



AGREEMENT BETWEEN

STATE CENTER COMMUNITY COLLEGE DISTRICT

AND

FULL-TIME FACULTY BARGAINING UNIT
STATE CENTER FEDERATION OF TEACHERS
LOCAL 1533, CFT/AFT, AFL-CIO



JULY 1, 2018 – JUNE 30, 2021

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ARTICLE I
TERM OF AGREEMENT

This Agreement between the State Center Community College District (“District”) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (“Federation”) covering full-time faculty members is effective July 1, 2018 or on the date the Agreement is ratified and approved by both parties, whichever is later, and shall remain in full force and effect through June 30, 2021.

ARTICLE II RECOGNITION

The District recognizes the Federation as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case Number S-R-555, as amended, effective May 26, 1981.

Unit composition shall consist of full-time temporary faculty, contract faculty and regular (tenured) faculty including full-time faculty on special assignment with the following exclusions:

- A. Employees in positions designated as management by the Board of Trustees, including the Chancellor, Vice Chancellors, Associate Vice Chancellors, College/Campus Presidents, Vice Presidents, Deans, Executive Directors, and Directors.
- B. All personnel compensated solely on Salary Schedule C, substitutes, both short-term and long-term.
- C. All temporary employees as defined by Education Code sections 87470, 87482, and 87612, except temporary faculty who serve at least seventy-five percent (75%) of the academic year who shall be included in the full-time faculty bargaining unit.

Should the District establish a new position or reclassify an existing position, the District will meet and negotiate whether the position is a bargaining unit position. If the District and Federation cannot agree, the matter shall be referred to the Public Employment Relations Board.

ARTICLE III
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that District practices, procedures, and policies shall be amended within a reasonable time in accordance with the terms and conditions of this Agreement.

ARTICLE IV
SUPPORT OF AGREEMENT

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which the Federation is the exclusive representative and which are within its scope of representation, nor will the District attempt to negotiate privately or individually with the members of the bargaining unit or any person not officially designated by the Federation as its representative.

The Federation agrees to negotiate only with the representatives officially designated by the District to act on its behalf and agrees neither the Federation, its members, or agents will attempt to negotiate privately or individually with the Board, an individual Board member, or any person not officially designated by the Board as its representative.

ARTICLE V WAIVER OF BARGAINING

Section 1. WAIVER:

- A. This Agreement shall constitute the full and complete commitment between both parties and shall supersede all previous agreements between the parties, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The Federation acknowledges that during negotiations which preceded this Agreement, (the Federation) had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Except as otherwise specified in this Agreement, including, but not limited to Article XIX, Section 7 “Retiree Medical Insurance” and any article necessary to address a formal recommendation from the accreditation reports, the Federation and the District agree that for the life of this Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter, and the District and the Federation expressly waive and relinquish the right to bargain collectively on any subject or matter:
1. Whether or not specifically referred to or covered in this Agreement;
 2. Even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement;
 3. Even though during negotiations the subjects or matters were proposed and later withdrawn;

Unless there is mutual agreement by both parties to reopen negotiations on those specific subjects or matters.

Section 2. BEGINNING NEGOTIATIONS:

The District and Federation agree that except as expressly set forth herein, including, but not limited to Article XIX, Section 7 “Retiree Medical Insurance” and any article necessary to address a formal recommendation from the accreditation reports, this contract shall not be subject to reopening on any item for the duration of the Agreement or unless mutually agreed to in writing by both parties. Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by the parties. The contract will run through June 30, 2021. Initial proposals for a successor contract shall not be presented earlier than July 1, 2020.

Section 3. REOPENER NEGOTIATIONS:

The parties agree that during the term of this Agreement, Article XIX, Section 7 “Retiree Medical Insurance” may be reopened by either party, upon written notice, for the purposes related to the current Internal Revenue Service (IRS) audit of this benefit and options for restructuring the District’s retiree benefits.

For the purpose of addressing a formal accreditation recommendation, during the fiscal year 2018-19 either party may reopen one (1) article contained in the Agreement upon written notice to the other party.

ARTICLE VI
SEVERABILITY AND SAVINGS

If any provision of this Agreement is held invalid by operation of law or by a court 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.

Any such provision held invalid or inoperative shall be renegotiated upon written request of either party to this Agreement.

