

**TENTATIVE AGREEMENT BETWEEN
OHLONE COMMUNITY COLLEGE DISTRICT AND
THE UNITED FACULTY OF OHLONE (UFO)**

May 19, 2025

This Tentative Agreement (TA) is comprehensive and is the overall settlement agreement of the entire contract. Accepting this Tentative Agreement means that all other District and UFO proposals are withdrawn or dropped, except for those specifically stated in this TA.

The language and terms in the TA are effective on the later of (1) the date or time specified in the language of the specific provision, or (2) the day following the day on which the TA is ratified by the Board of Trustees. If the parties specify another effective date for a specific provision, that specific language controls the effective date. All TA terms can only be effective after both parties ratify the TA, so terms are not retroactive to July 1, 2024. The TA language will be included in the 23-26 contract. The Board of Trustees will only consider ratifying the TA after UFO has already ratified it.

A. Article 16.1 and Salary Schedules:

1% Retro Pay to July 1, 2024

Faculty will receive a compensation increase of 1% on the salary schedule, retro to July 1, 2024. The District expects this will take some time to calculate and process. Every effort will be made to process retroactive payment no later than three months after both parties' ratification; however, if extension is needed, the parties agree to provide more time for processing but not longer than 6 months.

Any part-time (PT) or full-time (FT) faculty who had a summer contract in July and/or August of 2024 and worked that summer contract will receive this 1% retroactive pay increase in the form of a stipend corresponding to the 1% salary increase for the payment each received for that summer work.

Both parties agree that PT and FT faculty members with summer contracts in July and August of 2024 will receive this stipend, with the amount of the stipend calculated based on:

- The compensation received by the faculty for their July and/or August 2024 work
- Multiplied by the agreed percentage of 1% increase and paid as a stipend, after it is calculated and processed.

1.72% Future Salary Increase in Future Years

Faculty will receive a total salary increase of 1.72% on the salary schedule distributed over the following timeline: the 2027-28 percentage of 0.40%, will be calculated and paid effective as

of 7/1/27, the 2028-29 percentage of 0.66%, will be calculated and paid as of 7/1/28, and the 2029-30 percentage of 0.66%, will be calculated and paid as of 7/1/29:

- 2025–2026: 0%
- 2026–2027: 0%
- 2027–2028: 0.40%
- 2028–2029: 0.66%
- 2029–2030: 0.66%

The District and the UFO agree to the remediation of 1.72% COLA that the UFO did not receive during the 2022-2023 contract negotiations cycle. To accommodate the college's current budget challenges, the District and the UFO agree to phase in this adjustment to the salary schedule in installments according to the timeline above.

These installments shall not represent an agreement between the District and the UFO regarding COLA allocation in 2024-2025 or subsequent years and in no way condition future COLA.

- B. **Article 15.1 (Medical, Dental, Vision, and Life Insurance):** The parties agree that, beginning with the pay period ending December 31, 2025, the District's monthly contribution toward full-time faculty medical benefits will increase by an additional \$125 per month to One Thousand Six Hundred Dollars (\$1,625), for a total of Nineteen Thousand, Five Hundred (\$19,500) annually.
- C. **Article 15.1.3 (Benefits for Part-Time Employees):** The parties agree to participate in the State-sponsored health benefits reimbursement program for part-time faculty who meet the requirements, for the time that State reimbursement is available and this program remains cost-neutral to Ohlone. This is to begin in spring 2026 as outlined in a separate MOU, attached as **Exhibit 1** (which will be added to the contract as part of 15.1.3).
- D. **Article 16.12 (Counselor Contract):** The parties agree to the full-time counselor loading language for the Counseling Department, which was drafted by both parties on March 29, 2024, attached as **Exhibit 2** (which will be added to the contract as part of 16.12).
- E. **Article 16.2 (Instructional Loading):** The parties agreed in 2025 to address lab loading parity. In accordance with existing contract language in section 16.2.1, 21 weekly scheduled hours currently constitute a full-time instructional load for all lab courses during the primary (fall/spring) semesters.
- The lab loading is outlined in **Exhibit 3** (which will be added to the contract as part of 16.2). This adjustment will apply only to courses not offered in a Distance Education format and that are not "stacked".

