.

- 1 6.2.4 A Peer evaluator is a tenured Unit Member who agrees to
2 participate in the evaluation of another Unit Member and/or an
3 adjunct academic employee.
- 4 6.2.5 An Evaluation Committee is composed of all of the individuals
5 selected or required to participate in the evaluation of a Unit
6 Member.
- 7 6.2.6 Evaluatee is the Unit Member being evaluated.
- 8 6.2.7 Immediate Supervisor is the educational supervisor or
9 manager to whom the Unit Member being evaluated directly
10 reports.
- 11 6.2.8 Second Level Administrator is an educational supervisor or
12 manager to whom the immediate supervisor reports
13 (Appropriate College Vice President or President).
- 14 6.2.9 Evaluatee Peer is a tenured Unit Member selected by the evaluatee.
- 15 6.2.10 Department Peer is a tenured Unit Member selected by full-
16 time Unit Members within the same department to represent
17 the discipline in the evaluation process. If no peer from the
18 same department is available, a peer from a closely related
19 department shall be selected.
- 20 6.2.11 Senate Peer is the tenured Unit Member selected by the
21 Academic Senate to represent the Academic Senate in the
22 evaluation process.
- 23 6.2.12 Student evaluators are any students enrolled in a class being
24 taught or using a service by the evaluatee during a period of
25 evaluation who complete the appropriate student surveys.
- 26 6.2.13 Temporary evaluation file refers to the package of required
27 written materials as they are being generated during the
28 evaluation of an evaluatee.
- 29 6.2.14 Chair of the Evaluation Committee (Chair) is the immediate
30 supervisor of the Unit Member or the supervisor's designee.
31 Under special circumstances, this could be the second level
32 administrator (see Article 6.2.8).
- 33 6.2.15 Evaluation rating definitions
- 34 6.2.15.1 Exemplary: The Unit Member consistently
35 exceeds the expectations of their contractual
36 duties.
- 37 6.2.15.2 Exceeds Expectations: The Unit Member often
38 exceeds the expectations of their contractual
39 duties.
- 40 6.2.15.3 Satisfactory: The Unit Member has satisfactorily
41 fulfilled their contractual duties.
- 42 6.2.15.4 Needs Improvement: The Unit Member has
43 satisfactorily fulfilled most of their contractual

duties; however, there are significant recommendations for improved performance.

6.2.15.5 Unsatisfactory: The Unit Member has not satisfactorily fulfilled most of their contractual duties.

6.2.15.6 Emergencies are situations out of the ordinary that are beyond the Unit Member's or supervisor's control.

6.3 Schedule and Intervals of Evaluation

6.3.1 An official list of Unit Members to be evaluated and a schedule of due dates shall be published annually by August 1 by the Associate Vice Chancellor of Human Resources to allow those concerned with evaluations to meet their evaluation responsibilities. Distribution shall be to the appropriate College President's academic administrator designee and the President of the appropriate Academic Senate.

6.3.2 In the event of an emergency situation when a Unit Member has not received a timely evaluation as required by this Article, the Unit Member may be evaluated in the subsequent semester or academic year.

6.3.3 If a Unit Member has not received a timely evaluation as required by this Article due to a non-emergency situation, future evaluations shall be scheduled according to Article 6.5.

6.4 Participants in Evaluation: Each evaluation shall be conducted by administration, peer Unit Members, and students.

6.5 Frequency of Evaluation for Tenure Track, Tenured and Non-Tenured Unit Members:

6.5.1 Each Tenure Track Unit Member shall be evaluated each fall semester in their first four years of employment. A spring semester evaluation may occur according to the provisions of Articles 6.5.2 and 6.5.3.

6.5.2 Each Tenured Unit Member must be evaluated once every third year. At the discretion of the Evaluation Committee, the evaluation shall be conducted and completed in either the fall or spring semester. The decision for a fall or spring semester evaluation shall be made during the initial meeting no later than the end of the sixth week of classes.

6.5.3 In their first four years of employment, Non-Tenure Track Unit Members shall be evaluated each fall semester. Further evaluation shall occur in each third year following. After the first four years of employment, the evaluation shall be conducted and completed in either the fall or spring semester at the discretion of the Evaluation Committee. The decision for a fall or spring semester evaluation shall be made during the initial meeting no later than the end of the sixth week of classes.

6.6 Duration of Evaluation for Tenure Track, Tenured and Non-Tenured Unit Member

Modality	Tenure-track	Tenured	Non-Tenure Track
Online	All evaluators shall be given access to the class in the Learning Management System for no longer than one week and using the Evaluator role.	All evaluators shall be given access to the class in the Learning Management System for no longer than one week and using the Evaluator role.	All evaluators shall be given access to the class in the Learning Management System for no longer than one week and using the Evaluator role.
Face to Face	Face-to-face and synchronous observations shall be between 50 and 90 minutes in length.	Face-to-face and synchronous observations shall be between 50 and 90 minutes in length.	Face-to-face and synchronous observations shall be between 50 and 90 minutes in length.

6.6.1 Anyone who evaluates an online class shall have experience or training in online delivery or evaluation.

6.7 Composition of Evaluation Committees for Tenure Track, Tenured and Non-Tenure Members

	Tenure-track	Tenured	Non-Tenure track- First 4 years	Non-Tenure Track- Post 4th year
Chair	Immediate or Secondary level Administrator or designee	Immediate or Secondary level Administrator or designee	Immediate or Secondary level Administrator or designee	Immediate or Secondary level Administrator or designee
Evaluatee Peer	Yes	Yes	Yes	Yes
Department Peer	Yes	No	Yes	No
Senate Peer	Yes	No	Yes	No

6.7.1 Each year prior to the end of the third week of classes, the evaluatee, departments, and Academic Senates will choose all peer evaluators needed to serve on all evaluation committees.

6.8 Evaluation Committee Responsibilities

6.8.1 Responsibilities of the Chair.

6.8.1.1 Meetings - The Chair shall call all necessary meetings and record and distribute the proceedings to the members. The Chair shall call and conduct the initial meeting by the sixth week of classes of the Evaluation Committee, at which the committee members will decide how to comply with the requirements of the process and by the eighth week of classes prepare a schedule for completing peer evaluations. The evaluatee shall be present during this meeting.

6.8.1.2 The Chair shall coordinate committee efforts to complete required aspects of the process in compliance with the approved evaluation process and provide for the collection and keeping of the temporary evaluation file.

6.8.1.3 Observation & Duration - Unit Members shall be notified in advance of an evaluation observation before an evaluator plans to enter their class or work area. The Chair shall make at least one scheduled face-to-face or online observation and record their impressions on a written and signed Faculty Observation Form (FT-2A, FT-2B, or FT-2C) to be shared with the evaluatee. An observation shall be arranged between the Chair and the evaluatee. Additional observations may be made if the immediate supervisor considers it helpful to the evaluation process. (See Article 6.6 for Duration and Article 6.15 Items of Evaluation).

6.9 Student Surveys

6.9.1 The Chair and peer evaluator(s) shall administer and collect the anonymous student survey for their respective assigned section by the conclusion of the observation period. The student surveys will be forwarded to the appropriate division office. The Chair shall attempt to ensure the lesser of 80% of all students served or 100 students total from the evaluatee's contract load classes or non-instructional assignments are surveyed. Remaining sections shall be surveyed by the Chair or administrative designee. Following a face-to-face classroom observation, evaluators should read the generic statement of directions providing students direction on how to access the online survey. The evaluatee should not be present during the survey process.

6.9.2 Post Observation Meeting - The Chair shall meet individually with the evaluatee and share their impressions resulting from the classroom visits or non-instructional assignments. After the Chair and evaluatee conclude their discussions, each will sign the Faculty Observation Form (FT-2A, FT-2B, or FT-2C) and the Chair will place in the temporary evaluation file.

6.9.3 Designee Observation - If the Chair fails to complete the initial classroom observation by the 12th week of the semester, the observation will be conducted by the College President or his/her academic administrator designee.

6.9.4 Faculty Evaluation Summary Form – The Chair shall compile the Faculty Evaluation Summary Form FT-1 prior to the Final Summary Meeting using the FT-2A, FT-2B, and FT-2C Forms forwarded by the peer evaluator(s). Rationale should be provided for the final summary evaluation and should include feedback from all members of the committee.

6.9.5 Final Summary Meeting – The Chair shall conduct a summary meeting by the end of the 18th week. (See Article 6.5.4.2)

6.9.6 Recommendation - The Chair shall prepare and forward any recommendation for tenure arising from the process to the appropriate Academic Senate President, Associate Vice Chancellor of Human Resources, and the appropriate College President.

6.10 Responsibilities of the Peer Evaluator(s)

- 6.10.1 Meetings – The peer evaluator(s) shall attend all meetings called by the Chair or scheduled by the committee and conduct themselves in a manner to keep all outcomes and proceedings of the committee confidential.
- 6.10.2 Observation and Duration - The peer evaluator(s) shall make at least one scheduled face-to-face or online observation and record their impressions on a written and signed Faculty Observation Report Form FT-2A, FT-2B, or FT-2C Form to be shared with the evaluatee. (See Articles 6.5.1.3 and 6.5.1.4 for Duration and Article 6.15 for Items of Evaluation)
- 6.10.3 Student Surveys –The peer evaluator(s) shall consult with the evaluatee regarding appropriate dates and times to administer the student surveys. In the online classes, the peer evaluator(s) shall administer the student survey at the beginning of the observation period and collect the anonymous survey feedback at the conclusion of the observation period.
- 6.10.4 Post Observation Meeting – The peer evaluator(s) shall meet individually with the evaluatee and share their impressions resulting from the classroom visits or non-instructional assignments. After the peer evaluator and evaluatee conclude their discussions, each will sign the Faculty Observation Report Form (FT-2A, FT-2B, or FT-2C) and forward it to the Chair for placement in the temporary evaluation file.
- 6.10.5 Final Summary Meeting – The peer evaluator(s) shall participate in the Final Summary Meeting to review all impressions and written materials that have been used in the evaluation process and to sign the Faculty Evaluation Summary Form (FT-1) to certify the evaluation was conducted in accordance with adopted procedures.
- 6.10.6 Appointment of Substitute Peer – If, in any year of the tenure process, any peer evaluator fails to perform their duties by the end of the 10th week, the Chair shall ask the appointing body to provide a substitute peer to complete the necessary duties by no later than the end of the 16th week. If any peer fails to complete their duties by the end of the 16th week, the evaluation will continue without participation of that peer.

6.11 Responsibilities of the Evaluatee

- 6.11.1 Prior to the end of the 3rd week of the semester, the evaluatee will choose their peer evaluator needed to serve on the evaluation committee. This only needs to occur in the first year of evaluation as this peer evaluator serves for each of the four years of evaluation. (See Article 6.7)
- 6.11.2 The evaluatee should supply each evaluator with a list of all additional professional activities on the Faculty Self-Study Form (FT-3) in addition to teaching and non-teaching assignments so that the evaluators may include these items on the Faculty Observation

Report Form (FT-2A, FT-2B, or FT-2C). These items may include advisor or committee participation, high school contacts, fund raising, participation on college committees and any other outside activities. The deadline for the Faculty Self-Study Form (FT-3) is the end of the 12th week of classes.

6.11.3 Attend initial meeting by the end of the 6th week of classes.

6.11.4 Attend Post Observation meetings scheduled individually between/with Chair and peer(s).

6.11.5 Attend Summary Evaluation meeting prior to the end of the 18th week of the semester.

6.12 Final Summary Meeting

6.12.1 At any subsequent meeting, prior to the final summary meeting, the Evaluation Committee may meet without the evaluatee. At the discretion of the committee, either the Chair or the entire committee will report the outcome of the meeting to the evaluatee.

6.12.2 For tenure-track and non-tenure track evaluations in the first four years, the Chair shall conduct a summary meeting by the 18th week of the semester at which the recommendation to re-employ should be made if the recommendation is positive. If there is an unsatisfactory or needs improvement in any of the three criteria on the Faculty Evaluation Summary Form (FT-1), the Chair will develop a Performance Improvement Plan (PIP) and present it to the Unit Member using the Faculty PIP Form (FT-4).

If a Performance Improvement Plan is initiated, the evaluation process is continued in the following semester, and the Evaluation Committee may delay its recommendation to reemploy until the fourth week of the following semester to give the committee more time to gather the additional information about the performance of the Tenure Track Unit Member.

6.12.3 Upon review of the total evaluation data during the Final Summary Meeting, during which the committee shall consider all objective sources of input, summarize the observations of the Committee members, and complete any required forms, the Evaluation Committee shall recommend the termination or continuation of the process.

6.12.4 The Associate Vice Chancellor of Human Resources will be advised by the appropriate College President or their academic administrator designee of any unsatisfactory academic performance, including any unsatisfactory academic performance of a nature that might prevent a future recommendation of tenure if applicable.

6.12.5 Evaluatee Disagreement - If the evaluatee disagrees with the committee overall rating on the Faculty Evaluation Summary Form (FT-1), the evaluatee may document additional comments, record areas of concern or disagreement, or request the process be continued in the spring semester. The evaluatee may do this by

submitting a separate Evaluation Exception Form (FT-5) to the Evaluation Committee by the end of the fall semester. The Chair shall meet with the Evaluation Committee to review and discuss the Evaluation Exception Form (FT-5), and the Evaluation Committee will determine further action. If the evaluation process is to continue for the Tenured or Non-Tenure Track Unit Member, an Academic Senate member mutually agreed to by the evaluatee may be added to the team, if requested by the evaluatee.

6.12.6 Committee Member Disagreement – If (a) committee member(s) disagree(s) with the committee overall rating on the Faculty Evaluation Summary Form (FT-1), they may file a separate Evaluation Exception Form (FT-5) by the end of the fall semester. Any aspect of the evaluation, including all evaluation forms, may be commented upon by the evaluatee, in writing.

6.12.7 Committee Spring Evaluation Recommendation - If the committee recommends that the process continue into the following spring semester:

6.12.7.1 The committee will state on the Faculty Evaluation Summary Form (FT-1) the reasons and a recommendation to continue the evaluation process to the fourth week of the spring semester. Further, the committee must state whether the full (6.12.7.2.1) or the abbreviated (6.12.7.2.2) process will be used.

6.12.7.2 The committee will determine the level of scrutiny needed to address the stated reasons for continuing the evaluation and:

6.12.7.2.1 Decide to continue the full evaluation process concluding by the end of the fourth week of the semester, or

6.12.7.2.2 Decide on an abbreviated evaluation process appropriate to satisfy any concerns that were expressed on the Faculty Evaluation Summary Form (FT-1). Any abbreviated evaluation process will be documented in writing on or attached to the Faculty Evaluation Summary Form (FT-1). and forwarded with the temporary evaluation file to the appropriate College President or their academic administrator designee by the end of the fourth week of the semester.

6.12.7.2.3 The committee will remain composed of the same individuals for the remainder of the academic year.

6.12.7.2.4 The Chair shall keep a copy of the temporary evaluation file, to which augmentations will be made during the spring semester.

6.12.7.2.5 There shall be an initial evaluation committee meeting called by the Chair no later than the end of the first week of the spring semester to initiate continuance of the evaluation process. The committee will review and plan how to implement the recommendation of the committee as

1 it was stated on the Faculty Evaluation Summary Form (FT-
2 1).

3 6.12.7.2.5.1 If the committee recommended that the full
4 evaluation process be applied, the process
5 conducted during the fall semester will be
6 repeated and concluded by the end of the fourth
7 week of the semester. Upon completion of the
8 process, a Faculty Evaluation Summary Form
9 (FT-1) will be completed and placed in the
10 temporary evaluation file. The file and all
11 augmentation documents will be forwarded
12 immediately to the appropriate College President
13 or their academic administrator designee. The
14 College President or their designee will send the
15 temporary evaluation file to the Associate Vice
16 Chancellor of Human Resources.