ARTICLE VII
MAINTENANCE OF OPERATIONS

The Federation agrees that neither the Federation, nor any person officially acting in its behalf, will cause, authorize, engage in, sanction, or, take part in a strike, a concerted failure to report for duty, or other similar action against the District. In consideration thereof, the District agrees there shall be no lockout of unit members.

**ARTICLE VIII
PAST PRACTICES**

The District is not bound by any past practices of the District or understandings with any employee unless such past practices or understandings are specifically stated in this Agreement.

ARTICLE IX FEDERATION RIGHTS

Section 1. PUBLIC INFORMATION:

The Federation shall be provided, upon written request, with materials and data that are available to the public. The Federation shall pay reasonable photocopying costs for documents requested pursuant to this section.

Section 2. BOARD POLICIES/ADMINISTRATIVE REGULATIONS:

The District shall provide the Federation with the State Center Community College District Policies and Regulations. During the term of this Agreement, the District shall notify the Federation of any changes, additions, alterations, or deletions to the electronic version of the District policies and regulations, providing that the electronic version is the official set of District policies and regulations. It is understood that said policies and regulations are maintained on the publicly accessible website of the District.

Section 3. NEW EMPLOYEE ORIENTATION:

New Employee Orientation means the onboarding meeting of a newly hired public employee, whether in person, online or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters.

The District shall provide the Federation access to its new employee orientation meeting, and the Federation shall receive not less than ten (10) days-notice in advance of any District or College new employee orientation meetings.

During new employee orientation, the Federation shall be entitled a five (5) to ten (10) minute period scheduled on the orientation agenda, as well as one (1) thirty (30) minute period for the Federation to meet with new hires, immediately after the orientation meeting set by the District.

The District shall provide the Federation with the numbers of new employees who will be attending the orientation no less than ten (10) business days prior to the orientation, so that the Federation can prepare to provide each new member with information about the Federation and its benefits.

Section 4. EMPLOYEE LISTS:

The District shall provide the Federation with the names, addresses, and telephone numbers of unit members at intervals not to exceed twice per year upon the Federation's written request. Additional newly hired unit members' names, addresses, and telephone numbers shall be furnished as hired during the year. The District is not obliged to release addresses and/or telephone numbers of unit members who have designated in writing to the District that such information remain confidential.

Section 5. FEDERATION OFFICIALS:

The Federation shall furnish annually, and update as required, a list of all officials and representatives authorized to act on the Federation's behalf. The list shall show the name and the title of these officials. The District is obligated to recognize or allow reasonable access to any work location by any Federation official or representative when they appear on the official list submitted, subject to the following limitation:

Authorized Federation officials and representatives shall be allowed work location access to unit members only when unit members are not engaged in classroom or other assigned responsibilities.

Section 6. MAILBOX USAGE:

Duly authorized communications may be placed by the Federation in the mailboxes of unit members. Such communications must be dated and bear Federation identification as the distributor. The Federation agrees to use the District's mail service in compliance with California Education Code section 7054 (Political Activities).

Section 7. BULLETIN BOARD USAGE:

Duly authorized communications may be placed by the Federation on the bulletin boards of each college. Such communications must be dated and bear Federation identification as the distributor. Reasonable space and time limitations may be invoked by the District when necessary.

Section 8. EQUIPMENT USAGE:

The Federation shall pay for its own supplies whenever the use of District equipment is approved for producing Federation materials. The Federation shall pay a reasonable fee for such use. The fee shall be set by the college administration and shall represent the cost to the District, including staff time and maintenance. The District requirements shall, at all times, have priority over that of the Federation.

Section 9. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space.

Section 10. POSTAGE MACHINE:

The Federation shall not be granted the use of the District postage machine.

Section 11. TELEPHONE USAGE:

The Federation shall not cause any long distance telephone or any other charges to be billed to the District.

Section 12. DUES DEDUCTIONS & ORGANIZATIONAL SECURITY:

As a condition of employment, all eligible unit members covered by this Agreement shall execute

a choice to designate for payroll deduction one (1) of the following: (A) Federation membership dues; (B) fair share service fee; or (C) a contribution to a non-religious, non-labor charitable fund under Section 501(c)(3) of Title 26 of the Internal Revenue Code, if he/she qualifies for a religious accommodation. Any dispute over the eligibility of a unit member under (C) shall be resolved at any step in the following procedure: (1) investigation by the Federation; (2) meeting(s) between the Federation and the unit member; and (3) the Grievance Procedure of this Agreement.