F. **Article 16.9 (Compensation for Athletics Coaching Assignments and Appendix N):** Both parties agree:

- increase athletic head coach stipends by a total amount of 25% from the 23-24 stipend amount
- increase athletic assistant coach stipends by a total amount of 10% from the 23-24 stipend amount

Appendix N amounts will be updated, so the current provision in N will be changed to the new provision in N:

○ Current:

FT/PT Faculty - Athletic Head Coach \$2,643.00 FT/PT
Faculty - Athletic Assistant Coach \$2,391.00

○ New:

FT/PT Faculty - Athletic Head Coach \$3,303.75
FT/PT Faculty - Athletic Assistant Coach \$2,630.10

This is effective the semester after the semester in which the TA is ratified by both parties.

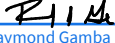
The language in 16.9 of the CBA will be revised to remove the first and second sentences of: “The parties commit to discussing the structure of coaching stipends during the 2023-2024 negotiations cycle. In the interim, stipends can be allocated amongst coaching staff with the agreement of the appropriate Dean.”


G. **Article 18.10 (Re-employment Preference for Part-Time Faculty):** Both parties agree to the language changes to part-time reemployment preference attached as **Exhibit 4** (which will be added to the contract as part of 18.10).


By signing below, the parties confirm that they have reached a Tentative Agreement and agree to these terms in this document as a Tentative Agreement. Both parties understand that the Tentative Agreement must be ratified by the unit members (UFO) first and then ratified by the Board of Trustees of Ohlone Community College District before the agreement is final and binding as the Collective Bargaining Agreement.

For the District:
Ohlone Community College District

Vy Le 
Vy Le (May 19, 2025 21:11 PDT)

Raymond Gamba 
Raymond Gamba (May 20, 2025 07:26 PDT)

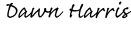
Farhad Sabit 
Farhad Sabit

Lori Silverman 
Lori Silverman

Rakesh Swamy 
Rakesh Swamy

For the Union:
United Faculty of Ohlone (UFO)

Emmanuel Garcia 
Emmanuel Garcia (May 20, 2025 08:24 PDT)

Dawn Harris 
Dawn Harris

Jennifer Jovel 
Jennifer Jovel (May 20, 2025 08:21 PDT)

Heather McCarty 
Heather McCarty (May 20, 2025 21:34 GMT)

Tobias Smith 
Tobias Smith (May 20, 2025 10:27 PDT)

DATE: 05/19/2025

DATE: 05/19/2025

The Tentative Agreement (TA) is not effective until ratified by the members of the UFO and ratified by the Ohlone Governing Board as part of ratifying all TAs on the entire contract. The Ohlone Governing Board will only consider the set of all TAs for ratification after UFO has already ratified the set of all TAs. This TA is not effective until ratified by both parties.

Exhibits:

1. health benefits reimbursement program for part-time faculty
2. full-time counselor loading
3. Instructional loading
4. re-employment preference for part-time faculty

Part-Time Health Insurance Exhibit 1

The UFO and District agree to on-going participation in the State Chancellor's Part-Time Faculty Health Insurance Program. Eligibility and reimbursement amounts will be determined as described by the program's authorizing statute, Education Code sections 87860 through 87868. Part-Time Faculty are those with assignments equal to or greater than 40 percent of a full-time assignment. Multidistrict part-time faculty are those with total teaching assignments at two or more community college districts equal to or greater than 40 percent of a full-time assignment.