17 6.12.7.2.5.2 If the committee recommended less than the full
18 evaluation process, it will arrange to complete the
19 process by the end of the fourth week of the
20 semester. Upon completion of the process, a
21 Faculty Evaluation Summary Form (FT-1) will be
22 prepared and modified as appropriate before
23 placement in the temporary evaluation file. The file
24 with all augmentation documents will be forwarded
25 immediately to the appropriate College President
26 or their academic administrator designee. The
27 President or their designee will send the temporary
28 evaluation file to the Associate Vice Chancellor of
29 Human Resources.

30 6.12.8 When the evaluation process is completed, the evaluation
31 procedures conclude for the year. The Temporary Evaluation
32 File is completed and all documents are compiled and
33 forwarded to the office of the appropriate College President or
34 their academic administrator designee, who will surrender the
35 file to the Associate Vice Chancellor of Human Resources.

36 6.13 Summary evaluations shall be initially completed by the end of the
37 18th week of the semester unless there has been a determination to
38 continue the evaluation process into the spring semester as per
39 Article 6.12.7.

40 6.14 Performance Improvement Plan – If the Faculty Evaluation Summary
41 Form (FT-1) contains a rating of unsatisfactory or needs
42 improvement in any of the three criteria, the Chair will develop a
43 Performance Improvement Plan (PIP) and present it to the Unit
44 Member using the Faculty PIP Form (FT-4). The recommendations
45 in the PIP shall be specific, identify measurable actions required of
46 the evaluatee, and include a reasonable timeline to meet concerns.

- 1 6.15 Reemployment Recommendation for Tenure Track Unit Members
2 and Non-Tenure Track Unit Members in their first four years - Prior
3 to the end of February, the Associate Vice Chancellor of Human
4 Resources shall forward recommendations for re-employment and a
5 separate recommendation list, if applicable, for non-reemployment to
6 the Chancellor.
- 7 6.16 Instructional and Non-Instructional Duties - When the evaluatee is
8 assigned both to instructional and non-instructional duties, they may
9 be evaluated both as an instructional and as a non-instructional Unit
10 Member by assigning some of the Evaluation Committee to evaluate
11 instructional and others on the Evaluation Committee to evaluate
12 non-instructional duties. The evaluation conclusions from both will be
13 expressed on a single Faculty Evaluation Summary Form (FT-1).
- 14 6.17 The same calendar and procedures, which are used for the
15 instructional Unit Members, will be used for noninstructional Unit
16 Members.
- 17 6.18 If, in any year of the tenure process or the first four years of a Non-
18 Tenure Track Unit Member evaluation, an evaluation is not
19 completed by the Chair in accordance with the contractual deadlines,
20 the Chair may be replaced with the appropriate vice president
21 (VPI/VPSS) or mutually agreed upon designee and the process will
22 be completed within a timely manner and shall not delay granting of
23 tenure if applicable.
- 24 6.19 Notifications - Any recommendation for tenure arising from the
25 process is to be prepared and forwarded by the Chair to the
26 appropriate Academic Senate President, FAYCCD President,
27 Associate Vice Chancellor of Human Resources, and appropriate
28 College President.
- 29 6.20 Spring Hires - A Tenure Track Unit Member or Non-Tenure Track
30 Unit Member in their first four years who begins employment with the
31 District effective for the spring semester will undergo the same
32 evaluation process that is conducted during the fall semester, but
33 beginning with the peer selection and appointment by the end of the
34 3rd week of the semester, initial Evaluation Committee meeting by
35 the end of the 6th week of the semester, completion of peer
36 observations by the end of the 14th week of the semester, and
37 completion of the Summary meeting by the end of the 18th week of
38 the semester. These Unit Members will be evaluated again with the
39 full evaluation process in the following fall semester.
- 40 6.21 Tenure Track Unit Members who begin employment with the District
41 effective for the spring semester will NOT be able to count their first
42 spring semester of employment toward sabbatical leave or tenure
43 consideration.
- 44 6.22 By no later than the end of the 4th week of the Spring semester of
45 any year of the evaluation cycle for a Tenure Track Unit Member or
46 the first four years of evaluation for a Non-Tenure Track Unit
47 Member, the Evaluation Committee shall complete its review and

report its recommendations to re-employ or not re-employ and suggestions for improvement regarding the Tenure Track Unit Member. Suggestions for improvement shall not be required for Unit Members who have been notified that they will not be recommended for further employment with the District.

6.23 By no later than the end of the 4th week of the Spring semester of the fourth year of the evaluation cycle for a Tenure Track Unit Member, the Evaluation Committee shall review its findings, for that year and the previous years, and submit to the Associate Vice Chancellor of Human Resources, the appropriate College President and the appropriate Academic Senate President a report as to the satisfactory or unsatisfactory performance of that Tenure Track Unit Member and make a recommendation whether or not to grant tenure to that Tenure Track Unit Member.

6.24 A Tenure Track Unit Member shall have completed at least a 75% workload during the academic year to have that year be considered toward the attainment of tenure.

6.25 Tenure-track Evaluations: In cases where the college president disagrees with the Evaluation Committee's overall rating and process recommendation on the Faculty Evaluation Summary Form (FT-1), the college president shall confer with the Evaluation Committee and the FAYCCD President. If asked, the Evaluation Committee shall be present and shall have the opportunity to offer grounds for its decision.

If agreement can be reached, that recommendation shall be forwarded to the Chancellor.

If agreement cannot be reached, the college president and FAYCCD President shall forward to the Chancellor separate recommendations with justification. If the recommendations are different, the Board will be advised of the different recommendations.

6.26 Tenure-track Evaluations: When the recommendation to grant tenure is approved by the Board, the Unit Member shall be considered to be tenured and shall have full tenure status as of the date of the Board meeting.

6.26.1 Unit Members who receive an overall rating of "unsatisfactory" or "needs improvement" on the Faculty Evaluation Summary Form (FT-1), may be evaluated every year until a satisfactory evaluation is achieved or, at the recommendation of the Evaluation Committee, the process may be continued in the spring semester (see Article 6.12.7).

6.27 Evaluation documents shall include the following for each Unit Member evaluatee:

6.27.1 Faculty Observation Report Form (FT-2A, FT-2B, and FT-2C)
- Used by all peer evaluators and administrators to record classroom visits or related activity serving the evaluation process. Written statements on this form shall address the items of evaluation (Article 6.15) and the form shall be signed

by both the person preparing the form as well as the evaluatee. The comments on the form shall address the results of the classroom visit and the wider performance of the evaluatee in meeting the responsibilities of their position.

6.27.2 Student Surveys - Student surveys shall be distributed to students to survey their impressions of the performance of the evaluatee. Students are to provide written comments. The student responses are to be tallied.

- Student Survey for Face-to-Face Courses
- Student Survey for Online Courses
- Student Survey for Counselors
- Student Survey for Librarians
- Student Survey for Coaches

6.27.3 Any approved surveys which might be used for collecting impressions of students or others that are used in the evaluation of Unit Members shall be mutually agreed upon by the Unit Members within the same division, department, related discipline or faculty service area and the appropriate supervisor. The forms will be used for courses within the division, department, or related discipline. Such agreement may include specification of which courses require oral administration of the form or use of an ESL or sign language interpreter who is not the evaluatee.

6.27.4 Faculty Evaluation Summary Form (FT-1) certifies the completion of all required evaluation activities by the Evaluation Committee, state the committee's composite perspective based on information contained and documented in the Faculty Observation Report Form (FT-2A, FT-2B, or FT-2C) and student surveys, and signed by all members of the committee. The form will indicate the evaluation rating of the Unit Member in meeting all aspects of the assigned responsibilities of the position occupied by the evaluatee, whether instructional, non-instructional, or a combination of these.

6.27.5 Any alternative view statements generated and signed by the evaluatee or evaluators which might arise out of the Final Summary Meeting of the Evaluation Committee shall be documented on an Evaluation Exception Form (FT-5).

6.27.6 The Faculty Self-Study Form (FT-3) is used for the Unit Member to document professional development activities, committee work, and examples of progress towards proficiency in YCCD diversity, equity, inclusion, and accessibility (DEIA) and anti-racist competencies, and any additional information the Unit Member wishes to share with the evaluation committee.

- 6.28 Distribution of forms will be as follows for Unit Member evaluations:
- 6.28.1 Evaluatee will receive the copies of the Faculty Observation Report Form (FT-2A, FT-2B, or FT-2C), copies of the tallied student surveys, copies of the comments from the student surveys, a copy of the Faculty Evaluation Summary Form (FT-1), and, if the Faculty Evaluation Summary Form (FT-1) is not agreed to unanimously by the committee members, any copies of Evaluation Exception Form (FT-5).
- 6.28.2 The Temporary Evaluation File will contain originals of any Faculty Observation Report Form (FT-2A, FT-2B, and FT-2C) (or agreed to alternative forms), the original tally forms for the student surveys; original comments from the student surveys; the original Faculty Evaluation Summary Form (FT-1); and if the Faculty Evaluation Summary Form (FT-1) is not agreed to unanimously by the committee members, any original Evaluation Exception Forms (FT-5) documenting dissenting statements/forms/rebuttals.
- 6.28.3 Except for Tenured Unit Members and Non-Tenure Track Unit Members after their first four years being evaluated in the spring semester, the Temporary Evaluation File will be completed prior to the end of the fall semester and forwarded immediately to the appropriate College President or their academic administrator designee and will contain a recommendation to re-employ or not to re-employ the evaluatee. If the Evaluation Committee determines that the evaluation process should be continued during the spring semester, this will be stated on the Faculty Evaluation Summary Form (FT-1). The Faculty PIP Form (FT-4) will state the recommendations to the evaluatee for needed improvement of their performance. The Evaluation Committee will continue in operation and the chair will keep a copy of the temporary evaluation file for use by the committee during the spring semester.
- 6.28.4 Upon completion of the evaluation process in either the fall or the spring semester, the temporary evaluation file will be surrendered to the Associate Vice Chancellor of Human Resources.
- 6.29 Items of Evaluation - The following factors shall be considered in every evaluation of a Unit Member:
- 6.29.1 Performance of Assignment
- 6.29.2 Professionalism and Professional Responsibilities
- 6.29.3 Professional Growth
- 6.30 Procedures and Compensation for Evaluation of Part-Time Faculty
- 6.30.1 At the beginning of each academic year, full-time tenured divisional Unit Members shall select a pool of peer evaluators

representing the departments, faculty service areas or disciplines within that division for the purpose of evaluating part-time (hourly) faculty members.

In the event a department lacks a sufficient number of full-time tenured Unit Members who agree to perform the part-time evaluations, any full-time Unit Member who has completed at least two (2) years of full-time employment with the District (75 percent or more) and who has been approved by the Board as a third-year employee may perform part-time evaluations.

6.30.2 If sufficient names of peer evaluators are not forthcoming by the end of the 4th week of the semester for both fall and spring semester evaluations, the administration will notify the Association of that fact and request assistance in getting sufficient names.

6.30.3 If there are still not sufficient names of peer evaluators by the end of the 6th week for both fall and spring semester evaluations, the administration may select as peer evaluators any tenured Unit Members who have volunteered and who are acceptable to the administration.

6.30.4 Peer evaluators shall be paid \$400 or shall receive six (6) hours of flex credit per evaluatee and shall notify the District which option will be used before the evaluation begins. The evaluation and agreement must be turned in to Office of Human Resources before either a payment will be made or flex will be credited to the Unit Member.

6.30.5 The peer evaluator shall make a thorough, professional evaluation of the evaluatee, shall observe and conduct a student survey of one class taught by the evaluatee if necessary, and shall prepare all necessary documents using the proper forms. Face-to-face class observations shall take place during one class period and online class observations shall run no longer than seven days in duration.

6.30.6 Except in unusual circumstances as approved by the Associate Vice Chancellor of Human Resources, no one will serve as the peer evaluator more than ten (10) times per academic year.

6.30.7 Peer evaluators of part-time academic employee shall, in the case of off- campus evaluations, be compensated for mileage at the prevailing District rate or may use a District vehicle if available.

6.30.8 It is understood that peer evaluators, in implementation of their duties as outlined in Article 6 of this Agreement, are acting under the mandate and protection of AB 1725.

	Tenure-track	Tenured	Non-Tenure track- First 4 years	Non-Tenure Track- Post
--	---------------------	----------------	--	-----------------------------------

				4th year
List of FT faculty to be evaluated sent by HR	August 1	August 1	August 1	August 1
Notification of Peer Evaluators needed sent to Academic Senate by Chair	By Convocation	By Convocation	By Convocation	By Convocation
After 4 years, determine Fall or Spring evaluation	NA	End of 6 th week	NA	End of 6 th week
Peer Evaluators Assigned	End of 3 rd week	End of 3 rd week	End of 3 rd week	End of 3 rd week
Initial meeting	End of 6 th week	End of 6 th week	End of 6 th week	End of 6 th week
Peer evaluators	Reassignment if duties not done by 10 th week	NA	Reassignment if duties not done by 10 th week	NA
New Chair, if reassignment	12 th week	12 th week	12 th week	12 th week
New Peer, if reassignment	Duties done by 16 th week	NA	Duties done by 16 th week	NA
Observation	End of 14 th week	End of 14 th week	End of 14 th week	End of 14 th week
Student Surveys	End of 14 th week	End of 14 th week	End of 14 th week	End of 14 th week
Self-study Due	End of 12 th week	End of 12 th week	End of 12 th week	End of 12 th week
Final Summary meeting	By end of 18 th week	By end of 18 th week	By end of 18 th week	By end of 18 th week
PIP Finalized	4 th week of following semester	4 th week of following semester	4 th week of following semester	4 th week of following semester
Re-employment Recommendation sent by HR	End of February	End of February	End of February	End of February

ARTICLE 7.0 – WORKLOAD

7.1 It is mutually understood that the basis of the total workload assignment is a 40-hour work week, inclusive of all the obligations of the Unit Member. Those obligations include, but are not limited to classroom time, preparation time, office hours, professional responsibilities as defined in Article 7.1.5, and release time or reassigned workload as authorized in this Agreement.

7.1.1 A full-time load for Instructional Unit Members is 30 lecture hours per academic year with an average of 15 lecture hours equivalent per semester. Instructional Unit Members teaching a full-time load shall offer office hours four (4) hours per week.

7.1.2 Load for lab and nursing clinicals shall be .85 of a lecture hour or equivalent.

7.1.3 Unit Members assigned to non-instructional areas (including, but not limited to, Counseling, LD Specialists, Librarian, and Instructional Designer) shall have a load of up to 30 hours of assigned time per week plus four (4) office

hours per week (see Article 7.7.2). 2.67 clock hours of non-instructional duties are equivalent to one lecture hour of load.

7.1.4 Unit Members in the instructional areas of Psychiatric Technology and Radiologic Technology may be assigned from one (1) to six (6) units of clinical load each semester in order to complete required administrative duties including but not limited to duties related to program accreditation, state board reviews, clinical site evaluations, student applications, and student orientations. 2.67 clock hours of clinical duties are equivalent to one lecture hour of load. Scheduled hours and days shall be based on seniority.

7.1.5 Unit Members shall be obligated to participate in a range of professional responsibilities related to their assigned duties each semester. Professional responsibilities are in addition to classroom time, preparation time, counseling time, and office hours, and shall be approximately 6 hours per week, on average. Professional responsibilities may include, among other things, hiring committees; department meetings; District or College sanctioned committees; program review; curriculum development; participation in discipline specific organizations (e.g., boards, advisory groups, etc., both internal and external); grant writing or research and writing of an academic nature that benefits teaching, learning, or counseling; serving on accreditation site teams; inter- department collaboration projects; coordination with K-12 and other institutions of higher learning; verifiable faculty mentoring; attendance at professional conferences and trainings including compliance trainings that benefit the functions of the District or college or teaching, learning, or counseling; attending board meetings; advising student clubs; community outreach, student recruitment efforts, public relations events for the benefit of the District or college; fundraising and soliciting donations for benefit of the foundation or students clubs; and Student Learning Outcomes (SLOs).

