

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

**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of the entire contract.** Accepting this Tentative Agreement means that all other District and UFO proposals are withdrawn or dropped, except for those in this TA.

**Full-Time Faculty:**

**(a) 5.07% COLA:** Full-time faculty will receive a 5.07% COLA ongoing on the salary schedule. The 5.07% will be added to the salary schedule effective August 1, 2021 if this agreement is ratified by the UFO by September 30, 2021 and ratified by the Board of Trustees on October 13, 2021. Faculty teaching during July 2021 (July 1-31, 2021) will also receive a 5.07% COLA for that month in the form of a stipend, payable on or before December 31, 2021.

**Part-Time Faculty:**

**(a) 5.07% COLA:** Part-time faculty will receive a 5.07% COLA ongoing on the salary schedule. The 5.07% will be added to the salary schedule effective August 1, 2021 if this agreement is ratified by the UFO by September 30, 2021 and ratified by the Board of Trustees on October 13, 2021. Part-time faculty teaching during July 2021 (July 1-31, 2021) will also receive a 5.07% COLA for that month in the form of a stipend, payable on or before December 31, 2021.

**(b) 2% on-going Salary Schedule Increase:** Part-Time faculty will receive a compensation increase of 2% ongoing on the salary schedule. The 2% will be added to the current part-time salary schedule effective August 1, 2021 if this agreement is ratified by the UFO by September 30, 2021 and ratified by the Board of Trustees on October 13 2021.

**Statement of Commitment to Conduct a Comprehensive Salary Study:** The District will pay for the cost of a comprehensive classification and compensation salary study (including benefits) for full and part time faculty using the Bay 10 Colleges for comparison. The parties will meet to discuss the parameters of said study and determine the timeline accordingly with an intention to finish by March 2022.

**Statement of Ongoing Commitment to Continue to Improve Total Compensation for Part-Time Faculty:**

The Board of Trustees and UFO continue to be committed to improving the total compensation for our part-time faculty members. Part-time faculty office hours have been formally instituted and the District and the UFO have agreed on working together towards defining parity. The parties value the service and commitment of our new and long-term faculty and will continue to work together during the 2021-22 negotiations to address parity.

The district and the UFO agree that 70 percent of full-time salary is the minimum starting point for a definition of parity for part-time faculty pay. The hourly definition of parity with this

starting point is 70 percent of full-time salary divided by 30 further divided by 18 for lecture assignments. The parity definition is a guide to measure if the District is moving towards or has achieved parity. This definition is not a commitment on the part of the district to achieve parity in a given time frame nor does it quantify service obligations for faculty beyond teaching duties.

**Salary Schedules: see attachments**

**Contract Agreement Reorganization:** The agreement has been reorganized to incorporate former appendices and new sections in a logical order. All Articles cited below include the title of the section for clarity.

**Contract Agreement Language:** In the course of the reorganization, non-substantive edits were also made to standardize the use of terms and titles as well as to move to gender-inclusive language.

**Article 3.1.7 (United Faculty of Ohlone Rights):**

- New Language: The District will contribute an amount of release time up to forty-two (42) Faculty Load Credits (FLCs) per fiscal year.
- Previous Language: The District will contribute an amount of release time up to thirty (30) Faculty Load Credits (FLCs) per fiscal year.

**Article 3.1.9 (United Faculty of Ohlone Rights):** The District will provide UFO with a list of all faculty on a quarterly basis. The District will provide UFO with a list of new hires and rehires, including work and contact information, on a monthly basis.

**Article 5 (Academic Freedom):** This new article defines Academic Freedom, the rights and responsibilities for members with regards to speech, and the limitations of the District with regards to monitoring and inspection of electronic communications and files involving District devices or networks.

**Article 6 (Non-Discrimination):** This new article defines categories of discrimination and the process by which members can file a discrimination complaint.

**Article 9 (Discipline):** This new article expands on former Article 18.4 (Complaints Against Faculty) by delineating the process by which complaints are handled, what types of complaints fall under this article, and detailing progressive corrective actions that may be taken.