A. Organizational Security Through Union Membership and Fair Share

1. Authorization for Deduction of Union Membership Dues and Fair Share Fees:

- a. The District will deduct from the pay of each unit member and pay to the Federation the normal and regular monthly Federation membership dues and fair share service fees as voluntarily authorized, in writing, by the unit member or fair share fee payer on the District approved form.
- b. The District agrees to deduct dues in uniform amounts from all eligible Federation members and fair share service fee payers within the unit recognized and enumerated in Article II who have signed an authorization card for such deduction (dues/fees checkoff) in a form approved by the District, and subject to the following:
 - i. Such deduction shall be made only upon the submission on a District approved form of a duly-executed and revocable authorization by the unit member or fair share service fee payer in accordance with provisions outlined in Sections 12(A)(2) and 12(A)(3) below;
 - ii. The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;
 - iii. Dues shall be deducted from warrants for each month of the twelve (12) month fiscal year.

2. Maintenance of Membership for Union Member

Every union member, regardless of authorization date, shall maintain his or her membership in good standing with the Federation including the dues checkoff provision in 12 (A)(1)(a) and 12 (A)(1)(b) above, for the duration of the applicable collective bargaining agreement (CBA). However, any union member has the right to terminate his or her membership within a period of thirty (30) days following the expiration of a written CBA, regardless of whether the Agreement has been extended or superseded. In such case, the member shall become an organizational security fair share fee payer, subject to the provisions of this Agreement, the Federation's procedures, and the law.

3. Maintenance of Membership for Fair Share Service Fee Payer

A fair share service fee covering non-members of the Federation, fair share fee payers, shall remain in effect unless it is rescinded pursuant to the procedures of the Educational Employment Relations Act (EERA), or if held invalid by operation of law or by a court of competent jurisdiction, as provided under Article VI (Severability and Savings) of this Agreement and shall be subject to the grievance and arbitration provisions of this Agreement, except that the arbitration shall be expedited.

B. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to the Federation, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds:

1. State Center Community College District Foundation
2. Community Food Bank
3. Marjaree Mason Center

Proof of payment to any fund shall be made by the District on an annual basis to the Federation.

C. The Federation shall indemnify and hold the District harmless for any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein.

Section 13. FEDERATION/DISTRICT CONSULTATION:

The parties agree that communication involving employer-employee relations, may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within five (5) work days, notify the requesting party of agreement as requested or at another date, time or place mutually agreed upon to the meeting. Meetings shall be held during Federation members' nonworking hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the Grievance Procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

Definition:

Consult shall mean that the District or Federation shall seek advice, opinions, and/or information

from the other party regarding items listed above. The District will give the Federation reasonable time to consider such items.

Section 14. FEDERATION ADVISEMENT:

- A. The Federation has the right to consult on the definition of educational objectives, institutional direction or purpose, and the determination of the content of courses and curriculum.
- B. To provide for the consultation process, the following channels may be used:
 - 1. The Federation shall have the right to add a representative to the following committees:
 - i. Educational Coordinating and Planning (ECPC);
 - ii. Equal Employment Opportunity (EEO);
 - iii. Curriculum and Instruction.
 - 2. The Federation/District Consultation process (Article IX, Section 13) may be used by either party to discuss the subject areas covered under Section 14A of this article.
 - 3. Other committees to which appointments by the Federation can be made shall be determined only through mutual agreement between the Federation and the College/Campus President.

Section 15. RELEASED TIME:

- A. For Federation Officers
 - 1. The District agrees to provide the Federation released time of the equivalent of two (2) FTE for the conduct of Federation activities.
 - 2. Such released time shall be agreed to and scheduled prior to the beginning of each semester according to the following:
 - a. A unit member may be released one (1) FTE per year except in cases where the College/Campus President determines that such release would have a significant adverse impact upon a college program.
 - b. Such allocation shall be based on whole courses.
 - c. Such two (2) FTE released time shall be calculated based on the District load policy.
 - d. All released time shall be reimbursed to the District by the Federation based upon Salary Schedule B1 Lecture, Class IV, Step 4.