Except for curriculum updates, mandatory compliance trainings, program review and the assessment of SLOs, members shall generally have the ability to determine the above professional responsibilities in which they meet this obligation. Other activities that benefit the District or college or that improve teaching, learning, or counseling shall constitute professional responsibilities by mutual agreement between the Unit Member and the immediate supervisor. Recognizing the integral roles administrators, faculty, and staff play in the development, implementation, and assessment of SLOs, faculty will participate with other stakeholders in these endeavors. An immediate supervisor may consult with unit members to discuss how they intend to meet these obligations.

EP assignments do not relieve a faculty member of meeting professional responsibilities associated with their normal load as set forth in this article.

Mandatory Compliance Trainings (Exhibit F) are trainings generally related to health, safety, security, workplace conduct, data and information security, or legal compliance that are required by federal or state law, regulation, Education Code, Labor Code, accreditation standards, or other applicable governing authority as a condition of District operations, employment, safety, funding, or legal compliance.

7.1.6 In the case of release time or reassigned workload, there shall be a proportional reduction in total workload for both instructional and non-instructional assignments including professional responsibilities, classroom time, preparation time, counseling time, and office hours (e.g. .20 FTEF release time is equivalent to 3 hours lecture, 3 hours prep, 0.8 office hour, and 1.2 professional responsibility hour per week of the semester).

7.2 The District shall endeavor, but shall not be required, to “balance” the Unit Member’s teaching assignment within each contract year. The District and the individual Unit Member by mutual consent may “balance” the teaching assignment load in the subsequent academic year.

By way of example, a Unit Member who has a 17-unit load in the first semester of an academic year should have a 13-unit load in the next semester, if possible, so that the total for the academic year is 30 units.

However, if the maximum load available to a Unit Member is 27 units for an academic year, the District and Unit Member may agree that the Unit Member’s load may be balanced in the subsequent two semesters by being assigned an additional 3 units (i.e., a total of 33 units in the subsequent academic year).

7.2.1 In the event that an overload exists at the end of a contract year, the Unit Member may either elect to bank the overload per Article 4.14 or elect to be compensated from the EP salary schedule in effect at the time. Payment shall be based upon the appropriate EP salary schedule and step of the Unit Member.

Regular load units which exceed 30 per year will be designated as EP not to exceed 18 load units per year, exclusive of Intersession and Summer Session, as provided for in Article 13.3.

An employee is not deemed to have an overload for any additional units that are required to balance the load of a Unit Member for prior academic years. For example, if a Unit Member is assigned 33 units in a year because the Unit Member needed to make up for only 27 units assigned in the prior academic year, the additional 3 units would not be considered overload for purposes of this article.

7.2.2 The appropriate administrator shall provide each Unit Member with a draft copy of the Unit Member’s proposed schedule at least two weeks prior to the date the final schedule is due to the designated College or campus administrator. The statement shall reflect a cumulative unit load total from the first semester of this contract including EP load units.

In the event of modification of a Unit Member’s schedule (due to class cancellation, an additional load assignment, or other circumstance), the appropriate administrator shall provide the Unit Member with a corrected draft of the load statement including EP within five (5) working days after the change.

7.2.3 On October 1 for the fall semester and March 1 for the spring

semester, the District shall provide the Association with a copy of each Unit Member's cumulative load statement. By November 15 for the fall semester and April 15 for the spring semester, an updated cumulative load statement for each Unit Member will be provided to the Association. The statements shall reflect the Unit Member's load units and EP assignments.

7.3 The scheduling of evening or weekend assignments shall be done in consultation with the Unit Member and the appropriate administrator. An evening assignment is any instructional or non-instructional assignment that concludes after 5:30 p.m. No Unit Member shall be given an evening or weekend teaching, counseling, or librarian assignment except when that evening or weekend assignment is necessary in order to avoid a reduction in the Unit Member's program load or unless requested by the Unit Member.

7.1.7 All assignments for load on a particular day shall be within a nine-hour span unless the Unit Member agrees to a longer time span by signing an exception notice provided by the Office of Human Resources and Personnel Services.

7.1.8 If a Unit Member is given an evening teaching, counseling, or librarian assignment to fill out their load, a 12-hour time span must be allowed before the beginning of the Unit Member's next load assignment. For example, if a Unit Member's evening assignment ends at 9 p.m., they may not be scheduled to return to campus before 9 a.m. the next morning. The Unit Member may agree to waive this time span by signing an exception notice provided by the Office of Human Resources and Personnel Services.

7.4 In general, contract classes shall not be canceled after the first week of instruction or second class meeting, whichever is later.

7.5 In the event that a Unit Member's contract load drops below 15 load units in a semester because of a class cancellation during the first week of instruction or second class meeting, whichever is later, the appropriate administrator and the Unit Member in consultation shall choose any of the following options for filling the Unit Member's load or generate another option mutually agreed to by the appropriate administrator and the Unit Member:

- Balance the load by teaching additional units within the subsequent two semesters;
- Teach a late-starting class within the same semester;
- Undertake a District-approved project as an alternate assignment;
- Teach for load a class that the Unit Member may be teaching as an EP class;
- Teach for load a class that the Unit Member is qualified to teach which is being taught by a part-time instructor within the normal work week;
- Teach for load a class that the Unit Member is qualified to teach which is being taught for EP by another Unit Member, if the other Unit Member agrees to relinquish the class.

- 1 7.6 In the event that an under load occurs in the final semester of this contract and all
2 other options as addressed in Article 7.5 have been considered, a Unit Member's
3 EP class or classes may be reassigned as contract load providing the provisions
4 of Articles 7.3.1 and 7.3.2 are met.
- 5 7.7 Each full-time Unit Member shall be available to be on campus or at an approved
6 alternate work location five (5) days per week to participate in campus activities,
7 serve on committees, be available to students, and maintain regular office hours.
8 Office hours may be held from an alternate site or through an approved
9 synchronous online modality with prior approval of the appropriate administrator,
10 except as otherwise provided in this section.
- 11 7.5.1 For instructional Unit Members, office hours are generally for
12 purposes of assisting students through formal and informal
13 advising, academic support, and other student-centered
14 instructional support processes.
- 15 7.5.2 For non-instructional Unit Members, office hours are generally for
16 purposes of meeting with colleagues, students or other contacts,
17 doing research, or completing other professional duties related to
18 the assignment.
- 19 7.5.3 In the case of a Unit Member who has more than six (6) District
20 scheduled hours on any one day, such Unit Member shall not be
21 required to hold an office hour on that day.
- 22 7.5.4 In the case of a Unit Member whose assignment is primarily off-
23 campus or at an off-campus worksite, the Unit Member shall be
24 allowed to hold office hours at the daily off-campus worksite
25 assignment. (By example, if a Unit Member is scheduled to work at
26 an alternate worksite on Tuesdays, they may hold office hours at
27 that worksite Tuesdays.)
- 28 7.5.5 Instructional Unit Members shall hold office hours in a manner that
29 is reasonably proportionate to the modality and location of their
30 instructional assignment. Office hours shall be scheduled to provide
31 meaningful access to students based on where and how instruction
32 is delivered. A Unit Member shall be available to be on campus five
33 (5) days per week.
- 34 7.5.6 Unit Members shall use professional discretion in selecting the
35 appropriate method(s) of student consultation and shall specify
36 those methods in the course syllabus.
- 37 7.5.7 Office hours shall generally be scheduled between 8:00 a.m. and
38 5:00 p.m. on weekdays as determined by the Unit Member, unless
39 otherwise approved by the appropriate administrator.
- 40 7.8 The appropriate administrator shall attempt whenever possible to limit the number
41 of major and separate preparations to three (3). Upon mutual consent by the Unit
42 Member and immediate administrator, preparations in excess of three may be
43 assigned.
- 44 7.9 Unit Members may request EP assignments, subject to the requirements of this
45 Agreement.

ARTICLE 8.0 – ROLE OF FULL-TIME FACULTY IN HIRING

(Refer to the District *Hiring Manual for Full-Time Faculty*.)

- 8.1 The Association shall have the right to review full-time faculty job descriptions prior to announcement of an open position for terms and conditions of employment.
- 8.2 All unfilled positions shall first be considered as “positions available for transfer,” and the provisions of Article 5 Transfers shall apply.
- 8.3 Full-time Unit Members from appropriate departments shall be responsible to participate in the selection process of full-time Unit Members. The composition of hiring selection committees for full-time Unit Members shall be comprised of a total of five to seven persons selected as follows:
- One to two Unit Members appointed by the Academic Senate; except in extenuating circumstances, only tenured Unit Members will be appointed.
 - One to two Unit Members appointed by the appropriate division faculty, one of whom must be from the appropriate discipline. If a college lacks an appropriate discipline Unit Member to serve on its Hiring Committee, a discipline Unit Member from another college within the District, to be selected by its appropriate discipline Unit Member, will fill the position. Except in extenuating circumstances, only tenured Unit Members will be appointed.
 - The appropriate supervisor of the department or area (usually the Area Dean) appointed by the appropriate College President or his/her designee.
 - A Unit Member to serve as a non-voting Equal Employment Opportunity (EEO) Representative certified by the EEO Officer as having been trained in EEO matters. The Office of Human Resources will send to all Unit Members a request for an EEO Representative. If after ten (10) working days, no Unit Member is available to serve, an EEO Representative (Unit Member or non-Unit Member) will be appointed by the Office of Human Resources to serve as a non-voting member of the committee.
 - The appropriate College Vice President or his/her certificated YCCD employee designee.
- 8.4 Unit Members shall be selected to serve on selection committees by a vote of their respective departmental colleagues.
- 8.5 Except in extenuating circumstances, no Unit Member will serve who has not completed two (2) years in the District. However, whenever possible, the Unit Member selected shall be a tenured Unit Member.
- 8.6 Part-time faculty hiring (including summer session) - Unit Members shall participate in the selection of new part-time instructors and counselors in consultation with the appropriate Dean or supervising administrator. It is understood that the Unit Member or alternate for

each discipline shall be available to consult with the appropriate Dean or supervising administrator and assist in the selection of new part-time faculty.

8.6.1 This article applies unless there are no full-time Unit Members in that discipline or in a related discipline.

8.6.2 This article shall only apply to courses in any discipline that the part-time instructor has not previously taught.

8.6.3 The department designee shall respond to the request for his/her services within five (5) working days and will schedule time for carrying out these duties.

8.6.4 If the necessary activities cannot be scheduled within ten (10) working days, or if agreement upon a selection cannot be reached, the appropriate College Vice President, Executive Dean or the proper certificated designee will be informed. Then the final decision shall be made by the appropriate College Vice President or Executive Dean or the proper certificated designee.

ARTICLE 9.0 – CLASS SIZE

9.1 This article applies to all modes of instruction.

9.2 Definitions

9.2.1 **Course Cap.** The course cap is the maximum number of students that may be scheduled in a section by the scheduling administrator.

9.2.2 **Section Cap.** The section cap is the class cap determined by the individual instructors/professors for their respective sections within a course.

9.2.2.1 The section cap may be raised above the course cap voluntarily on a semester-by-semester basis by the instructor/professor of the section.

9.2.2.2 The section cap cannot be reduced below the course cap but may be increased on a semester-by-semester basis at Unit Member discretion above the course cap to accommodate ease of student registration.

9.2.3 **Room Cap.** The room cap is the maximum limit of the number of students allowable in a particular room, regardless of the course or section cap. The room cap is an artificial number determined by room size that does not reduce or increase the course cap.

9.3 Course caps may be reviewed on a five-year cycle maintained by the Vice Chancellor of Education and Planning's Office. For all course cap processes, the Course Cap Rubric (Article 9.4) will be used to guide the placement of the course cap, using andragogical and other relevant criteria. The Course Cap Rubric will be effective beginning

1 in the 2025-2026 academic year or the first full academic year after
2 ratification and approval, whichever later.

3 9.3.1 The processes below will be used to review existing courses
4 and new courses/courses requiring off-cycle review:

5 9.3.1.1 Review of Currently Established Course Caps

6 9.3.1.1.1 If requested by Districtwide discipline
7 faculty, scheduling administrators will
8 coordinate a synchronous meeting open to
9 all Districtwide discipline faculty to discuss
10 course caps. Districtwide discipline faculty
11 shall recommend the course cap using the
12 rubric in Article 9.4 and will document their
13 recommendation and rationale on the
14 Course Cap Form. The District shall
15 provide an e-form. (Exhibit E).

16 9.3.1.1.2 Districtwide discipline faculty will forward
17 the Course Cap form with their
18 recommendation to the appropriate
19 scheduling administrator(s). The
20 scheduling administrator(s) will add their
21 recommendation after consulting with their
22 counterpart at the other college in the
23 District. If the Districtwide discipline faculty
24 and scheduling administrator's agree on
25 the course cap, the Course Cap form will
26 be sent to the Vice Chancellor of Education
27 and Planning or designee and the course
28 cap will be input into the District information
29 system. A list of course caps or a link to
30 where such list is available shall be sent to
31 the Association Secretary by August 30th
32 of each year.

33 9.3.1.1.3 When there is no agreement between the
34 Districtwide discipline faculty and the
35 scheduling administrator(s) on the course
36 cap, the course will be referred to a Course
37 Cap Review Group comprised of three
38 college administrators, two Senate-
39 appointed faculty (one from each college)
40 and one FAYCCD representative. This
41 group will review all materials and make a
42 course cap recommendation. If there is a
43 tie within the Course Cap Review Group,
44 the Vice Chancellor of Education and
45 Planning will make the final decision. This
46 review process will be completed no later
47 than two months after initiation of the
48 review.

1 9.3.1.2 Review of New Courses or Off-Cycle Changes to an
2 Existing Course Cap

3 All new courses and existing courses which undergo
4 material and substantial curricular changes shall be
5 reviewed in the year in which the course is launched
6 or in which the change occurs.

7 9.3.1.2.1 If requested by Districtwide discipline
8 faculty, scheduling administrators will
9 coordinate a synchronous meeting of all
10 Districtwide discipline faculty to discuss
11 course caps. Districtwide discipline faculty
12 shall recommend the course cap using the
13 rubric in Article 9.4 and will document their
14 recommendation on the Course Cap Form
15 (Exhibit E). The rubric and form shall be
16 used for all new courses and to
17 recommend changes to existing course
18 caps when there are material and
19 substantial curricular changes.

20 9.3.1.2.2 Districtwide discipline faculty will forward
21 the Course Cap Form with their
22 recommendation to the appropriate
23 scheduling administrator(s). The
24 scheduling administrator(s) will add their
25 recommendation after consulting their
26 counterpart at the other college in the
27 District. If the Districtwide discipline faculty
28 and scheduling administrator(s) course cap
29 rubric placement recommendations are the
30 same, the Course Cap form will be sent to
31 the Vice Chancellor of Education and
32 Planning or designee and the course cap
33 maximum will be input into the District
34 information system. A list of course caps or
35 a link to where such list is available shall be
36 sent to the Association Secretary by
37 August 30th of each year.

38 9.3.1.2.3 When there is no agreement between the
39 Districtwide discipline faculty and the
40 scheduling administrators on the course
41 cap, the course will be referred to a Course
42 Cap Review Group comprised of three
43 college administrators, two Senate
44 appointed faculty (one from each college)
45 and one FAYCCD representative. This
46 group will review all materials and make a
47 course cap recommendation. If there is a
48 tie within the Course Cap Review Group,

the Vice Chancellor of Education and Planning will make the final decision. This review process will be completed no later than two months after initiation of the review.