**Article 11 (Evaluation of Tenure-Track Faculty):** This new article details the evaluation process for tenure-track faculty, removing this from former Article 13 (Evaluation of Full-Time Faculty). The article describes the tenure-review process, including its components, the make-up of the tenure-review committee, and the timeline.

**Article 12 (Evaluation of Tenured Full-Time Faculty):** Formerly Article 13 (Evaluation of Full-Time Faculty), language pertaining to tenure-track faculty has been removed and the Student Evaluation section (Article 12.5.C) has been revised to reflect current practice and to align with other evaluation sections.

**Article 13 (Evaluation of Part-Time Faculty):** This new article expands on former Article 10.10 (Evaluation of Part-Time Faculty) and incorporates former Appendix N (Evaluations for Part-Time Faculty at Ohlone College). Division Deans will conduct initial observations for new hires as well as observations after an unsatisfactory evaluation. Part-Time faculty may consult with Deans regarding concerns about a faculty member assigned to observe their work. Observations will occur during a time period corresponding to 40% and 75% of the term.

**Article 14.4 (Calendar and Flex Time):** Any training required as a condition of employment will be compensated by the District at a rate to be negotiated by the UFO and District.

**Article 15.1.3 (Benefits for Part-Time Employees):** The District offers all part-time unit members enrollment in the Employee Assistance Program at no cost to the employee.

**Article 15.5 (Benefits for Emeritus Faculty):** Emeritus benefits will be available to eligible retired full-time faculty for one year following the unit member's retirement date.

**Article 16.2.1.5 (Salary):** The District and UFO commit to assigning all lab courses to one of the three contractual categories (see 16.2.1.2, 16.2.1.3, and 16.2.1.4) during the 2021-2022 academic year. Differential loading for those categories will be negotiated in the upcoming negotiations cycle.

**Article 16.2.1.7 (Salary):** Dual enrollment faculty will be paid for any hours worked at a school site.

**Article 16.2.2 (Salary):** The following was added to the Class Size Load Factor chart: for classes with a student enrollment of 50 to 64 students, the instructor will receive 1.33 times the normal load.

**Article 16.7 (Fine and Performing Arts Stipends):** The stipend amounts are changed as indicated below. A system to automate increases will be developed in the next negotiations cycle.

16.7.1: A full-time or part-time unit member responsible for a major production in the Music or Drama Department shall receive a Six Hundred and Seventy-Nine Dollars (\$679) stipend for each major production authorized by the District and the Music or Drama Department.

16.7.2: A full-time or part-time unit member responsible for the Art Gallery Exhibits shall receive a Four Hundred and Twenty Dollars (\$420) stipend per show to a limit of eight (8) stipends in a school year for all Art Gallery Exhibits.

**Article 16.8 (Compensation for Forensics Assignments):** The stipend amounts are changed as indicated below. A system to automate increases will be developed in the next negotiations cycle.

16.8.1: A faculty member assigned as the Director of Forensics shall receive a stipend of Two Thousand Three Hundred and Fifty-One Dollars (\$2351) per school year in addition to their regular load assignment.

16.8.2: A faculty member responsible for forensics (debate) coaching assignments, other than the Director of Forensics, shall receive a Two Hundred and Twenty-Four Dollars (\$224) stipend per debate contest to a limit of ten (10) stipends in a school year for all debate contests combined.

**Article 16.9 (Compensation for Athletics Coaching Assignments):** The stipend amounts are changed as indicated below. A system to automate increases will be developed in the next negotiations cycle.

16.9.1: A full-time faculty member assigned as the head coach of a sport shall receive a stipend of Two Thousand Three Hundred and Fifty-One Dollars (\$2351) per season in addition to his/her regular load assignment.

16.9.2: A full-time faculty member assigned as the assistant coach of a sport shall receive a Two Thousand One Hundred and Twenty-Seven Dollars (\$2127) stipend per season in addition to their regular load assignment.