3. The cost of the one and one-half (1.5) FTE and any additional overages shall be billed to the Federation monthly dues payments by the District at the end of the fiscal year for actual time used. The District shall be responsible for only the amount of up to one-half (0.5) FTE which shall be utilized before the Federation is charged.
 4. The Federation will provide the Chief Human Resources Officer with a list of officers and associated released time for the academic year three (3) weeks prior to the beginning of the academic year.
- B. For Federation Executive Council Members' or Delegates' Attendance at Conferences and Seminars
1. The District agrees to grant to the Federation Executive Council members or delegates released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment shall be made for travel, rooms, meals or related expenses.
 2. Such released time shall be requested to the Chief Human Resources Officer or designee, whenever possible, two (2) weeks or more in advance of such conference or seminar with a copy to the unit member's immediate supervisor;
 3. Such released time cumulatively shall not exceed one hundred and fifty (150) teaching hours during any fiscal year, and no one (1) member shall exceed one-fifth of the total days;
 4. All such released time over fifty (50) teaching hours shall be reimbursed to the District by the Federation based upon Governing Board Policies, Salary Schedule B1, Class IV, Step 4.
- C. For Negotiations
1. A maximum of three (3) (or the same number as the District's team, whichever is greater) authorized unit members of the Federation Bargaining Committee shall be released from their regular work duties, with pay, if negotiation meetings with management are scheduled during the working hours of the unit members involved.
 2. The District may, where required, provide substitutes for such classes as may be missed by these three (3) unit members (or the same number as the District's team, whichever is greater).
- D. For Member Representation
1. The Federation Vice President for Grievance at each college shall be released from his/her regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the Federation Vice President involved. The parties shall seek to schedule grievance resolution meetings at times when the Federation Vice President is not assigned to classes.

2. A reasonable number, not exceeding five (5) unit members within the District of the Grievance Committee, shall be released from their regular work duties with pay, when assisting members in grievance resolution meetings which are scheduled with management during the working hours of the Grievance Committee member involved.

ARTICLE X MANAGEMENT RIGHTS

Section 1.

The Federation recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Section 2.

The Federation recognizes and agrees that the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. An "emergency" is considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with the Federation. The Federation agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.

Section 3.

The District agrees that in regard to a declared emergency and decisions made therein, the Federation shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article XX.

**ARTICLE XI-A
NONDISCRIMINATION**

The Board and the Federation agree to comply with all pertinent provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972. The Board and the Federation agree expressly not to discriminate illegally against any faculty member on the basis of race, color, creed, national origin, religion, sex, age, political affiliations, marital status, sexual orientation, or physical handicap.

ARTICLE XI-B SAFETY

Section 1. SAFE EDUCATIONAL AND WORK ENVIRONMENT:

The District shall provide a safe educational and work environment for all students and employees. The District will comply with all workplace health and safety regulations, including the California Occupational Safety and Health Regulations and guidelines of CAL OSHA. The Federation and its unit members may also bring to the attention of the District health, safety, and security guidelines from other regulatory agencies that govern employee health, safety, and security whereupon the District and the Federation will engage in consultation.

Section 2. SAFETY COMMITTEE:

The Districtwide Facilities and Safety Committee (DWFSC), in addition to campus safety committees, will review and may make recommendations in line with established governance processes regarding health, safety, sanitation, and security concerns.

Section 3. REPORTING VIOLATIONS:

- A. Unit members are required to report safety concerns that they observe to their supervisor, the DWFSC, the campus safety committee, or the Director of Environmental Health & Safety. Unit members may also submit an online work order for health and safety issues, which will allow the member to track the progress and view the status of any actions taken.
- B. When the District receives a written report of unsafe condition which poses a serious and immediate threat to the health or safety of any unit member, the District shall investigate the allegations and take appropriate actions in a timely manner, as required by law.
- C. The individual bargaining unit member forwarding a written report of an unsafe condition may request information relating to action(s) taken as a result of his or her report pursuant to the California Public Records Act.

Section 4. SAFETY REPORTS:

Each year the District is required by OSHA to post a summary of work-related injuries/illnesses for the prior year using OSHA Form 300A. Copies are posted at all District sites and may be requested, as required by the California Public Records Act, from the office of the Vice Chancellor, Finance & Administration. The Clery Act requires that the District post an annual security report. This report is available on the homepage of the District and College websites.

**ARTICLE XII
HOURS, WORKLOAD, CLASS SIZE**

Section 1. WORK WEEK:

All contract/regular and full-time temporary faculty, including special assignment faculty (Article XII Section 1(B)-1(G)), shall provide a full professional work week of forty (40) hours per week.