9.4 Course Cap Rubric:

Course Classification	Description	Course Cap
Intercollegiate/ Kinesiology	Course maximum will vary based upon team size, health and safety requirements, and other considerations. Assessment includes skills demonstrations and observation. Individual feedback is provided on a regular basis.	60 or fewer (except football, which is 80 or fewer.)
Large Lecture	Primary method of instruction is lecture and the course includes no lab component. Lecture based instruction that may include limited group activities. Assessment may be primarily through objective exams and quizzes which may include subjective short answer/essay components.	50
Lecture with Discussion Groups	Primary method of instruction is lecture and may include large and small group discussion. Assessment may be primarily through multiple choice style exams and quizzes which may include short answer and/or essay components.	40

Course Classification	Description	Course Cap
Regular Lecture/Discussion	Substantial instructor-student contact. While the instructor provides lecture, activities such as guided group learning, discussion, and student presentations are also emphasized. Assessment may include objective exams, writing assignments, skill demonstrations, and/or portfolio assessment. May include weekly or daily assignments that require instructor feedback.	35
Applied Courses	Courses that involve individual and group projects and practice. May include lecture/lab combinations non-science labs that may involve group exercises with specialized equipment or instruments. May include extensive student presentations. Individual and group feedback is provided on a regular basis.	30
Group Learning/ Individualized Instruction	Short lectures may be utilized, but class time incorporates extensive pair and/or small group work, role plays, and discussions. Faculty monitor activities and frequently provide assessment and individualized qualitative feedback. Assignments are assessed for accuracy, critical thinking, and other discipline specific requirements. Evaluation may be through multi-draft essays or portfolios.	27

Course Classification	Description	Course Cap
Science Lab/Application/Class	Individualized feedback is provided in a lab or studio setting. Instruction may include experiments, use of discipline specific tools, creative projects, group projects, and demonstration of proficiency. Assessment may include portfolios, performances, demonstrations weekly quizzes, lab reports, problem sets, evaluation of lab notebooks, and lab exams.	30 or fewer
Specialized Courses/ Clinical and Practicum Courses	Courses with health, safety or regulatory requirements that require lower student to instructor ratios to ensure a safe learning environment. Assessment includes skills demonstrations and observation. Qualitative feedback may be provided on a weekly basis and may be necessary on a daily basis.	20 or fewer

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

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

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

9.6 Classes with fewer than fifteen (15) students may be canceled at the discretion of the Administration after consultation with the Unit Member, with special consideration given to transfer, degree, and sequence courses.

9.7 If a class is canceled due to insufficient enrollment, the Unit Member may be reassigned within the guidelines covered in Article 7.

The District shall attempt not to change any Unit Member's regularly scheduled load once the semester registration cycle has begun, unless agreed to by the Unit Member.

ARTICLE 10.0 – DISTANCE EDUCATION

10.1 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 for 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.

10.2 Definitions

10.2.1 Fully Online: A class in which 100% of the instruction and interaction between instructor and student is delivered online asynchronously.

10.2.2 Hybrid: A course with any combination of in-person, synchronous online, and/or asynchronous online instruction including regular and substantive interaction between the instructor and the student. The class schedule specifies how students participate in each class session.

10.2.3 Broadcast Education: A class offered synchronously through 2-way interactive or point-to-point instruction.

10.2.4 Hyflex: Stacked in-person and synchronous sections of a course taught simultaneously so that students in both sections may interact.

10.3 Policies

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

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

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

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

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

10.4 Teaching Assignment

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

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

10.4.3 No more than 60% of a Unit Member's contract load in any one semester will be fully online. With approval of the appropriate College Vice President of Instruction or designee, a Unit Member may teach 100% of their contract load fully online.

10.5 Rights to Ownership of Distance Education Materials Produced at the District.

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

10.6 Rights to Ownership of Distance Education Courses.

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

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

10.7 Stipends

10.7.1 Validation Review

In order to be assigned to teach courses online, Unit Members must submit one course for validation review/Peer Online Course Review (POCR).

All certified validators/POCR reviewers shall receive a stipend of \$500 for completion of a full review of a fully online or hybrid course, or \$125 for each completed section of the OEI rubric (A, B, C, and/or D) they reviewed based on local process..

The lead reviewer shall receive a \$150 stipend after completing 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 \$1,150 per course reviewed.

10.7.2 Training – A one-time training stipend of \$2,000 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 training, once developed through Districtwide collaboration and approved through appropriate District governance.

10.7.3 Validation – The Unit Member will receive a separate, one-time \$1,500 stipend after successful validation of a fully online course through Peer Online Course Review or after successful validation of a hybrid course through an Academic Senate-approved process if they are not scheduled for online classes. Subsequent alignments will not be compensated.

10.7.4 Broadcast/Hyflex - For point-to-point Broadcast and Hyflex classes, the Unit Member shall be compensated by regular unit load or by payment on the EP salary schedule plus \$1,000 as an additional stipend (for a 3-unit course). This amount will be prorated for courses with different load units.

10.8 Office Hours

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

10.8.2 Unit Members shall use professional discretion in selecting the appropriate method(s) of student consultation and shall specify those methods in the course syllabus.

10.9 Entering Online Courses

10.9.1 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 are limited to instructional deans and directors, college vice presidents, and ACCJC or other required external reviewers. Two business days prior to entering a Unit Member’s course, the Dean or Director shall notify the Unit Member and inform them of the purpose when practicable. Unit Members who teach online have the same privacy expectations, rights, and responsibilities as Unit Members who teach in person. A Unit Member’s course may only be entered for one of the reasons described below.

10.10 Reasons Justifying Course Entry

10.10.1 To ensure regular and substantive student interaction instructor contact.

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

ARTICLE 11.0 – WORK YEAR/RESPONSIBLE DAYS

11.1 For all Unit Members employed in the second year and beyond, the work year on which salary is based shall be 176 days. The 176 days shall consist of one mandatory meeting day and 175 days of instruction, academic duties, “flex obligation,” and the mandatory graduation ceremony.

11.1.1 The first day will be the mandatory meeting day as scheduled by the District, known as Convocation.

11.1.2 The District will schedule a non-mandatory day for full-time Unit Members to engage in collegial consultation with part-time faculty and for other curricular duties in order to strengthen the curriculum and instructional integrity of the District.

11.1.3 For all newly hired Unit Members, the work year on which salary is based shall be 178 days, which shall include two (2) days of orientation scheduled immediately prior to the beginning of their first semester.

11.2 The District and the Association shall mutually agree upon development of and any modifications to the Academic Calendar.

11.3 The work year for Coordinator/Instructor Psych Tech Program, Counselors, Coordinator/Academic Skills, Coordinator of Learning Resources, Learning Disabilities Specialist, and the Radiologic Program Coordinator shall consist of 202 days and may occur anytime from July 1 through June 30.

11.4 The work year for Librarians shall consist of 197 days and may occur anytime from July 1 to June 30.

11.5 Each Unit Member will be guaranteed a minimum of 30 consecutive calendar days of unassigned time between June 1 and August 1, unless otherwise agreed to by the Unit Member.

The work schedule (teaching, counseling, or librarian duties) shall be developed by the appropriate Dean or supervising administrator prior to April 1 of each year; but after consultation with the affected Unit Member may be modified before May 15 of each year. Changes subsequent to May 15 of each year shall be with the consent of the Unit Member.

ARTICLE 12.0 – SCHEDULE DEVELOPMENT

12.1 Unit Members shall be entitled to continue with teaching, counseling, and librarian duties to the extent that the program continues to have such needs. That is to say that the Unit Member shall have first right of refusal with respect to continued teaching, counseling, and librarian duties that they have performed historically, provided such duties remain a part of the program requirements. It is the scheduling Dean's responsibility to complete the schedule, in consultation with Unit Member(s), based on the need of the specific program.

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

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

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

12.3 In the event of impasse of opinion, the Unit Member may request a conference be held with the Dean and appropriate College Vice President, or Yuba Community College President in the case of the Sutter County Campus, and Woodland Community College President in the case of the Lake County Campus. The appropriate College Vice President, or Yuba Community College President in the case of the Sutter County Campus, and Woodland Community College President in the case of the Lake County Campus, will render a decision. Consultation shall not override a Unit Member's first right of refusal.

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

Fifteen (15) load units (or equivalent) a semester represents at a minimum the 40- hour work week as stated in Article 7.1. However, the Association recognizes that it may be necessary and prudent for Unit Members to teach or perform EP assignments to meet the needs of their programs as well as to meet the needs of the District.

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

13.2 Prior to being provided EP assignments, Unit Members must have a full regular load, as stated in Article 7.1. Unit members will make the determination as to which units are considered load and EP.

13.3 Extra-pay Load Limits

13.3.1 In an academic year, in consultation with the appropriate administrator, Unit Members may teach no more than nine (9) EP load units in any one semester, or twelve (12) load units during summer session. Subject to mutual consent between the District and the Association, the appropriate College President or designee may authorize excess of this limit in extenuating circumstances.

13.3.2 Unit Members in the Reduced Workload Program (Article 16.10) shall be subject to the load requirements and limitations set forth in the Education Code and any other applicable law.

13.4 Unit Members retain first rights of refusal to all EP, intersession, and/or summer session assignments.

First right of refusal is defined as the right to continue to counsel or to teach a class that one is teaching.

13.5 First right of refusal for filling an EP, intersession, and/or summer session assignment shall be given to a Unit Member.

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

- 1 13.7 In order to allow for flexibility both for the Unit Member and for the
2 benefit of the program, Unit Members with first right of refusal status
3 may mutually agree with the assigning Dean to not teach or to
4 substitute other assignment(s) for those normally worked for a one-
5 semester period without losing first right of refusal status for the
6 vacated continuing assignment(s). In such cases, the Unit Member
7 taking the continuing assignment(s) will not gain first right of refusal
8 for such assignment(s) and shall be informed of this at the time of
9 employment.
- 10 13.8 The Unit Member with first right of refusal status and the assigning
11 Dean (with the approval of the appropriate College Vice President or
12 Clear Lake Executive Dean) may mutually agree that the Unit
13 Member may, for one semester, not take the assignment(s) and still
14 retain his/her first right of refusal status. The Unit Member hired to
15 teach such course(s) shall be informed at the time of employment that
16 he/she will not gain first right of refusal status for the assignment.
- 17 13.9 A Unit Member will not lose first-consideration rights to a course
18 under any one of the following conditions:
- 19 13.9.1 A course which the Unit Member has developed but was not
20 able to teach at the first two offerings, or
- 21 13.9.2 While on sabbatical or other approved leave, or
- 22 13.9.3 Where core rotation does not allow a Unit Member to
23 continually teach the course, or
- 24 13.9.4 When one Unit Member voluntarily relinquishes a class to
25 another Unit Member who needs the class for load.
- 26 13.10 Non-instructional EP assignments shall be paid at the rate of the
27 Exhibit B2 schedule for each clock hour of EP non-teaching duties.
- 28 13.11 Summer and Intersession Office Hours
- 29
- 30 During summer and intersession assignments, Unit Members shall
31 be required to complete two (2) office hours per load unit of
32 instruction. Required office hours shall be reasonably distributed
33 across the duration of the course(s) or assignment(s) and may be
34 held in person or remotely, consistent with District practice and
35 program needs.
- 36
- 37 For purposes of illustration, a Unit Member teaching one three (3)
38 load unit course during summer or intersession shall be expected to
39 complete a total of six (6) office hours over the term of the course.
40 A Unit Member teaching nine (9) load units shall be expected to
41 complete eighteen (18) office hours distributed across the duration
42 of the assignment(s).
- 43

44 **ARTICLE 14.0 – COMPENSATION**

- 45 14.1 Step Advancement

14.1.1 Unit Members who begin full-time employment with the District beginning in a fall semester will be eligible for a step increase each subsequent July 1 provided they have not already reached Step 19, and further provided they have served the District two (2) semesters since receiving a step increase.

14.1.2 Unit Members who begin full-time employment with the District beginning in a spring semester will be eligible for a step increase each subsequent July 1.

14.1.3 Unit Members who begin full-time employment during a period between regular semesters will have a step anniversary as if they were hired for the immediately following regular semester.

14.2 Longevity Steps and Doctoral Stipends

14.2.1 At any time during this contract, a "standard step" shall be defined as one-tenth of the difference between Step 1, Class VI, and Step 11, Class VI, on the salary schedule B.1 in effect at the time.

14.2.2 A longevity step shall be equal to 100% of a standard step.

a. The first longevity step shall be granted to a Unit Member after completion of 3 (three) years of service placed at Step 19.

b. The second longevity step shall be granted to a Unit Member after completion of 3 (three) years of service after receiving the first longevity step.

c. The third longevity step shall be granted to a Unit Member after completion of 4 (four) years of service after receiving the second longevity step.

d. The fourth longevity step shall be granted to a unit member after completion of 4 (four) years of service after receiving the third longevity step.

14.2.3 The doctoral stipend shall be equal to 150% of a standard step.

14.3 Extra Pay, Summer, and Intersession Compensation

The EP salary schedule and Summer salary schedule will be combined into a new per unit salary schedule effective on the first day of the Fall 2026 semester. (Exhibit B.2)

14.3.1 For the 2026-2027 academic year, the salary schedule for extra pay, summer, and intersession assignments will be equal to the 2026-2027 academic year Yuba Community College District Salary Schedule for Part-Time faculty.

14.3.2 For future years, the salary schedule for extra pay, summer, and intersession assignments shall be set to the Yuba Community College District Salary Schedule for Part-Time Faculty in effect for that year but shall not drop below the 2026-2027 Yuba Community College District

Salary Schedule for Part-Time Faculty.

14.4 2026-2027 Fiscal Year Compensation

Effective July 1, 2026, each cell of the full-time salary schedule (Exhibit B.1) shall be adjusted in an amount equal to a 0.5% on-schedule salary increase.

14.5 2027-2028 Fiscal Year Compensation

Effective July 1, 2027, each cell of the full-time salary schedule (Exhibit B.1) shall be increased by 60% of the YCCD realized statutorily authorized COLA from the enacted budget, as detailed in the State Chancellor's Office Exhibit C or Exhibit R apportionment reports and inclusive of any deficit factors. Once the COLA amount is finalized, the District will make any necessary retroactive adjustments to the salary schedule to account for differences between the projected and realized COLA.

14.6 2028-2029 Fiscal Year Compensation

Effective July 1, 2028, each cell of the full-time salary schedule (Exhibit B.1) shall be increased by 60% of the YCCD realized statutorily authorized COLA from the enacted budget, as detailed in the State Chancellor's Office Exhibit C or Exhibit R apportionment reports and inclusive of any deficit factors. Once the COLA amount is finalized, the District will make any necessary retroactive adjustments to the salary schedule to account for differences between the projected and realized COLA.

ARTICLE 15.0 – ASSIGNMENTS WITH STIPENDS

15.1 A full-time Unit Member hired after July 1, 1994, with a full or partial coaching assignment who remains in full-time employment with the District for fifteen (15) consecutive years shall be granted a full load and contract (100%) if he/she requests and is granted release from the coaching assignment.

15.2 A full-time Unit Member who is requested by the District to relinquish a coaching assignment shall be granted a full load and contract (100%).

15.3 Athletic assignments with stipends are those listed below. The District may assign Unit Members up to 50 percent of a full-time load in the assignments listed below. Such positions shall be posted before they are open to others outside the unit. The positions shall be awarded to the most qualified candidates. These positions have load units and compensation in accordance with the following schedule and shall be adjusted each year in the same manner as the full-time salary schedule.

SPORT	HEAD COACH		ASSISTANT COACH
	Stipend	Load	Stipend

Football	8542.50	7.5	5740.56
Basketball (M&W)	8542.50	7.5	5740.56
Volley Ball	8542.50	7.5	5740.56
Softball	8542.50	7.5	5740.56
Baseball	8542.50	7.5	5740.56
Soccer (M&W)	8542.50	7.5	5740.56
Track & Field	8542.50	7.5	5740.56

- 15.4 In the spring semester the Head Football Coach shall receive 2.2 load units for recruiting purposes.
- 15.5 Supplemental contracts shall continue from year to year for as long as the Unit Member is recommended for rehire.
- 15.6 Any vacancies in the positions listed above shall be filled voluntarily.
- 15.7 Performing Arts Stipends are those listed below. These positions have compensation in accordance with the following schedule and shall be adjusted each year in the same manner as the full-time salary schedule.

PERFORMING ARTS STIPENDS	STIPEND
Theater Arts Director	8542.50
Music/Vocal Director	4273.26
Music/Instrumental Director	4273.26

ARTICLE 16.0 – BENEFITS

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

- 16.1 Life Insurance – The District shall provide all Unit Members with fully paid life insurance policies, one policy to be the existing Standard Life decreasing term policy and the other policy to be \$50,000 constant face value policy.
- 16.2 Health Benefits - The District shall implement a Flexible Benefits Program for all Unit Members, allowing selection from among available TCSIG medical benefit plans, including High Deductible Health Plans (HDHPs) that qualify for Health Savings Accounts (HSAs), subject to plan availability and applicable regulations.