The District shall reimburse eligible part-time faculty for the uncovered premium of medical insurance for which they are the primary plan recipient from another California Community College up to the monthly full-time faculty health insurance benefit amount. Part-time faculty are eligible if at the start of the semester they carry at least a 40% load. If a part-time faculty member drops below 40% load during the semester, eligibility will be determined by the average load of the previous two semesters excluding Summer terms. The District will report via email to all faculty 1) how much is left in the CCCO reimbursement fund, 2) how much was claimed for reimbursement by Districts the previous year by March 1st each year. The District's participation in the program each year will be contingent on whether the amount of money remaining in the state fund is larger than **double the prior year's disbursements as reported by the CCCO. If remaining in the state fund is less than double the total disbursed in the previous year, the District may decline to participate in the program.** The UFO and District will announce to faculty via email each year by March 1st whether the District will participate in the program in the subsequent fiscal year. Reimbursement to part-time faculty shall occur once each semester.

16.12 Counselor Contract

Counselor salaries pursuant to the base work year of 185 duty days shall be set forth on a separate salary schedule. The counselor's workday schedule shall be determined by the District, however, counselors may indicate desired work days.

16.12.1 Full-Time Counselor Loading

Time Period:

A full-time counselor's semester load is spread over **seventeen (17)** schedule weeks. The **seventeen (17)** weeks consist of sixteen (16) weeks of instruction and Learning College Week.

Weekly Student Contact:

A full counseling load includes thirty-two (32) hours of weekly student contact **which may include activities outside of regular counseling appointments**. Other work assigned by the Dean may be included in this load. When a Full Time Counselor is assigned to teach a COUNS course, each contact hour includes another contact hour of prep time and is considered part of the weekly student contact. This is only applicable during the 16 weeks of instruction.

Evaluation

Five weekly hours are included in **the thirty-two hours** for evaluation time e.g. follow-up to appointments, paperwork, responding to emails, evaluation of student transcripts, etc. The District and UFO will continue to work together to determine if the 5 eval hours is appropriate for SAS, Athletics, EOPS, mental health, and other counselors.

REMOVED:

Flex activities do not count toward weekly student contact.

Counselors will fulfil their professional responsibilities as outlined in 24.6.2 outside of the 30 weekly student contact hours.

Instructional Loading

Loading Definitions

The following loading definitions have been established in an attempt to encompass the broad variety of teaching and learning that occur at the college. The UFO and the District recognize that each type of faculty assignment contributes in a meaningful way to the combined educational environment that our students value. The determination of which course/assignment fits into which category shall be a curricular matter, relying primarily on the advice of faculty in the discipline.

For the 2022-2023 Academic Year, twenty-one (21) weekly scheduled hours shall be considered as a primary (fall/spring) semester's full-time instructional load for all lab courses. Differential loading will be negotiated during the 2022-2023 negotiations cycle.

The District and the UFO agree that for courses in the Biology department fifteen (15) weekly scheduled hours shall be considered as a primary (fall/spring) full-time instructional load. To guide future implementation, the District and the UFO will establish a committee composed of two administrators and two faculty members. This committee will develop and implement differential lab loading according to the 2022 classification of lab courses within 5 years. The District and the UFO will check in on an ongoing basis regarding the implementation of the plan. This adjustment will apply only to courses not offered in a Distance Education format and that are not "stacked"

For the 2025-2026 Academic Year, twenty-one (21) weekly scheduled hours shall be considered as a primary (fall/spring) semester's full-time instructional load for all other lab courses in other departments. The committee may reclassify courses if necessary.

A Lecture Class assignment is one wherein the instructor devotes his or her time in class to a presentation of subject matter, discussion, and/or problem solving. Time outside of class is devoted to preparation and to critiquing and evaluating assignments, examinations, and/or presentations. Fifteen (15) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.