Of the forty (40) hour work week, an average of five (5) hours per week will be dedicated to extracurricular involvement in district governance and service to the campus and District.

All faculty, both instructional and noninstructional, are responsible for attending meetings, including all meetings called by administration, curriculum, department, faculty, or committee on non-teaching days.

A. Instructional Faculty

1. All full-time instructors shall be assigned the equivalent of fourteen (14) to sixteen (16) lecture hours equivalent (LHE) per week. This range may be extended to twelve (12) to eighteen (18) in individual instances by mutual agreement. Teaching loads shall be balanced over a two (2) semester period to achieve the equivalent of twenty-nine (29) to thirty-one (31) lecture hours per year, with every reasonable effort made to assign thirty (30) LHE per academic year. In the event that an instructor is assigned more than thirty (30) LHE in an academic year the instructor will be paid on Schedule B for LHE's in excess of thirty (30).
 - a. Teaching assignments shall be scheduled within a daily span of time of nine (9) hours or less. If deemed appropriate by management, exceptions may be allowed when the canceling of a course(s) in an instructor's assignment makes lengthening the span necessary to provide a full load. All other exceptions may be made only by mutual agreement with the instructor.
 - b. Teaching faculty are required to complete at least twenty (20) hours weekly (office hours and student contact hours in lecture or laboratory class).
 - c. Instructors may agree to teach classes in addition to their full-time assignment. In such cases, compensation will be in accordance with the salary schedule for full-time faculty overload. Full-time instructors are limited in overload teaching to not more than forty percent (40%) of a full-time assignment per semester. Short-term not-for-credit classes will not count as part of instructor load, but will be limited to forty (40) hours maximum without the College/Campus President's approval.
2. Office Hours:
 - a. All instructional faculty are required to hold five (5) office hours per week unless those office hours cause the unit member to exceed twenty-two (22)

contact hours (Schedule A teaching hours plus office hours). In such cases, office hours will be reduced to four (4) hours per week. Contact hours resulting from overload will not be counted towards the total of twenty-two (22) contact hours.

- b. At least one (1) office hour shall be scheduled by unit members on days when they do not have classes scheduled on campus. All office hours shall be posted conspicuously for students as well as identified on all course syllabi and the learning management system.
- c. Office hours may be scheduled any time beginning two (2) hours before or two (2) hours after the unit member’s scheduled classes for the day, except that office hours may not be scheduled before 7:00 AM or after 9:00 PM. Office hours may be scheduled outside of this window with the approval of the appropriate Dean.

The time requirement for office hours shall be calculated the same way that classroom instruction contact hours are calculated. See Table XII.1. The unit member must schedule office hour sessions in blocks corresponding to the allowed session minute blocks shown in the table. The sum of the unit member’s scheduled office hours for the week must total at least five (5) (four (4) for unit members under Section (2)(a)) contact hours, with no scheduled office hour session being less than fifty (50) minutes. Exceptions may be approved by the appropriate Dean.

Table XII.1

Office Hour Session Minutes	Equivalent Office Hour Contact Hours	Office Hour Session Minutes	Equivalent Office Hour Contact Hours
50	1.0	185	3.3
65	1.3	190	3.4
70	1.4	195	3.5
75	1.5	200	3.6
80	1.6	205	3.7
85	1.7	210	3.8
90	1.8	215	3.9
95	1.9	230	4.0
110	2.0	245	4.3
125	2.3	250	4.4
130	2.4	255	4.5
135	2.5	260	4.6
140	2.6	265	4.7
145	2.7	270	4.8
150	2.8	275	4.9
155	2.9	290	5.0
170	3.0		

One (1) virtual office hour per week may be performed via an interactive medium which is identified in all course syllabi and on the appropriate learning management system at the start of each term. The day and time of the virtual office hour must be approved in advance by the supervisor. Instructors teaching sections which are more than fifty percent (50%)

online will have one (1) virtual office hour scheduled via an interactive medium, i.e., learning management system, CC Confer. Office/personal conference calls are not acceptable as an “interactive medium”. In addition, the unit member will clearly state on the schedule card details of how to contact the unit member during the virtual office hour.

The office hour obligation for instructional faculty, whose teaching assignment has been reduced due to reassigned or released time or a reduced load contract, shall be reduced by the same proportion as the amount of reassigned or released time or reduction in load. The proration for these special assignments will be based on assigned instructional LHE, rounded to the nearest whole or half hour, instead of assigned contact hours as stated below.