16.2.1 District Insurance Premium Contributions (Monthly Cap) – Effective July 1, 2026, the District shall contribute toward the cost of medical insurance premiums for each eligible Unit Member an amount not to exceed two thousand two hundred sixty-eight dollars (\$2,268) per month. Unit Members selecting a plan with a premium cost exceeding the District's maximum contribution shall be responsible for payment of the difference.

16.2.2 Effective July 1, 2027, the District's maximum monthly contribution shall increase by two percent (2%) to an amount not to exceed two thousand three hundred thirteen dollars (\$2,313) per month.

16.2.3 Effective July 1, 2028, the District's maximum monthly contribution shall increase by two percent (2%) to an amount not to exceed two thousand three hundred sixty dollars (\$2,360) per month.

16.2.4 The District will provide to each Unit Member a return of 100% of the savings from the difference in premiums if the Unit Member voluntarily opts into a lower plan than the monthly cap. The premium savings will only be provided to the Unit Member via a District sponsored 403 (b) plan or qualified Health Savings Account.

16.2.5 The District shall provide a Health Savings Account (HSA) vendor for eligible Unit Members. Unit Members electing to participate in an HSA must meet all applicable legal eligibility requirements. It is the responsibility of the Unit Member to complete all required enrollment documentation and to ensure that contributions do not exceed annual limits established under applicable law.

16.2.6 Should a married Unit Member die prior to retirement, the District shall continue the benefit programs for a period of six (6) months, after which time the surviving spouse may continue the benefit programs at their own expense.

16.3 Dental Insurance – The District shall provide all Unit Members participating in Medical Benefits and their eligible dependents with a fully paid dental plan providing \$2,250 annual coverage for each Unit Member and eligible dependents.

16.4 Vision Insurance – The District shall provide all Unit Members participating in Medical Benefits and their eligible dependents with a fully paid vision care plan.

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

16.5.1 Upon retirement, eligible (see Article 28.2.1) Unit Members with at least ten (10) years of uninterrupted full-time service shall continue to receive fully paid District contributions for both the Unit Member and dependent family members in TCSIG Plan

Premier Plus and fully paid District contributions in the same dental and vision plans provided to all active Unit Members. The retired Unit Members shall be provided with fully paid life insurance policies from the same providers or similarly matched plans through other providers.

16.5.2 Upon reaching the qualified Medicare age for both the retiree and any covered dependents, the retiree must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan with fully paid District contributions. However, any eligible Unit Member or dependent who cannot qualify for Medicare Plans A and B shall continue to receive the TCSIG plan provided for in 16.5.1.

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

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

16.6.1 Upon retirement, eligible (see Article 28.2.1) Unit Members may choose one of the following two options:

(A) Those with at least ten (10) years of uninterrupted full-time service shall be eligible to receive a continuing District contribution of 1/3 of the premium for TCSIG Plan Premier Plus and 1/3 of the premium for the same dental and vision plans provided to all active Unit Members for both the retiring Unit Member and his/her dependent family members. The retired Unit Members shall be provided with 1/3 paid life insurance policies from the same providers or similarly matched plans through other providers.

OR

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

Qualified dependents may participate in the plan at the expense of the dependent(s).

16.6.2 Upon reaching the qualified Medicare age for both the retiree and any covered dependents, the retirees must participate in Medicare Plans A and B and will be placed in TCSIG Standard Plan. However, any eligible Unit Member or dependent who cannot qualify for Medicare Plans A and B shall continue to

1 be provided with the TCSIG Premier Plus Plan paid for by
2 the District as described in 16.6.1 A or B.

3 16.6.3 Should the retiree die, the surviving spouse may continue the
4 insurance programs at the expense of the spouse.

5 16.7 Health and Welfare Benefits upon Retirement for those hired on or
6 after July 1, 2002, but before July 1, 2009

7 16.7.1 Upon retirement, eligible (see Article 28.2.1) Unit Members
8 with at least twenty (20) years of uninterrupted full-time
9 service shall receive a continuing District contribution of 100%
10 of the premium for TCSIG Premier Plan for themselves only.

11 Qualified dependents may participate in the plan at the
12 expense of the dependent(s).

13 16.7.2 Upon reaching the qualified Medicare age for both the retiree
14 and any qualified dependents, the retirees must participate in
15 Medicare Plans A and B. However, any eligible Unit Member
16 who cannot qualify for Medicare Plans A and B shall continue
17 to be provided with the TCSIG Premier Plan paid for by the
18 District.

19 16.7.3 Retirees and their qualified dependents may participate in
20 District- sponsored dental and/or vision plans at their own
21 expense.

22 16.7.4 Should the retiree die, the surviving spouse may continue the
23 insurance programs at the expense of the spouse.

24 16.8 Health and Welfare Benefits upon Retirement for those hired on or
25 after July 1, 2009, but before January 1, 2025

26 16.8.1.1 Upon retirement, eligible (see Article 28.2.1) Unit
27 Members with at least twenty (20) years of
28 uninterrupted full-time service shall receive a
29 continuing District contribution of 100% of the
30 premium for TCSIG Premier Plan for themselves
31 only.

32 Qualified dependents may participate in the plan at
33 the expense of the dependent(s).

34 16.8.1.2 Upon reaching the qualified Medicare age for both
35 the retiree and any qualified dependents, the retirees
36 must participate in Medicare Plans A and B.
37 However, any eligible Unit Member who cannot
38 qualify for Medicare Plans A and B may continue with
39 the TCSIG Premier Plan paid at the expense of the
40 Unit Member.

41 16.8.1.3 Retirees and their eligible dependents may
42 participate in District- sponsored dental and/or vision
43 plans at their own expense.

- 16.8.1.4 Should the retiree die, the surviving spouse may continue the insurance programs at the expense of the spouse.
- 16.9 Health and Welfare Benefits upon Retirement for those hired on or after January 1, 2025
- 16.9.1 Employee must be current Unit Member of the bargaining unit, have completed twenty (20) years of uninterrupted full-time service to the District and have attained the age of fifty-five (55) years on the effective date of retirement from the District.
- 16.9.2 Eligible employees hired on or after January 1, 2025, would receive a retirement health benefit allowance set at \$10,000 per year until reaching qualified Medicare age. The Unit Member may continue to participate in District provided health benefits at the Unit Member's expense.
- Upon the retiree reaching the qualified Medicare age, the eligible retiree must participate in Medicare, Plans A and B. The Unit Member may continue to participate in District provided health benefits at the Unit Member's expense.
- 16.10 Reduced Workload Program - Unit Members may participate in the Reduced Workload Program as set forth in this Article.
- The Reduced Workload Program allows a full-time faculty member of CalSTRS to reduce his/her workload from full-time to part-time duties and receive the service credit the Unit Member would have received if the Unit Member were employed on a full-time basis and have his/her retirement allowance as well as health benefits in the same manner as if employed on a full-time basis. It is the intent of the parties that this program be carried out in compliance with the Education Code and any other applicable law.
- 16.11 Unit Members will receive free parking at all District offices, campuses, centers, and sites.

ARTICLE 17.0 – GRIEVANCE PROCEDURE

17.1 Purpose

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

17.2 Definitions

17.2.1 A "grievance" is an allegation by a grievant that there has been misinterpretation, misapplication, or a violation of this Agreement or that the terms and conditions of grievant's employment have been adversely affected by District action (or inaction) taken in violation of this Agreement.

17.2.2 A "grievant" may be the Association or a Unit Member or group of Unit Members affected by the alleged violation of this Agreement.

1 17.2.3 A “day” is a day in which the central administrative office of
2 the District is open for business, with the exception of the
3 winter (from the last day of the fall semester to the first day of
4 the spring semester) and spring recesses as referred to in
5 Article 17.4.1.

6 17.2.4 For purposes of this procedure, the terms “Academic
7 Administrator” (e.g. Dean or Director), “College Vice
8 President” and “College President” also mean their respective
9 designees.

10 17.3 General Provisions

11 17.3.1 It is important that grievances be processed as timely as
12 possible. Therefore, the number of days indicated at each level
13 should be considered as maximums, and every effort should
14 be made to expedite the process. The times specified,
15 however, may be extended by mutual written consent.

16 17.3.2 If a grievance is not processed by the grievant in accordance
17 with the time limits set forth in this article, it shall be considered
18 settled on the basis of the last decision rendered.

19 17.3.3 A grievant may represent himself/herself or choose to have
20 representation. If the grievant chooses not to be represented
21 by the Association, the Association shall be informed of the
22 decision and have the right to present in writing its views on
23 the grievance at all levels of the procedure.

24 17.3.4 Any record(s) pertaining to a formal level grievance shall be
25 kept in a file separate from grievant’s official District personnel
26 file.

27 17.3.5 Grievances of a similar or like nature may be joined as a single
28 grievance by mutual agreement of the District and the
29 Association.

30 17.3.6 The District’s written responses at Level I and Level II shall
31 state the rationale of the decision with factual and contractual
32 specificity.

33 17.3.7 If the appropriate District representative does not respond
34 within the designated time limit, the requested remedy shall be
35 assumed to be denied and the grievant may appeal the
36 grievance to the next level of the process.

37 17.4 Informal Level – Within thirty (30) days after the grievant knew or
38 could reasonably be expected to have known of the event or condition
39 upon which the alleged grievance is based, the grievant shall meet
40 with the immediate Academic Administrator to attempt to resolve the
41 alleged grievance.

42 At the discretion of the Association Grievance Officer or his/her
43 designee, in the event a grievable situation occurs within the last thirty
44 (30) days of a semester, the timeline for pursuing the grievance at
45 the informal level shall be extended to include the first fifteen (15)

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

17.5 Formal Levels

17.5.1 Level 1 – Academic Administrator

17.5.1.1 If the grievance is not resolved at the informal level, the grievant shall within ten (10) days, submit a formal, written grievance to the Academic Administrator.

17.5.1.2 The written Level 1 grievance statement shall include:

17.5.1.2.1 A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

17.5.1.2.2 A listing of the Article or Section of the Agreement alleged to have been violated or misapplied;

17.5.1.2.3 A written statement describing how the Article or Section of the Agreement alleged to have been violated or misapplied was allegedly violated or misapplied;

17.5.1.2.4 Statement of the nature and degree of adverse effects;

17.5.1.2.5 A written statement of the reasons why the informal level resolution is unacceptable to the grievant; and

17.5.1.2.6 A listing of the specific remedies requested by the grievant;

17.5.1.3 The Academic Administrator shall have ten (10) days after receiving the grievance to render a written decision to the grievant pursuant to Article 17.3.7. If the Academic Administrator does not render a decision within the ten (10) day limit, or if the grievant is not satisfied with the decision, an appeal to Level 2 may be filed by the grievant within ten (10) days of the decision or within ten (10) days when no decision was rendered within the ten (10) day time limit.

17.5.2 Level 2 – College Vice President and/or College President

17.5.2.1 The appeal shall include a copy of the original grievance, the decision rendered at Level 1, if any, and the reasons for the appeal.

17.5.2.2 The appropriate College Vice President and/or College President shall have fifteen (15) days after receiving the appeal to render a written decision to the grievant pursuant to Article 17.3.6.

If the Vice President and/or President does not render a decision within the fifteen (15) day limit, or if the grievant is not satisfied with the decision, the Association shall do one of the following within fifteen (15) days of the decision or within fifteen (15) days when no decision was rendered within the fifteen (15) day time limit:

17.5.2.2.1 request Level 3 Mediation; or

17.5.2.2.2 appeal to Level 4 Binding Arbitration.

17.5.3 Level 3 – Mediation. If the District does not agree to the Association's request for mediation, the matter shall proceed to Level 4 Arbitration. If the parties agree to mediation:

17.5.3.1 Within fifteen (15) days after the Association has submitted the grievance to mediation, the Association and the District shall attempt to agree upon a mediator. If they are unable to agree upon a mediator, the District shall request a list of mediators from the State Conciliation and Mediation Service and/or the American Arbitration Association. Both the Association and the District (Office of Human Resources) shall be responsible for communicating and scheduling the mediation within 10 days of selection of the mediator. Mediation shall be conducted within thirty (30) days or as soon thereafter as all parties' schedules permit.

17.5.3.2 The purpose of the mediation is to attempt to resolve the grievance in its entirety pursuant to the agreement of the Association and the District. If the mediation does not successfully resolve the dispute, the Association may, within ten (10) days of the termination of mediation, as determined by the mediator, submit the matter to Level 4 Binding Arbitration.

17.5.3.3 Notwithstanding any provision of this Article 17, the parties may at any time in the process mutually agree to mediation. If the parties mutually agree to mediation, the timelines of this Article shall be placed on hold until the conclusion of mediation.

17.5.4 Level 4 – Binding Arbitration.

17.5.4.1 If the matter is submitted to arbitration, the District and the Association shall, within fifteen (15) days, attempt to agree upon an arbitrator. If the parties are

1 unable to agree upon an arbitrator within this time
2 period, the District shall request a list of arbitrators
3 from the State Conciliation and Mediation Service
4 and/or American Arbitration Association. If the
5 Association and the District are unable to agree upon
6 an arbitrator from a list, they will either agree to
7 request another list, or they will strike names from
8 that list until only one name remains. That person will
9 be the arbitrator. The order of striking names shall be
10 determined by lot.

11 17.5.4.2 The arbitration shall be commenced within thirty (30)
12 days of the selection of the arbitrator, or as soon
13 thereafter as schedules permit. Both the Association
14 and the District (Office of Human Resources) shall be
15 responsible for communicating and scheduling the
16 arbitration within 10 days of selection of the arbitrator.

17 17.5.4.3 The arbitrator shall have no power to alter, amend,
18 add to, subtract from, or disregard any of the terms of
19 this Agreement, but shall determine only if there has
20 been a violation of a provision(s) of this Agreement in
21 the respect alleged in the grievance. The arbitrator will
22 be without power or authority to make any decision
23 which required the commission of an act prohibited
24 by law or which is in violation of the terms of this
25 Agreement.

26 17.5.4.4 As soon as possible after the matter is submitted to
27 the arbitrator, the arbitrator shall submit in writing to
28 the District and the Association President and Vice
29 Presidents a final and binding decision. The parties
30 shall, thereafter, conform their conduct and shall
31 satisfy or apply all obligations imposed by virtue of
32 the arbitrator's decision. The arbitrator's decision
33 shall be enforced pursuant to the provisions of the
34 Code of Civil Procedures Sections 1285 et seq.

35 17.6 Miscellaneous Provisions

36 17.6.1 If the grievance is not settled at Levels 1 or 2, only the
37 Association may determine to submit the matter to mediation
38 and to arbitration.

39 17.6.2 The Association and the District shall each bear their own
40 costs associated with any step in the grievance procedure,
41 including mediation and arbitration. Any mutually incurred
42 costs associated with mediation and arbitration, including fees
43 of the mediator and arbitrator, and including any costs for a
44 court reporter and transcript for arbitration, shall be shared by
45 the Association and the District equally.

- 1 17.6.3 The Office of Human Resources shall document the outcome
2 of each grievance and shall ensure consistency in the
3 application of the contract across the District.
- 4 17.6.4 The Office of Human Resources shall serve as a technical
5 assistance provider in the administration of the grievance
6 process, including but not limited to monitoring timelines,
7 coordinating communications and schedules with the
8 Association on mediation and arbitration.