16.9.3: A part-time faculty member, assigned as the head coach of a sport, shall be compensated at the appropriate laboratory hourly compensation rate for the number of activity hours designated times the number of weeks applicable to the season of the sport to which assigned. Additionally, a part-time faculty member assigned as the head coach of a major sport shall receive a stipend of Two Thousand Three Hundred and Fifty-One Dollars (\$2351).

16.9.4: A part-time faculty member assigned as an assistant coach in a sport shall receive a stipend of Two Thousand One Hundred Twenty-Seven Dollars (\$2127).

16.9.5: A coaching intern shall receive a stipend of Nine Hundred Ninety-Two Dollars (\$992).

**Article 17 (Early Retirement Program (Reduced Workload)):** Provisions and contributions apply to both the State Teachers Retirement System and the Public Employees Retirement System.

**Article 18.4 (Part-Time Faculty Rights):** Space is to be made available for part-time faculty to hold office hours.

**Article 18.7 (Part-Time Faculty Rights):** The District will allow part-time faculty to take sick leave even if no sick leave has been yet accrued.

**Article 18.10.2 (Part-Time Faculty Rights):** With regards to assignments under Part Time Re-Employment Preference, the District and the UFO agree to an assignment offering process which takes into account seniority (by number of semesters taught) and part-time faculty preference for load or class time. If a course is cancelled after the Thursday before the start of instruction, the District will pay the faculty member a week's worth of instruction except for classes added two weeks or fewer before the start of instruction.

**Article 18.11 (Part-Time Faculty Rights):** Part-time faculty may have one paid office hour per week of instruction at the rate of \$42/hour. Each semester, an Intent to Participate Form must be completed.

**Article 20.4 (Transfer and Assignment):** Faculty who provide instruction or service at two different campuses should have access to office space at both locations.

**Article 21.1.1.3 (Leaves):** Incorporates existing Administrative Procedure language regarding the Catastrophic Leave Program.

**Article 21.11.2 (Sabbatical Leave):**

- New Language: A minimum funding for at least three sabbatical leaves will be included in the district's budget each year.
- Previous Language: A minimum funding for at least two sabbatical leaves will be included in the district's budget each year.

**Article 21.11.3 (Sabbatical Leave):** Language related to other funds received during a sabbatical is deleted.

**Article 21.11.4 (Sabbatical Leave):** Language related to priority for the granting of sabbatical leave is deleted.

**Article 23.1.4 (Banking):**

- New Language: Banked units, once the total desired units have been attained, must be used or paid out within four (4) years or by the proposed intended date of leave indicated on the banking form.
- Previous Language: Banked units, once the total desired units have been attained, must be used or paid out within three (3) years or by the proposed intended date of leave indicated on the banking form.

**Article 24.2 (Miscellaneous Regulations):**

- New Language: Full-time employment with the District is the full-time faculty member's primary employment obligation.
- Previous Language: In order to ensure that the primary means of employment is not jeopardized, the permission of the President/Superintendent should be obtained, and will generally be granted, before an employee accepts outside employment for more than an average of six (6) hours a week or enrolls for more than four (4) semester hours of study. This section is not applicable to part-time faculty.

**Article 25.8 (Term, Recognition, and Contract Clauses):** There will be no audio or video recording of negotiations by the District or the UFO.

**Article 25.9 (Term, Recognition, and Contract Clauses):** The District will respond to any information request made by the UFO within fourteen (14) days.

**Duration:** The contract's duration is July 1, 2020 to June 30, 2023 and is set to expire June 30, 2023.

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 Employer:**  
**Ohlone Community College District**

**DATE:** September 13, 2021

Anthony F. DiSalvo  
Anthony F. DiSalvo

Milton Lang  
Milton Lang (Sep 13, 2021 13:59 PDT)

Mark Lieu  
Mark Lieu

Loretta Silverman  
Loretta Silverman

Michael Moore  
Michael Moore

**For the Union:**  
**United Faculty of Ohlone (UFO)**

**DATE:** September 13, 2021

Emmanuel Garcia  
Emmanuel Garcia (Sep 13, 2021 15:30 PDT)

Kyle Livie  
Kyle Livie

Heather McCarty  
Heather McCarty (Sep 13, 2021 16:42 PDT)

Andrea Brown  
Andrea Brown (Sep 13, 2021 17:11 PDT)

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.