Examples: For the purpose of simplifying the computation of the office hour obligation of an instructor with released time, reassigned time or reduction in load, the twenty (20) hour assignment shall be treated as fifteen (15) LHE and five (5) office hours.

1. An instructor with one hundred percent (100%) released or reassigned time, and therefore zero (0) LHE of instructional assignments has no office hour requirement.
2. An instructor with sixty percent (60%) released or reassigned time, and therefore a minimum six (6) LHE of instructional assignments has a two (2) hour office hour requirement computed as $(6/15) \times 5 = 0.43 \times 5 = 2$ office hours.
3. An instructor with a fifty percent (50%) reduced load, and therefore a minimum of seven and one-half (7.5) LHE instructional assignments has a 2.5 hour office hour requirement computed as $(7.5/15) \times 5 - 0.5 \times 5 = 2.5$ office hours.

Unit members may reschedule a scheduled office hour, always being mindful of student needs when rescheduling office hours.

The unit member shall, not later than the day prior, inform his/her immediate supervisor of the need to reschedule the office hour and publish the rescheduled office hour conspicuously as well as notify students through email.

The rescheduling of an office hour may not exceed more than one (1) day in any full five (5) day work week period. Exceptions warranted by special circumstances may be authorized by the unit member's immediate supervisor or his/her designee.

B. Special Assignment: Counselors

1. The basic work year of the counseling staff shall consist of the same number of duty days assigned to the full-time teaching staff.
2. The number of additional days, if any, to be worked by each counselor on an extended- contract basis shall be determined by management after consultation with the counselor.

3. The work week includes thirty-five (35) hours of assigned duty which may include teaching responsibilities, staff development, activities, meetings, faculty consultations, and/or any other professionally related activities as authorized and/or directed by management. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.
4. Counselors who have teaching responsibilities as part of their contract assignments shall have the thirty-five (35) hours of assigned duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a counselor teaching one (1) section of a one (1) unit Guidance Studies course for two (2) hours a week for a nine (9) week period shall average thirty-three (33) hours per week of other assigned duty time during the semester in addition to his/her teaching assignment.)
5. Duty days and hours shall be assigned by management after consultation between the counselor and the administration with consideration of the unit member's concerns.

C. Special Assignment: Librarians:

1. The basic work year of the library staff shall consist of the same number of duty days assigned to the full-time teaching faculty.
2. The number of additional days, if any, to be worked by each librarian on an extended contract basis shall be determined by management after consultation with the librarian.
3. The work week includes thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities, and/or other professionally related activities as authorized and/or directed by the administration.
4. Librarians who have teaching responsibilities assigned as part of their contract assignments may have thirty-five (35) hours of duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a librarian teaching one (1) section of a library science course for three (3) hours a week for a semester shall average twenty-nine (29) hours per week of other assigned duty time in addition to his/her teaching assignment.)
5. Duty days and hours shall be assigned by management after consultation between the librarian and the administration with consideration of the unit member's concern.

D. Special Assignment: College Nurses:

1. The basic work year of the college nursing staff shall consist of the same number of duty days assigned to the full-time teaching faculty.

2. The number of additional days, if any, to be worked by each college nurse on an extended contract basis shall be determined by management after consultation with the college nurse.
3. The work week includes thirty-five (35) hours of assigned nursing duties, office hours, scheduled professional meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management.
4. Duty days and hours shall be assigned by management after consultation with the individual college nurse affected with consideration of the unit member's concern.

E. Special Assignment: Career and Technology Center Non-Credit Programs:

1. The basic work year for the Career and Technology Center instructional staff shall be the same as for other full-time teaching faculty members. The number of additional duty days to be worked on an extended-contract basis shall be determined by management after consultation with the individuals affected.
2. The work week includes thirty-five (35) assigned duty hours which may include instructional activities not to exceed thirty (30) hours per week, and/or any other professionally related activities as authorized and/or directed by management, such as meetings scheduled by the administration, staff development activities, faculty consultations, and student consultations with community agency representatives.
3. Duty days and hours will be assigned by management after consultation with the individual affected, with consideration of the unit member's concerns.