9 **ARTICLE 18.0 – SAFETY**

- 10 18.1 Unit Member safety is a primary concern of the District and
11 Association and is of the highest priority to both parties.
- 12 18.2 The District agrees to comply with standards prescribed by
13 applicable federal, state, and local laws and regulations affecting Unit
14 Member safety in providing and maintaining safe working conditions
15 and equipment.
- 16 18.3 A Unit Member who notices any unsafe condition(s) shall remedy
17 and/or report the condition immediately to the immediate supervisor;
18 the Chief Human Resources Officer or the District Director of
19 Maintenance and Operations. The District will take steps to rectify the
20 condition(s) in a timely manner, based on the nature and urgency of
21 the situation.
- 22 18.4 Each Unit Member shall adhere to the District's Safety Rules and
23 Policies for the well-being of the students and Unit Members of the
24 District.
- 25 18.5 If a Unit Member experiences a threatening situation causing the Unit
26 Member to fear for his/her personal safety and/or the safety of the
27 students, the Unit Member shall report the situation to the College
28 Police Department and direct supervisor. In the event of the absence
29 of a College Police Officer, the Unit Member shall report the situation
30 and circumstances to the direct supervisor. The District will take
31 appropriate action in a timely manner based on the nature and
32 urgency of the situation to ensure the Unit Member's and/or students'
33 safety.

34 **ARTICLE 19.0 – EFFECT OF AGREEMENT**

- 35 19.1 It is understood and agreed that the specific provisions contained in
36 this Agreement shall prevail over District practices and procedures
37 and over state laws to the extent permitted by state law.
- 38 19.2 This Agreement shall constitute the full and complete commitment
39 between both parties. This Agreement may be altered, changed,
40 added to, deleted from, or modified only through the voluntary, mutual
41 consent of the parties in a written and signed amendment to this
42 Agreement. The parties shall abide by all laws, rules, and regulations
43 which would apply to their relationship which are not otherwise
44 modified herein by this Agreement.

ARTICLE 20.0 – SEVERABILITY AND SAVINGS

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

ARTICLE 21.0 – PAST PRACTICES

Neither the Association nor the District shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, neither the Association nor the District shall be bound by any past practices, as defined by PERB and the EERA, prior to July 1, 2010, of the District or by understandings with any Unit Member or organization unless such past practices or understandings are specifically stated in this Agreement. This article shall not preclude the consideration of the past conduct of the parties to aid the interpretation of this Agreement where such would be of assistance to the determination of the intent of the parties with respect to a particular provision of this Agreement.

ARTICLE 22.0 – MAINTENANCE OF OPERATIONS

- 22.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 22.2 During the term of this Agreement, the Association agrees that neither the Association, nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of its Unit Members take part in, at the request of the Association, a strike, a sick out, or a slowdown, against the District, or in the concerted failure to report for duty, or willful absence from his/her duties of employment. Section 22.2 shall terminate on June 30, 2016, unless extended by mutual agreement.
- 22.3 The District agrees that it shall not cause Unit Members to be locked out during the time of this Agreement.
- 22.4 Nothing contained in the Agreement shall be construed to restrict or limit the District in its right to:
- 22.4.1 Seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article;
- 22.4.2 To take such action as it deems necessary to discipline and/or discharge any Member for violation of this Article.
- 22.5 The District shall not provide any Unit Member wages or benefits whatsoever, including, but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while

engaged in any strike, concerted failure to report for duty, or other willful absence from his/her duties of employment.

ARTICLE 23.0 – DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by both parties on July 1, 2026, except where stated, and shall continue in full force and effect up to and including June 30, 2029.

ARTICLE 24.0 – FACULTY SERVICE AREAS

24.1 Any Reduction in Force (RIF) shall be implemented according to provisions in the Education Code regarding Community College Lay-off Procedures.

24.2 District Unit Members shall be grouped into one (1) Faculty Service Area (FSA) encompassing all disciplines.

24.3 If there is a RIF and a Unit Member “bumps” to an alternative discipline or department, the bumping shall be based on two criteria which must be met in order: seniority within the institution and academic qualifications.

24.3.1 Seniority shall be determined according to the seniority list maintained by the Office of Human Resources and Personnel Services.

24.3.2 Academic qualifications to teach courses within a specific discipline or department shall be met in one of two ways. A Unit Member shall:

24.3.2.1 Either hold a valid credential which authorizes that individual to teach courses in that particular department or discipline as categorized on the Yuba College Disciplines List; or

24.3.2.2 Meet the Yuba College Minimum Qualifications Criteria or Equivalency for teaching courses in that discipline or department.

24.4 A RIF shall occur only in accordance with all applicable Education Codes, specifically Sections 87743 et seq.

24.5 Prior to implementing a RIF, the District will consider the offer of retraining leave, early retirement incentives, transfers, or other mutually agreeable options as applicable to all affected Unit Members.

ARTICLE 25.0 – TRAVEL AND CONFERENCE FUND

At the beginning of each academic year, the District shall commit \$20,000 to in-service training, for Unit Members at Yuba College and its centers and sites and \$10,000 for Unit Members at Woodland Community College and its centers and sites.

1 In the event there is money remaining in the travel and conference fund at
2 one or both college(s), the remainder will be set aside to supplement the
3 travel and conference fund the following year up to a maximum of two years'
4 accrual per college. Additional travel will be committed in subsequent years
5 under this section up to a maximum accrual of two years. The District will
6 provide the Faculty Association with an accounting of how much money (if
7 any) was not used no later than July 1st.

8 **ARTICLE 26.0 – COORDINATORS AND SPECIAL PROJECTS**

9 26.1 Coordinator Assignment Definition

10 26.1.1 Coordinator assignments are full-time faculty assignments in
11 which reassigned load is given to perform a variety of duties
12 related to the oversight or responsibility over instructional
13 services, student services, or other College or District needs
14 that exceed one semester. A coordinator may coordinate the
15 activities of, but shall not supervise or evaluate other faculty
16 members or classified employees.

17 26.1.2 Coordinator assignments are separate from regular faculty
18 duties as outlined in Article 7 (regular assignment, office
19 hours, and professional responsibilities) and shall not be
20 performed during hours assigned for regular workload
21 (teaching/counseling, office hours, or professional
22 responsibilities).

23 26.1.3 Any changes or additions to Coordinator positions must be
24 mutually agreed upon by the District and the Association.

25 26.1.4 Special projects or assignments to fill coordinator positions
26 that do not exceed one year are excluded from the
27 requirements of this article. (See Article 26.12.)

28 26.2 Establishment of College Coordinator Positions

29 26.2.1 A new College Coordinator position may be requested in
30 writing by an academic administrator (Director or Dean).
31 Requests may be submitted upon the academic
32 administrator's own initiative or at the suggestion of a faculty
33 member or an academic program. The request must be
34 submitted to the College Vice President or designee by
35 February 15 for coordinator positions that begin in the fall
36 semester and by September 15 for coordinator positions that
37 begin in the spring semester. Each request must include a
38 description of the duties and responsibilities of the College
39 Coordinator assignment, an explanation of the need for the
40 College Coordinator assignment, and the amount of
41 reassigned load being requested.

42 26.2.2 Once requested, new College Coordinator positions shall be
43 determined by the following process:

44 26.2.2.1 All requests for new College Coordinator
45 assignments will be reviewed by a committee

composed of an administrator who is familiar with the program for which the request is being made but who is not the program administrator making the request, the College Vice President or designee, and two (2) Unit Members. One (1) of the Unit Members is appointed by the Academic Senate, and one (1) is appointed by the Association.

26.2.2.2 The College Coordinator Request Committee (as outlined in Article 26.2.2.1) shall develop a fair and equitable process by which to review each request and submit a written recommendation to the appropriate College President by October 15 for coordinator positions beginning spring semester and by March 15 for coordinator positions beginning fall semester.

26.2.2.3 The appropriate College President will make the final determination for the new College Coordinator position, based on the recommendation of the College Coordinator Request Committee. By October 31 for coordinator positions beginning spring semester and by March 31 for coordinator positions beginning fall semester the appropriate College President shall provide in writing the reasons to support or deny the recommendation.

26.2.2.4 The appropriate College President will determine and establish the College Coordinator assignment except in the case of the Flex and Curriculum Committee Coordinators. These assignments shall be established by mutual agreement between the Academic Senate and the Board or Board designee.

26.3 Establishment of District Coordinator Positions

26.3.1 A new District Coordinator position may be requested in writing by an academic administrator for the following academic year. Requests may be submitted upon the academic administrator's own initiative or at the request of a faculty member. Each request must include a description of the duties and responsibilities of the District Coordinator assignment, an explanation of the need for the District Coordinator assignment, and the amount of reassigned load being requested. The request must be submitted to the Vice-Chancellor of Educational Planning and Services, or designee, on or before September 15.

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

26.3.2.1 All requests for new District Coordinator assignments will be reviewed by a committee composed of two (2) District administrators and three (3) faculty members.

One (1) of the faculty members is appointed by the Woodland Community College Academic Senate, one (1) is appointed by the Yuba College Academic Senate, and one (1) is appointed by the Association.

26.3.2.2 The District Coordinator Request Committee (as outlined in Article 26.3.2.1) shall develop a fair and equitable process by which to review each request and submit a written recommendation to the Chancellor or their designee.

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

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

26.4 Coordinator Categories

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

- Category 1 Coordinators provide intern or clinical supervision as well as engage in significant interaction with an advisory committee for a particular instructional program. Such a Coordinator is usually a requirement of the program. Coordinators in this category include but are not limited to Psychiatric Technology, Radiologic Technology (including both Program Coordinator and Clinical Coordinator), Veterinary Technology, and Early Childhood Education. Except for Articles 26.1 and 26.2.1 and this definition, Category 1 Coordinators are exempt from the requirements of Article 26.
- Category 2 Coordinators oversee an essential activity integrated with or in direct support of an instructional or non-instructional program. Such Coordinators may include but are not limited to College Success Center, Writing and Language Development Center, Work Experience, Internship, Puente, and English Composition.
- Category 3 Coordinators manage a program or College-wide activity not directly linked with any particular instructional or non-instructional program. Coordinators in this category include but are not limited to the Student Learning Outcomes Coordinator, Flex Coordinator and the Curriculum Committee Co-Chair. The duties and

responsibilities for these positions reside exclusively with the Academic Senate and the Board or Board designee.

26.5 Reassigned Load Determination

Compensation shall be only in the form of reassigned load to perform Coordinator duties and shall not exceed .40 FTEF. The amount of such reassigned load shall be determined by the appropriate faculty members and administrator (refer to Article 26.2.2.1 or Article 26.3.2.1) when establishing or reviewing the assignment.

Consistent with Article 7.1.6, there shall be a proportional reduction in total workload for both instructional and non-instructional assignments including professional responsibilities, classroom time, preparation time, counseling time, and office hours (e.g. .20 FTEF reassigned load is equivalent to 3 hours lecture, 3 hours prep, 0.8 office hour, and 1.2 professional responsibility hour.)

26.6 Recruitment and Selection

26.6.1 Recruitment

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

26.6.1.2 The District shall post job descriptions on District bulletin boards for ten (10) days as well as notify each Unit Member by District e-mail.

The job description also will outline the application process that will include at a minimum the submission of a letter to the office of Vice-Chancellor of Educational Planning and Services, or designee, indicating the applicant's qualifications relative to the job description. The Vice-Chancellor of Educational Planning and Services, or designee, will forward the letter to the interview committee as defined in Article 26.6.2.

26.6.2 Selection

Selection will be determined by an interview committee consisting of at least one (1) appropriate administrator and at least two (2) Unit Members appointed by the Academic Senate.

26.7 Length of Service and Identification of Duties

26.7.1 Category 2 and 3 Coordinators may serve a term from one (1) year up to a maximum of three (3) years as defined by the original recommendation and posted in the job announcement. When the term has ended, the position is

opened within the area of assignment or throughout the District, whichever is appropriate, so that all interested faculty may apply. The incumbent may reapply for the open position.

26.7.2 The Vice-Chancellor of Education Planning and Services, or designee, will issue a Memorandum of Agreement to the Coordinator outlining the responsibilities of the position as described in the job description, the term of the Coordinator's assignment, and the amount of reassignment.

26.8 Evaluation

26.8.1 Each Coordinator will have an annual evaluation related to their Coordinator assignment. This evaluation will be completed by the assigned administrator and will be consistent with the Memorandum of Agreement.

26.8.2 The evaluation will be completed by May 15 of each year. In the event an evaluation is not completed by May 15, the evaluation shall be deemed to have been satisfactory.

26.8.3 The evaluation will strictly be limited to the expectations in the Memorandum of Agreement, addressing how well the Coordinator is meeting their duties as prescribed therein. The Coordinator evaluation is separate and distinct from a Unit Member's regular assignment/regular evaluation cycle.

26.8.4 Continued service in the Coordinator role will be based on satisfactory evaluation.

26.8.5 In the event that a Coordinator receives an evaluation rating recommending that the Unit Member not continue in the assignment, a temporary appointment will be made by the appropriate college or district administrator for one (1) academic year so that a full recruitment may be conducted.

26.9 Review. The following process shall be followed for the proposed termination of or changes in reassigned load for a coordinator position:

26.9.1 At the request of either the Association or the District, a committee may be assembled to review the on-going need for, the reassigned load for, and/or position duties of an established Coordinator position. The request shall be in writing at least two (2) academic working days in advance of the meeting and shall identify the coordinator position(s) to be reviewed.

26.9.2 For a College Coordinator, such review shall be conducted by a committee composed of the administrator who oversees the Coordinator, the appropriate Vice-President, and at least two (2) faculty members. At least one (1) of the faculty members is appointed by the appropriate Academic Senate and at least one is appointed by the Association.

1 26.9.3 For a District Coordinator, such review shall be conducted by
2 a committee composed of the administrator who oversees the
3 Coordinator, the Vice- Chancellor of Educational Planning and
4 Services, or designee, and at least three (3) faculty members.
5 One (1) of the faculty members is appointed by the Woodland
6 Community College Academic Senate, one (1) is appointed by
7 the Yuba College Academic Senate, and at least one (1) is
8 appointed by the Association.

9 26.9.4 Review Process. The review process shall consist of two
10 meetings held at least two (2) academic working days apart:

11 a. Information Meeting: The first meeting shall be
12 informational only and shall consist of a discussion of any
13 proposed changes in reassigned time or the termination of
14 any coordinator positions that are to take effect the
15 following academic year.

16 b. Action Meeting: At the second meeting, the Committee
17 may engage in further discussion regarding any proposed
18 changes in reassigned time or positions to be terminated,
19 if needed. The Committee shall then make its
20 recommendation(s).

21 The Committee shall submit its written recommendation of
22 any changes to a College Coordinator position to the
23 appropriate College President or its written
24 recommendation of any changes to a District Coordinator
25 position to the Chancellor within 30 days of the initial
26 request.

27 26.9.5 The appropriate College President or the Chancellor will make
28 the final determination for any change in reassigned load
29 and/or the position itself, predicated on the recommendation
30 of the Coordinator Review Committee. Within 30 days, the
31 appropriate College President or Chancellor shall provide in
32 writing the reasons for any changes in an established
33 Coordinator position.

34 26.10 In the event that a Unit Member opts out of a College Coordinator
35 assignment prior to completion of the Memorandum of Agreement or
36 a College Coordinator position is unfilled, a temporary appointment
37 will be made by the appropriate college academic administrator for
38 one (1) academic year so that a full recruitment may be conducted.

39 Prior to full recruitment, the Coordinator Review Committee (as
40 outlined in 26.9.2) will convene to review the on-going need for, the
41 reassigned load for, and/or position duties of an established College
42 Coordinator position. Any changes should follow the process as
43 outlined in Article 26.9.

44 26.11 In the event that a Unit Member opts out of a District Coordinator
45 assignment prior to completion of the Memorandum of Agreement or
46 a District Coordinator position is unfilled, a temporary appointment

will be made by the Chancellor or their designee for one (1) academic year so that a full recruitment may be conducted.

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

26.12 Special Projects

26.12.1 The District or a College may request that a Unit Member fulfill a special project assignment not to exceed one year through an MOU with the Unit Member, which will include the duties of the assignment, the reassigned time and/or compensation, and the duration of the assignment.

26.12.2 The MOU shall be presented to the Unit Member with a copy to the Faculty Association Executive Council for review and feedback. The Unit Member shall have at least 10 working days to consider and review the MOU before signing.

26.12.3 Reassigned time shall not exceed .40 load.

26.12.4 Compensation for a Special Project shall be paid in the form of reassigned time or a stipend set at the Unit Member's EP Lecture rate.