PART-TIME FACULTY SALARY SCHEDULE - LECTURE				PART-TIME FACULTY SALARY SCHEDULE - LAB		
LECTURE HOURLY RATE				LAB HOURLY RATE		
STEP	BACHELORS	MASTERS	DOCTORATE	BACHELORS	MASTERS	DOCTORATE
1	78.50	80.46	82.47	67.40	69.08	70.81
2	82.43	84.48	86.59	70.77	72.53	74.35
3	86.55	88.71	90.92	74.31	76.16	78.06
4	90.88	93.15	95.48	78.02	79.97	81.97
5	95.42	97.81	100.25	81.93	83.97	86.07
6	98.28	100.74	103.26	84.38	86.49	88.65
7	101.23	103.76	106.36	86.92	89.08	91.31
8	104.27	106.87	109.55	89.52	91.76	94.05
9	107.40	110.08	112.83	92.21	94.51	96.87
10	110.62	113.38	116.22	94.97	97.35	99.78
11	113.94	116.78	119.70	97.82	100.27	102.77
12	117.36	120.29	123.30	100.76	103.27	105.86

Instructional Faculty Salary Schedule						
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
	(Bachelors Degree)	(Masters Degree)	(MA + 30, BA + 60 w/Masters)	(MA + 45, BA + 75 w/Masters)	(MA + 60, BA + 90 w/Masters)	(Doctorate)
1	70281	74649	77550	79008	80466	83367
2	73306	77674	80575	82033	83491	86392
3	76331	80699	83600	85058	86516	89417
4	79356	83724	86625	88083	89541	92442
5	82381	86749	89650	91108	92566	95467
6	85406	89774	92675	94133	95591	98492
7	88431	92799	95700	97158	98616	101517
8	91456	95824	98725	100183	101641	104542
9	94481	98849	101750	103208	104666	107567
10	97506	101874	104775	106233	107691	110592
11	100531	104899	107800	109258	110716	113617
12	103556	107924	110825	112283	113741	116642
13	106581	110949	113850	115308	116766	119667
14	109606	113974	116875	118333	119791	122692
15	112631	116999	119900	121358	122816	125717
16	112631	120024	122925	124383	125841	128742
17	112631	123049	125950	127408	128866	131767
18	112631	126074	128975	130433	131891	134792
19	112631	126074	132000	133458	134916	137817
20	112631	126074	132000	136483	137941	140842
21	112631	126074	132000	136483	140966	143867



Counselor Salary Schedule						
STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
	(Bachelors Degree)	(Masters Degree)	(MA + 30, BA + 60 w/Masters)	(MA + 45, BA + 75 w/Masters)	(MA + 60, BA + 90 w/Masters)	(Doctorate)
1	74297	78915	81981	83523	85064	88131
2	77495	82113	85179	86721	88262	91329
3	80693	85310	88377	89918	91460	94527
4	83891	88508	91575	93116	94658	97724
5	87088	91706	94773	96314	97855	100922
6	90286	94904	97971	99512	101053	104120
7	93484	98102	101169	102710	104251	107318
8	96682	101300	104366	105908	107449	110516
9	99880	104498	107564	109106	110647	113714
10	103078	107695	110762	112303	113845	116912
11	106276	110893	113960	115501	117043	120109
12	109473	114091	117158	118699	120240	123307
13	112671	117289	120356	121897	123438	126505
14	115869	120487	123554	125095	126636	129703
15	119067	123685	126751	128293	129834	132901
16	119067	126883	129949	131491	133032	136099
17	119067	130080	133147	134688	136230	139297
18	119067	133278	136345	137886	139428	142494
19	119067	133278	139543	141084	142625	145692
20	119067	133278	139543	144282	145823	148890
21	119067	133278	139543	144282	149021	152088