F. Special Assignment: Tutorial Instructors:

1. The basic work year of the Tutorial Center instructional staff shall consist of the same number of duty days assigned to full-time teaching faculty members.
2. The number of additional days, if any, to be worked by tutorial instructional staff members on an extended-contract basis shall be determined by management after consultation with the individual affected.
3. The work week includes thirty-five (35) hours of assigned duty which may include teaching responsibilities, staff development activities, meetings, faculty consultations, and/or any other professionally related activities as authorized and/or directed by management. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.
4. Duty days and hours will be assigned by management after consultation with the individual affected, with consideration of the unit member's concerns.

G. Special Assignment: Academic Coordinators:

1. It is acknowledged by the Federation and the District that academic coordinators are part of the bargaining unit. Academic coordinators are unit members who assist in specific programs but are not considered management employees and perform no significant responsibilities for formulating district policies and administering district programs.
2. The basic work year of the academic coordinators shall consist of the same number of duty days assigned to the full-time teaching faculty.
3. The number of additional days, if any, to be worked by each academic coordinator on an extended-contract basis shall be determined by management after consultation with the coordinator.
4. The work week includes thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities and/or other professionally related activities as authorized and/or directed by the administration.
5. Academic coordinators who have teaching responsibilities assigned as part of their contract assignments may have thirty-five (35) hours of duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a coordinator teaching one (1) section of a course for three (3) hours a week for a semester shall average twenty-nine (29) hours per week of other assigned duty time in addition to his/her teaching assignment.)
6. Duty days and hours shall be assigned by management after consultation between the academic coordinator and the administration, with consideration of the unit member's concerns.

Section 2. PROFESSIONAL OBLIGATION:

Each faculty member acknowledges that their primary employment obligation is to the District/College and that any part-time employment that a faculty member has outside of the District/College will not interfere or take precedence over an assignment made by the District/College.

Section 3. DISTRICT POLICY:

District policy, practices, and regulations in respect to class size, hours, and workload not specifically modified herein, shall not be changed by the District without agreement with the Federation.

Section 4. NEW PRACTICES:

New practices within the scope of bargaining shall not be initiated which are inconsistent with present District policy, practices, and regulations, or with this Agreement.

Section 5. LECTURE HOUR EQUIVALENTS FOR LARGE GROUP INSTRUCTION:

Lecture hour equivalent (LHE) value for Large Group Instruction classes shall be as follows (to be computed on the first (1st) census week enrollment):

<u>Number of Students</u>	<u>Lecture Hour Equivalents</u>
Normal Class Size ≤ 50	1.0
51 - 65	1.2
66 - 75	1.4
76 - 85	1.5
86 - 100	1.6
101 - 120	1.8
121 - 140	1.9
141 - 175	2.1
176 - 215	2.3
216 - 260	2.5
261 - 310	2.7

The above figures apply to laboratory classes, except that the LHE figures will be multiplied by seventy-five hundredths (0.75).

All sections will be assigned by management, including Large Group Instruction, with the consideration and collaboration with the full-time unit member. By mutual agreement between the unit member and the Vice President of Instruction, factors for lecture hour equivalents for lecture classes may be established by using the number which is the arithmetic mean of the number of students in all classes of the contract load for the instructor, computed on the first (1st) census week enrollment. The first (1st) census week enrollment reflects all new registrations, additions, and drops that are returned to the admissions and records offices by the end of the Friday that precedes Monday of the first (1st) census week; this Friday could be the thirteenth (13th), fourteenth (14th) or fifteenth (15th) day of the semester.

In instances in which a unit member chooses to enroll students that results in a class enrollment that exceeds fifty (50) students at census (LGI), the unit member must get prior approval from his/her Dean in order to be compensated.

Section 6. FACULTY LOAD (LHE) FOR ASSIGNED CLASSES:

All assigned classes which generate FTES shall be included in determining faculty load (LHE); however, LHE will be prorated for those classes to which a unit member is assigned for less than the full duration of the class.

Section 7. CALENDAR:

Duty days shall be one hundred seventy-seven (177) in each academic year for all instructional faculty, including Department Chairs, and one hundred seventy-seven (177) in each fiscal year for

special assignment faculty, which includes Career and Technology Center Noncredit Programs.

Spring Break shall be non-duty days for all instructional faculty.

All unit members shall attend meetings called by the College/Campus President, Vice President, Dean, or department chairperson on duty days prior to the beginning of instruction each semester.