ARTICLE 27.0 – TEMPORARY FACULTY

27.1 For the purposes of Article 27, temporary faculty are those full-time faculty who are not contract or regular faculty as defined by the Education Code. Temporary full-time faculty include those faculty members hired:

- as categorically funded employees (Education Code § 87470);
- as day-to-day substitute for vacancies arising after September 1 (Education Code § 87478);
- as day-to-day substitute for three and four months (Education Code § 87480);
- as faculty in emergencies (Education Code § 87480);
- as long-term substitutes due to illness or absence (Education Code § 87481; 87482);
- due to increased enrollment (Education Code § 87482);
- as specified clinical nursing faculty (Education Code § 87482); or
- for summer and intersession assignments (Education Code § 8784(a)).

However, any faculty member who is entitled to earn tenure (e.g., EOPS and DSPS per Education Code § 87470) shall not be considered a “temporary employee” for purposes of Article 27.

27.2 Temporary faculty do not earn time of service credit towards attainment of status of a regular or contract faculty, and do not earn time of service credit towards seniority, except as provided by law. Refer to Education Code §87470.

27.3 Temporary faculty members are defined and recognized as being members of the Association, but are specifically excluded from the following articles of this Agreement:

Article 4.2 – Sabbatical Leaves

Article 4.13 – Retraining Leave

Article 4.14 - Load Banking Leave

Article 5 – Transfers

Article 24 – Faculty Service Areas

27.4 In the event of the expiration, reduction or elimination of a categorical program, or the expiration, reduction or elimination of a categorical funding source linked to a program, categorically funded temporary faculty may be provided notice and released at the discretion of the District and in a manner consistent with the provisions of the Education Code.

ARTICLE 28: RETIREMENTS AND RESIGNATIONS

28.1. Definitions

28.1.1. Retirement is the act of terminating full-time employment with the District after meeting the eligibility and notification requirements stated in Article 28.2, combined with one of the following:

- Accepting service retirement with the State Teachers’ Retirement System (CalSTRS) or the California Public Employees’ Retirement System (CalPERS); or
- Accepting disability retirement benefits with CalSTRS or CalPERS; or
- Delaying the service retirement benefit from CalSTRS or CalPERS with the intent of receiving retirement benefits at a future date in accordance with applicable law.

28.1.2. Resignation means a voluntary separation from District employment not classified as retirement.

28.1.3. Effective Date of Separation means the last paid day of service or the last day in paid status, as applicable.

1 28.1.4. Separation Notice: Notice under this article shall be in
2 writing to the District and shall be submitted through an
3 electronic District form designated for separation. At the
4 time of submission, the District and FAYCCD will be
5 provided an email notification with submission details. The
6 notice shall include:

- 7
8 (a) the intended Effective Date of Separation; and
9 (b) whether the separation is a resignation or retirement.

10 28.1.5. A Unit Member may withdraw or modify a Separation Notice
11 by submitting a written request to the District within 5 days
12 of submission of the Notice.

13 28.2. Retirement

14 28.2.1. Eligibility

15
16 The Unit Member must be a current member of the
17 Association, have completed the required number of
18 uninterrupted years of full-time service with the District as an
19 academic employee and have attained the age of fifty-five
20 (55) years on the effective date of retirement/separation from
21 the District. Sabbatical and other approved leaves of
22 absence shall not constitute a break in service period.

23 28.2.2. Retirement Notification Incentive

24
25 Unless a shorter notification period is mutually agreed upon
26 between the Association and the District, notice to the
27 District of intent to retire shall be submitted to the District no
28 later than August 10 for retirement after the spring semester
29 of the next calendar year and no later than February 10 for
30 retirement after the fall semester of the same calendar year.
31 Unit Members shall receive \$1,000 for submitting
32 irrevocable notification on or prior to the above dates.
33
34

**YUBA COMMUNITY
COLLEGE DISTRICT**

**FACULTY ASSOCIATION OF
YUBA COMMUNITY COLLEGE
DISTRICT**


Shouan Pan (Sep 22, 2026 09:01:14 PDT)
Shouan Pan, Ph.D.
Chancellor


Travis Smith, PhD.
FAYCCD President

EXHIBITS

EXHIBIT A – RECOGNITION OF COLLECTIVE BARGAINING UNIT

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

SUBJECT: MODIFICATION OF VOLUNTARY RECOGNITION OF
 CERTIFICATED BARGAINING UNIT

(1) DISTRICT

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

(2) EMPLOYEE ORGANIZATION

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

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

INCLUDED:

All full-time tenure-track and categorical professors, associate professors, instructors, librarians, and counselors whose contractual obligation equals or exceeds .60 full-time equivalent.

EXCLUDED:

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

EXHIBIT B – SALARY SCHEDULES

EXHIBIT B.1 – FULL-TIME FACULTY SALARY SCHEDULES – 176 DAYS

YUBA COMMUNITY COLLEGE DISTRICT 176 DAYS SALARY SCHEDULE FOR FULL-TIME FACULTY - 2026/2027

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
STEP							
1	68,350	71,326	74,303	77,278	80,255	83,229	87,694
2	71,326	74,303	77,278	80,255	83,229	86,206	90,669
3	74,303	77,278	80,255	83,229	86,206	89,181	93,646
4	77,278	80,255	83,229	86,206	89,181	92,157	96,622
5	80,255	83,229	86,206	89,181	92,157	95,133	99,594
6	83,229	86,206	89,181	92,157	95,133	98,107	102,571
7	86,206	89,181	92,157	95,133	98,107	101,083	105,546
8	89,181	92,157	95,133	98,107	101,083	104,060	108,522
9	92,157	95,133	98,107	101,083	104,060	107,036	111,498
10	95,133	98,107	101,083	104,060	107,036	110,010	114,475
11	98,107	101,083	104,060	107,036	110,010	112,986	117,449
12	101,083	104,060	107,036	110,010	112,986	115,962	120,425
13	104,060	107,036	110,010	112,986	115,962	118,937	123,401
14	-	110,010	112,986	115,962	118,937	121,914	126,378
15	-	112,986	115,962	118,937	121,914	124,888	129,354
16	-	-	118,937	121,914	124,888	127,865	132,327
17	-	-	121,914	124,888	127,865	130,840	135,303
18	-	-	124,888	127,865	130,840	133,817	138,280
19	-	-	-	130,840	133,817	136,793	141,255
14.2.2 22	-	-	-	133,817	136,793	139,768	144,232
14.2.2 25	-	-	-	136,793	139,768	142,743	147,206
14.2.2 29	-	-	-	139,768	142,743	145,720	150,183
14.2.2 33	-	-	-	142,743	145,720	148,695	153,158

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

The full-time schedule applies to all regular, probationary, and temporary faculty. Salaries are stated as annual amounts.

Effective: 7/1/2026
0.50%

EXHIBIT B.2 – EXTRA-PAY, SUMMER/INTERSESSION SALARY SCHEDULES

YUBA COMMUNITY COLLEGE DISTRICT

EXTRA PAY, SUMMER & INTERSESSION SALARY SCHEDULE FOR FULL-TIME FACULTY - 2026/2027

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
STEP	Per Unit	Per Unit	Per Unit	Per Unit	Per Unit	Per Unit	Per Unit
1	1,586.89	1,655.99	1,725.08	1,794.18	1,863.14	1,932.36	2,035.98
2	1,655.99	1,725.08	1,794.18	1,863.27	1,932.50	2,001.46	2,105.08
3	1,725.08	1,794.18	1,863.27	1,932.36	2,001.86	2,070.52	2,174.17
4	1,794.18	1,863.27	1,932.36	2,001.46	2,070.42	2,139.62	2,243.26
5	1,863.27	1,932.36	2,001.46	2,070.52	2,139.78	2,208.72	2,312.33
6	1,932.36	2,001.46	2,070.52	2,139.62	2,208.34	2,277.78	2,381.43
7	2,001.46	2,070.52	2,139.62	2,208.72	2,277.70	2,346.88	2,450.53
8	2,070.52	2,139.62	2,208.72	2,277.78	2,347.07	2,415.97	2,519.59
9	2,139.62	2,208.72	2,277.78	2,346.88	2,415.62	2,485.07	2,588.69
10	2,208.72	2,277.78	2,346.88	2,415.97	2,484.99	2,554.13	2,657.77
11	2,277.78	2,346.88	2,415.97	2,485.07	2,554.35	2,623.23	2,726.87
12	2,346.88	2,415.97	2,485.07	2,554.13	2,622.91	2,692.33	2,795.94
13	2,415.97	2,485.07	2,554.13	2,623.23	2,692.27	2,761.39	2,865.04
14		2,554.13	2,623.23	2,692.33	2,761.64	2,830.49	2,934.13
15		2,623.23	2,692.33	2,761.39	2,830.19	2,899.58	3,003.22
16			2,761.39	2,830.49	2,899.56	2,968.68	3,072.30
17			2,830.49	2,899.58	2,968.92	3,037.74	3,141.38
18			2,899.58	2,968.68	3,037.48	3,106.84	3,210.48
19				3,037.74	3,106.84	3,175.94	3,279.55
14.2.2 22				3,106.84	3,176.20	3,245.03	3,348.64
14.2.2 25				3,175.94	3,244.76	3,314.10	3,417.74
14.2.2 29				3,245.03	3,314.12	3,383.19	3,486.83
14.2.2 33				3,314.10	3,383.49	3,452.29	3,555.91

The extra-pay salary schedule applies to all regular, probationary, and temporary faculty for teaching and non-teaching overload assignments only.

Effective: 7/1/2026

PARITY: 2026-2027 PART-TIME FACULTY SALARY SCHEDULE

EXHIBIT B.3 – FULL-TIME FACULTY SALARY SCHEDULES – 202 DAYS

**YUBA COMMUNITY COLLEGE DISTRICT
202 DAYS SALARY SCHEDULE FOR FULL-TIME FACULTY - 2026/2027**

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
STEP							
1	78,447	81,863	85,280	88,694	92,111	95,524	100,649
2	81,863	85,280	88,694	92,111	95,524	98,941	104,063
3	85,280	88,694	92,111	95,524	98,941	102,355	107,480
4	88,694	92,111	95,524	98,941	102,355	105,771	110,896
5	92,111	95,524	98,941	102,355	105,771	109,187	114,307
6	95,524	98,941	102,355	105,771	109,187	112,600	117,724
7	98,941	102,355	105,771	109,187	112,600	116,016	121,138
8	102,355	105,771	109,187	112,600	116,016	119,433	124,554
9	105,771	109,187	112,600	116,016	119,433	122,848	127,969
10	109,187	112,600	116,016	119,433	122,848	126,261	131,386
11	112,600	116,016	119,433	122,848	126,261	129,677	134,799
12	116,016	119,433	122,848	126,261	129,677	133,093	138,215
13	119,433	122,848	126,261	129,677	133,093	136,507	141,631
14	-	126,261	129,677	133,093	136,507	139,924	145,047
15	-	129,677	133,093	136,507	139,924	143,337	148,463
16	-	-	136,507	139,924	143,337	146,754	151,875
17	-	-	139,924	143,337	146,754	150,169	155,291
18	-	-	143,337	146,754	150,169	153,585	158,708
19	-	-	-	150,169	153,585	157,001	162,122
14.2.2 22	-	-	-	153,585	157,001	160,416	165,539
14.2.2 25	-	-	-	157,001	160,416	163,830	168,952
14.2.2 29	-	-	-	160,416	163,830	167,247	172,369
14.2.2 33	-	-	-	163,830	167,247	170,661	175,784

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

The full-time schedule applies to all regular, probationary, and temporary faculty. Salaries are stated as annual amounts.

Effective: 7/1/2026
0.50%

EXHIBIT C

This exhibit was intentionally left blank.

EXHIBIT D – Evaluation Forms

EXHIBIT D.1 – STUDENT SURVEY QUESTIONS

YCCD Student Survey Questions

Rating scale:

1 = strongly agree

2 = agree

3 = neither agree nor disagree

4 = disagree

5 = strongly disagree

Not applicable

YCCD Face-to-Face Course Survey Questions

1. The course was well designed and supported learning.
2. Course objectives were identified.
3. I clearly understood my professor's expectations for me as a student.
4. The professor was responsive to student need, changing the approach or offering new explanations if needed.
5. My professor was effective in presenting the subject matter to the class.
6. My professor was effective in interacting with students and managing classroom interactions.
7. My professor connected the material in this course with other areas of knowledge or student interest.
8. My professor was willing and available to offer individual help.
9. My professor used clear guidelines to grade student work.

Written Comments:

What are the strengths of your professor in teaching this class?

What recommendations or feedback do you have for your professor?

YCCD Online Course Survey Questions

1. I could easily find course materials such as the syllabus, assignments, quizzes, lectures, and other appropriate information.
2. Course objectives were identified.
3. I clearly understood my professor's expectations for me as a student.
4. Professor support and additional resources were available when more content was needed to further my understanding.
5. My professor was effective in presenting the subject matter (such as through writing, video, audio, images, etc.).
6. My professor connected the material in this course with other areas of knowledge or student interest.
7. My professor was effective in interacting with students and managing online interactions.
8. My professor responded to communications in a reasonable amount of time.
9. My professor used clear guidelines to grade student work.

Written Comments:

What are the strengths of your professor in teaching this class?

What recommendations or feedback do you have for your professor?

YCCD Counselor Survey Questions

1. My counselor was knowledgeable and helpful during the appointment.
2. My counselor was approachable.
3. My counselor was well organized.
4. My counselor was understanding of my circumstances.
5. My counselor provided me with appropriate resources.
6. My counselor informed me about topics that were important to me (such as registration, an education plan, graduation or completion requirements, careers that interest me, transfer requirements, etc.).
7. My counselor can be trusted to appropriately keep personal matters confidential.
8. I felt like my needs were prioritized during my counseling session(s).
9. I would recommend my counselor to another student or friend.

Written Comments:

What did you most appreciate about your interaction(s) with your counselor?

What recommendations or feedback do you have for your counselor?

YCCD Librarian Survey Questions

Student Evaluation of Classroom Library Instruction

1. The instructor explained the outcomes of the session.
 - a. Clearly from the beginning
 - b. Clearly but not from the beginning
 - c. Generally
 - d. Indirectly
 - e. Never
2. The instructor organized the material of the session.
 - a. Clearly
 - b. Very well
 - c. Adequately
 - d. Not so well
 - e. There was not any clear organization in this presentation
3. The instructor encouraged student participation and was receptive of student views.
 - a. Not Applicable
 - b. Always
 - c. Often
 - d. Occasionally
 - e. Rarely
 - f. Never

4. The instructor was sensitive to students having difficulty during instruction, changing the approach or offering new explanations.
 - a. Not Applicable
 - b. Always
 - c. Often
 - d. Occasionally
 - e. Rarely
 - f. Never

5. The instructor was willing and available to offer individual help if you needed it.
 - a. Not Applicable
 - b. Always
 - c. Often
 - d. Occasionally
 - e. Rarely
 - f. Never

6. The instructor was clear in presenting the subject matter.
 - a. Always
 - b. Often
 - c. Occasionally
 - d. Rarely
 - e. Never

7. The instructor presented clear instructions for activities to students during the session.
 - a. Not Applicable
 - b. Always
 - c. Often
 - d. Occasionally
 - e. Rarely
 - f. Never

8. How would you rate this instructor overall?
 - a. Excellent
 - b. Good
 - c. Average
 - d. Fair
 - e. Poor

NOTE: Please use the back of this form on which to explain what this instructor is doing well and/or what specifically the instructor should do better. Give examples.

Librarian Student Reference Evaluation One-on-One Session

1. The librarian was knowledgeable regarding appropriate information resources.
2. The librarian made me feel comfortable in seeking assistance.
3. The librarian understood my request.
4. The librarian communicated clearly.
5. The librarian was genuinely interested in helping me.
6. The librarian was effective in teaching me how to use library resources.
7. The librarian made appropriate referrals to additional information resources or campus resources.
8. The librarian was someone I would recommend to other students.
9. My overall evaluation of this librarian is:
10. Describe the strengths of the librarian; please be specific and give examples.
11. What could the librarian do to improve their effectiveness?
12. If you have any additional comments regarding any categories listed above, please be specific and give examples.