Lab Category A: The instructor devotes the major portion of the class time to guiding students who are working on experiments, exercises, and/or presentations. Depending on the discipline, the instructor may additionally devote some time to demonstrating skills and techniques and then supervise student practice and/or performance. In all cases, the assignment includes time outside of class for preparation and for evaluation of student work. **Fifteen (15) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.**

Lab Category B: The instructor is working with students who may be enrolled in any section of the lecture course, not necessarily one taught by this instructor, **or stand alone lab course**. The assignment typically requires no time commitment outside of the assigned time, except in cases

where the instructor may be contributing to the development of assignments used in the lab. **Twenty-one (21) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.**

Lab Category C: The instructor is there to support individual students in their development of discipline-related skills **on a drop in basis**. ~~The students are seeking support on a voluntary basis.~~ The assignment typically occurs in an individualized learning center, for which there is minimal preparation and no outside assessment of student work. **Twenty-one (25) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.**

Lab Category D: There are portions of the course during which instruction and/or supervision is provided by an instructor other than the instructor of record. There are portions of the course that may occur off-site. The faculty, in addition to providing instruction, may oversee site supervision, contact site supervisors, establish and maintain relationships with site supervisors, and perform other administrative tasks such as onboarding of students. This includes, but is not limited to, preceptorship and internship courses. **Fifteen (15) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.**

Lab Category E: Courses that do not require faculty discipline specific expertise. Students work off-site with supervision from someone other than the faculty of record and may include in the submission of documentation and/or assignments to the faculty of record. Faculty oversight of off-site student work is minimal and does not typically include establishing or maintaining off-site partnerships. This includes Work Experience (WEX). **Thirty (30) weekly scheduled hours of this assignment shall be considered as a normal semester's full-time instructional load.**

No Full-time faculty member will be required to teach non-credit courses as part of their regular load.

Faculty teaching dual enrollment will be paid for any hours worked at the school site beyond contact hours assigned to the course.

18.10.1.2 A part-time faculty member who has gained re-employment preference will forfeit that preference if (i) they have a break in service of two academic years **except as stated below under exceptions** or (ii) they have two consecutive unsatisfactory evaluations. If the District re-hires the faculty member, they will regain re-employment preference upon earning two satisfactory evaluations. **The District and UFO recognize that there are circumstances beyond a faculty member's control which necessitate breaks in service. Faculty members whose breaks in service include child rearing, medical leave or disability shall forfeit that preference after a break in service of 3 academic years.**

18.10.3 Other Benefits

18.10.3.1 If a class is cancelled after the Thursday before the start of instruction, the District will pay the Faculty member an amount equal to a week's worth of instruction except for classes added two weeks or fewer before the start of instruction. This only shall apply to Fall and Spring courses.

18.10.3.2 The Parties recognize the adverse effect on part-time faculty when their course offerings are changed or revoked. Part-time faculty with re-employment preference shall not have a course offering changed or revoked if and when the course being revoked will be given to a full-time faculty member who was reassigned the revoked course in the previous semester (excluding Summer) because one or more of their courses was cancelled due to low enrollment.











Tentative Agreement May 2025 - District Ohlone College 5.19.25 W UPDATED EXHIBITS

Final Audit Report

2025-05-20


Created:	2025-05-20
By:	Vy Le (Vle@ohlone.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMDryJ1XcOJat3h-Id-ROOSOMkpl3FtOG

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Signature Date: 2025-05-20 - 5:37:16 PM GMT - Time Source: server- IP address: 207.62.190.18

 Vy Le (Vle@ohlone.edu) added alternate signer hjmccarty@gmail.com. The original signer Heather McCarty (hmccarty@ohlone.edu) can still sign.

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 Signer hjmccarty@gmail.com entered name at signing as Heather McCarty

2025-05-20 - 9:34:23 PM GMT- IP address: 166.198.198.75

 Document e-signed by Heather McCarty (hjmccarty@gmail.com)

Signature Date: 2025-05-20 - 9:34:26 PM GMT - Time Source: server- IP address: 166.198.198.75

 Agreement completed.

2025-05-20 - 9:34:26 PM GMT