YCCD Coaching Survey Questions

1. The information provided by my coach was useful and relevant.
2. Practice activities helped me improve as an athlete.
3. My coach was prepared, and practices were well organized.
4. My coach supported my academic progress.
5. My coach listened to feedback from the athletes.
6. My coach prioritized my health while practicing and competing.
7. I would recommend this coach to other athletes.

Written Comments:

What did you most appreciate about your interactions with your coach?

What recommendations or feedback do you have for your coach?

EXHIBIT D.2 – FORM FT-1, EVALUATION SUMMARY FORM



Form FT-1 Evaluation Summary Form Full-Time Faculty

Name of Person Being Evaluated:	Discipline:
Position: ☐ Tenured ☐ Tenure-Track Faculty ☐ Non-Tenure Track (Categorical or Temporary)	
Assignment Type: ☐ Teaching ☐ Counselor ☐ Librarian ☐ Resource	
Tenure-Track Contract Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4	
College: ☐ Woodland Community College ☐ Yuba College	

CHECKLIST OF ENCLOSED DOCUMENTS

☐ Complete Observation Reports ☐ Summary of Student Feedback from Sections Observed ☐ Faculty Self-Study

SUMMARY RANKINGS OF THE CRITERION

Check one of the five evaluation ratings for each item of evaluation. (See synthesis below for detail from the observation sheets; recommendations for improvement must be documented on a Performance Improvement Plan form for each summary “Needs Improvement” and “Unsatisfactory”)

Item of Evaluation	Exemplary	Exceeds Expectations	Satisfactory	Needs improvement	Unsatisfactory
Performance of Assignment					
Professionalism/ Professional Responsibilities					
Professional Growth					
Committee Overall Rating					

Committee Process Recommendation:

☐ Completed ☐ Continue into the Spring Semester ☐ Grant Tenure (Year 4 Evaluatees Only)

President’s Employment Recommendation for Tenure-Track and Non-Tenure Track (Categorical or Temporary):

☐ Reemploy ☐ Do Not Reemploy ☐ Grant Tenure (Year 4 Evaluatees Only)

SYNTHESIS AND HIGHLIGHTS FROM THE FACULTY OBSERVATION REPORT FORMS (FT-2A, FT-2B, OR FT-2C)

COMMITTEE SIGNATURES

The above evaluation represents our best professional judgment. Committee members may attach a statement that summarizes any area of concern or disagreement (use Form FT-5 Evaluation Exception Form).

Committee Chair	Date:
Senate Peer:	Date:
Department Peer:	Date:
Evaluatee 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:
----------------	-------

REVIEW AND APPROVAL

President Signature:	Date:
----------------------	-------

EXHIBIT D.3.A – FORM FT-2A, OBSERVATION REPORT FORM



Form FT-2A Observation Report Form Full-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	Exceeds expectations	Satisfactory	Needs improvement	Unsatisfactory	Did not observe
1. Performance of Assignment	a. Organized, clear, and accurate explanation of key concepts, principles, and relevant examples to aid in comprehension.						
	b. Uses 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. Promotes 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.						
2. Professionalism/ 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 and promotes equitable access and an inclusive environment.						
	c. Timely submission of records such as grades, rosters, book orders, syllabi, program review, learning outcomes, etc. as appropriate to the assignment.						
	d. Participates 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 reviews, student activity advisement, etcetera.) (Refer to FAYCCD CBA Article 7.15)						
	e. Holds office hours as planned, keeps appointments, and adequately prepares for meetings with all stakeholders.						
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.						
	c. Demonstrates understanding of YCCD Diversity, Equity, Inclusion, and Accessibility (DEIA) and anti-racist competencies through self-evaluation. ☐ Shows Proficiency ☐ Needs Improvement						

WRITTEN COMMENTS / RECOMMENDATIONS

OVERALL EVALUATION

☐ Exemplary ☐ Exceeds Expectations ☐ Satisfactory ☐ 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:

EXHIBIT D.3.B – FORM FT-2B, OBSERVATION REPORT FORM



Form FT-2B Observation Report Form Full-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	Exceeds Expectations	Satisfactory	Needs Improvement	Unsatisfactory	Did not observe
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. Uses 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. Promotes 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.						
2. Professionalism/ 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 and promotes equitable access and an inclusive environment.						
	c. Timely submission of records such as grades, rosters, book orders, syllabi, program review, learning outcomes, etc. as appropriate to the assignment.						
	d. Participates 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 reviews, student activity advisement, etcetera.) (Refer to FAYCCD CBA Article 7.15)						
	e. Holds office hours as planned, keeps appointments, and adequately prepares for meetings with all stakeholders.						
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.						
	c. Demonstrates understanding of YCCD Diversity, Equity, Inclusion, and Accessibility (DEIA) and anti-racist competencies through self-evaluation. ☐ Shows Proficiency ☐ Needs Improvement						

WRITTEN COMMENTS / RECOMMENDATIONS

OVERALL EVALUATION

☐ Exemplary ☐ Exceeds Expectations ☐ Satisfactory ☐ 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:

EXHIBIT D.3.C – FORM FT-2C, OBSERVATION REPORT FORM FULL-TIME NON-INSTRUCTIONAL FACULTY



Form FT-2C Observation Report Form Full-Time Non-Instructional Faculty

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

PERFORMANCE INDICATORS

Area	Criterion	Exemplary	Exceeds expectations	Satisfactory	Needs improvement	Unsatisfactory	Did not observe
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. Assists students with setting goals including academic and career goals.						
2. Professionalism / 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.						
	d. Participates 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, etcetera) (Refer to FAYCCD CBA Article 7.1.5).						
	e. Holds office hours as planned, keeps appointments, and adequately prepares for meetings with all stakeholders.						
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. Demonstrates understanding of YCCD Diversity, Equity, Inclusion, and Accessibility (DEIA) and anti-racist competencies through self-evaluation. ☐ Shows Proficiency ☐ Needs Improvement						

WRITTEN COMMENTS / RECOMMENDATIONS

OVERALL EVALUATION

☐ Exemplary
 ☐ Exceeds Expectations
 ☐ Satisfactory
 ☐ 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:

EXHIBIT D.4 – FORM FT-3, SELF STUDY



Form FT-3 Self Study Full-Time Faculty

Employee Name:	Date:
Semester/Year:	

PERFORMANCE OF ASSIGNMENT

Performance of Assignment: Please reflect and comment on what you have done in terms of your performance in your assignment(s), which might include instruction/student services/responsibilities/expertise in subject matter/skill in contract assignment, effectiveness of communication, and other contractually required aspects of the position.

Please analyze and discuss your:

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

--

PROFESSIONALISM/PROFESSIONAL RESPONSIBILITIES

Please reflect on what you have done in terms of professional responsibilities. See [FAYCCD Article 7.1.5](#).

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.

Diversity, Equity, Inclusion, and Accessibility:

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

Identify 2-3 professional development goals you have for the next 1-3 years.

EXHIBIT D.5 – FORM FT-4, PERFORMANCE IMPROVEMENT PLAN



Form FT-4 Performance Improvement Plan Full-Time Faculty

Faculty Name:	Date:
Prepared by:	

If the Evaluation Summary Form (FT-1) contains a rating of unsatisfactory or needs improvement in any of the three criteria, the Chair will develop a Performance Improvement Plan (PIP) and present it to the Unit Member. The recommendations in the PIP shall be specific, identify measurable actions required of the evaluatee, and include a reasonable timeline to meet concerns (Article sections 6.5.4.10 and 6.6.4.2.8).

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):	
Final 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: _____

EXHIBIT D.6 – FORM FT-1, EVALUATION EXCEPTION FORM



Form FT-5 Evaluation Exception Form

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 in the spring semester. This form will be attached to the evaluation packet.

COMMENTS

--

REQUESTOR'S SIGNATURE

The above evaluation represents my best professional judgment:	
Name:	
Signature:	Date:

EXHIBIT E – COURSE CAP REVIEW FORM AND RUBRIC

Exhibit E

Course Cap Review Form and Rubric

Course Being Reviewed:

Course Name: _____

Type of Review: (Check one)

- ☐ Review of Currently Established Course Caps (On Cycle)
- ☐ Off-Cycle Changes to an Existing Course Cap
- ☐ New Course

Reviewer: (Check one)

- ☐ Discipline Faculty
- ☐ Scheduling Administrator
- ☐ Course Cap Review Group
- ☐ Tie Breaker/Vice Chancellor of Education and Planning

Recommended Course Classification: (Check one)

- ☐ Intercollegiate/Kinesiology
- ☐ Large Lecture
- ☐ Lecture with Discussion Groups
- ☐ Regular Lecture/Discussion
- ☐ Applied Courses
- ☐ Group Learning/Individualized Instruction
- ☐ Science Lab/Application Class
- ☐ Specialized Courses and Clinical/Practicum Courses

Recommended Course Cap - The course cap must align with the Course Cap Rubric: _____

Course Cap at Conclusion of Process: _____

Please describe the rationale for this course cap, which may include recommendations from professional organizations, comparisons with other institutions, quantitative data, the course outline of record (with assessment type), safety and equipment considerations, requirements from licensing boards, etc. Additional sheet may be attached if needed.

Signatures:

Discipline Faculty: _____
Printed Name Signature Date

Scheduling Administrator(s):

Woodland CC: _____
Printed Name Signature Date

Yuba College: _____
Printed Name Signature Date

Course Cap Review Group:

College Admin 1: _____
Printed Name Signature Date

College Admin 2: _____
Printed Name Signature Date

College Admin 3: _____
Printed Name Signature Date

WCC Senate Rep: _____
Printed Name Signature Date

Yuba Senate Rep: _____
Printed Name Signature Date

FAYCCD Rep: _____
Printed Name Signature Date

Tie Breaker/Vice Chancellor of Education and Planning:

Printed Name

Signature

Date

Course Cap Rubric

Course Classification	Description	Course Cap
Intercollegiate/Kinesiology	Course maximum will vary based upon team size, health and safety requirements, and other considerations. Assessment includes skills demonstrations and observation. Individual feedback is provided on a regular basis.	60 or fewer (except football, which is 80 or fewer.)
Large Lecture	Primary method of instruction is lecture, and the course includes no lab component. Lecture based instruction that may include limited group activities. Assessment may be primarily through objective exams and quizzes which may include subjective short answer/essay components.	50
Lecture with Discussion Groups	Primary method of instruction is lecture and may include large and small group discussion. Assessment may be primarily through multiple choice style exams and quizzes which may include short answer and/or essay components.	40
Regular Lecture/ Discussion	Substantial instructor-student contact. While the instructor provides lecture, activities such as guided group learning, discussion, and student presentations are also emphasized. Assessment may include objective exams, writing assignments, skill demonstrations, and/or portfolio assessment. May include weekly or daily assignments that require instructor feedback.	35

Course Classification	Description	Course Cap
Applied Courses	Courses that involve individual and group projects and practice. May include lecture/lab combinations non-science labs that may involve group exercises with specialized equipment or instruments. May include extensive student presentations. Individual and group feedback is provided on a regular basis.	30
Group Learning/ Individualized Instruction	Short lectures may be utilized, but class time incorporates extensive pair and/or small group work, role plays, and discussions. Faculty monitor activities and frequently provide assessment and individualized qualitative feedback. Assignments are assessed for accuracy, critical thinking, and other discipline specific requirements. Evaluation may be through multi-draft essays or portfolios.	27
Science Lab/ Application/Class	Individualized feedback is provided in a lab or studio setting. Instruction may include experiments, use of discipline specific tools, creative projects, group projects, and demonstration of proficiency. Assessment may include portfolios, performances, demonstrations weekly quizzes, lab reports, problem sets, evaluation of lab notebooks, and lab exams.	30 or fewer
Specialized Courses/ Clinical and Practicum Courses	Courses with health, safety or regulatory requirements that require lower student to instructor ratios to ensure a safe learning environment. Assessment includes skills demonstrations and observation. Qualitative feedback may be provided on a weekly basis and may be necessary on a daily basis.	20 or fewer

EXHIBIT F – MANDATORY COMPLIANCE TRAININGS

Exhibit F

Mandatory Compliance Training

The following is the list of mandatory compliance trainings required of identified Unit Members as of the date this Agreement is executed.

Training Topic	Minutes	Legal Authority	Required Interval
New Hire Orientation (25 min)	25	Title 8 CCR §3203(a)(7)(B); Labor Code §6401.7	New Hire
Office Ergonomics (15 min)	15	Title 8 CCR §5110; Title 8 CCR §3203(a)(7)	New Hire
Minutes	40		
Hours	0.67		

Training Topic	Minutes	Legal Authority	Required Interval
Title IX / Sexual Misconduct Reporting	90	34 C.F.R. §106.45; Education Code §66281.5	Annual
Hazard Communication / Chemical Safety (Lab Faculty)	180	Title 8 CCR §5194; §5191	Annual
Bloodborne Pathogens (Health Sciences/Lab Faculty)	30	Title 8 CCR §5193	Annual
Workplace Violence Prevention	120	Labor Code §6401.9; Title 8 CCR §3203	Annual
Clery Act / CSA Training	40	20 U.S.C. §1092(f)	Annual
Mandated Reporter Training (Child Abuse)	36	Penal Code §11165.7; §11166	Annual
Cybersecurity / Data Security Awareness	60	Civil Code §1798.82; FERPA safeguards	Annual
Emergency Preparedness / Active Shooter	60	Title 8 CCR §3203	Annual
IIPP (15 min)	15	Title 8 CCR §3203; Labor Code §6401.7	Annual
IIPP Policy (30 min)	30	Title 8 CCR §3203(a)(7), (a)(8); Labor Code §6401.7	Annual
Minutes	661		
Hours	11.02		

Training Topic	Minutes	Legal Authority	Required Interval
Sexual Harassment Prevention	60	Government Code §12950.1; Title 2 CCR §11024	Biennial
FERPA / Student Records Privacy	16	20 U.S.C. §1232g; 34 C.F.R. Part 99; Ed Code §76210	Biennial
Equity, Diversity, Inclusion (DEIA) Competencies	45	Title 5 §53000 et seq.; Ed Code §87100	Biennial
EEO Training	120	Title 5 CCR §53003; Education Code §87100 et seq.;	Biennial

Minutes	241
Hours	4.02

Training Topic	Minutes	Legal Authority	Required Interval
Evaluation Training Related to DEIA	60	Education Code §87663; Gov Code §3543.2	Triennial
Minutes	60		
Hours	1.00		

2026-2029 FAYCCD Collective Bargaining Agreement - FINAL

Final Audit Report

2026-09-22

Created:	2026-09-21 (Pacific Daylight Time)
By:	Faaizah Akhtar (fakhtar@yccd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMks0gnP0nmWNhpjrKWWzjtKG2TY_YVhk

"2026-2029 FAYCCD Collective Bargaining Agreement - FINAL" History

-  Document created by Faaizah Akhtar (fakhtar@yccd.edu)
2026-09-21 - 4:53:21 PM PDT- IP address: 207.62.208.36
-  Document emailed to Shouan Pan (span@yccd.edu) for signature
2026-09-21 - 4:55:52 PM PDT
-  Email viewed by Shouan Pan (span@yccd.edu)
2026-09-22 - 9:00:39 AM PDT- IP address: 207.62.208.36
-  Document e-signed by Shouan Pan (span@yccd.edu)
Signature Date: 2026-09-22 - 9:01:14 AM PDT - Time Source: server- IP address: 207.62.208.36 - Signature Appearance Selected: DRAW
-  Document emailed to Travis Smith (tsmith@yccd.edu) for signature
2026-09-22 - 9:01:18 AM PDT
-  Email viewed by Travis Smith (tsmith@yccd.edu)
2026-09-22 - 9:07:17 AM PDT- IP address: 172.225.89.0
-  Document e-signed by Travis Smith (tsmith@yccd.edu)
Signature Date: 2026-09-22 - 9:33:09 AM PDT - Time Source: server- IP address: 66.60.185.242 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-09-22 - 9:33:09 AM PDT