One (1) flexible schedule day shall be provided at the beginning of each semester, unless the District and the Senates mutually agree otherwise. Unit members may request to reschedule a "flex day" at a time other than the date at the beginning of the fall and spring semester(s) for a specific educationally related activity which is beneficial to the education of students, providing such alternate schedule is management approved and within the normal travel and conference budget expenses. Any approved rescheduled "flex day" must occur within the fiscal year (Title 5, Section 55720a) from which it was rescheduled and must be outside of the individual unit member's regular contract and overload teaching schedule as assigned. Weekday evenings and/or weekend days are permissible. Evening and/or weekend assigned time cannot be counted. Unit members scheduling alternate flex day activities are responsible for the reporting requirements required in regulation.

Section 8. LABORATORY HOUR EQUIVALENTS:

The District will assign seventy-five hundredths (0.75) lecture hour to each laboratory class.

Section 9. SPECIAL COURSES:

The Federation recognizes the District's right and responsibility to offer experimental courses. It is understood that sections of such courses may be offered with fewer students required than the normal class size minimum.

It is further understood that such sections as well as courses necessary for students to complete majors and sequences may be offered with fewer students required than the normal class size minimum.

Section 10. CANCELLATION OF COURSES:

All contracts and/or "employment notices" will be approved and mailed to unit members by the Chief Human Resources Officer.

If sections of courses are canceled, it is the District's responsibility to provide a full assignment as defined in Article XII, Section 1.

Section 11. DEPARTMENT CHAIR REASSIGNED TIME:

A. REASSIGNED TIME:

1. Effective with the 2018-19 academic year, unit members who are serving as department chairs shall be given reassigned time per academic year according to the following table based on the FTEF of the previous academic year:

FTEF/year	REASSIGNED TIME (<i>in FTE</i>)
$0 < \text{FTEF} \leq 50$	0.2
$50 < \text{FTEF} \leq 75$	0.3
$75 < \text{FTEF} \leq 100$	0.4
$100 < \text{FTEF} \leq 125$	0.5
$\text{FTEF} > 125$	0.6

For example, consider a department that consists of biology, chemistry, geology and physics. Below is the table of the FTEF for this department.

Discipline	Fall FTEF	Spring FTEF	Total FTEF
Biology	10.5	11.0	21.5
Chemistry	8.0	8.5	16.5
Geology	1.0	1.0	2.0
Physics	5.5	5.5	11.0
TOTAL			51.0

In this example, the department is at fifty-one (51.0) total FTEF, placing this department into the 0.3 Department Chair Reassigned Time category.

2. In cases where the College determines, in its sole discretion, that such reassignment would have a significant adverse impact upon a college program, the department chair will be compensated on Salary Schedule B.

In such cases, the unit member has the right to refuse the assignment of department chair.

3. The District reserves the right, in its sole discretion, to remove a unit member as department chair at any time.

B. DUTIES:

1. A department chair shall:
 - a. Attend and participate in regular and special meetings of department chairs as organized by the Office of the President, Office of Instruction, and/or Office of Student Services, as appropriate.
 - b. Assist with the implementation of academic processes and procedures, including course substitution petitions, credit by exam, prerequisite challenges, and academic (“new faculty”) position requests.
 - c. Act as a liaison between the division Dean and the department faculty.
 - d. Assist in the development and continuing review and evaluation of departmental curriculum and programs in collaboration with the department faculty. This includes:

- i. coordination of the regular submission of program review reports
 - 1. In the course of facilitating the completion of program review reports, if the department contains a program that does not have a full-time unit member, the chair shall work with the appropriate Dean to identify a unit member (either full-time or part-time) to develop the report on behalf of the program. The identified unit member shall be compensated for hours spent completing the report up to a maximum of ten (10) hours logged on the appropriate timesheet (Appendix E) at the unit member's Schedule B lab rate. Payment will be made the next pay date after the completed report is submitted.
- ii. coordination of the regular assessment, compilation, evaluation, and report of course and program student learning outcomes conducted by all full-time department faculty.
- iii. coordination of the review and revision of course outlines at least once every five (5) years.
- iv. collaboration with program advisory committees, as appropriate.
- e. Chair department meetings on dates and at times not in conflict with any instructional duties of faculty.
- f. Prepare and post department meeting agendas and/or notes/minutes to a common repository accessible by all department members.
- g. Assist in the coordination of the orientation and evaluation of full-time and part-time unit members in matters related to instruction and institutional practices, protocols, and procedures.
- h. Advise unit members regarding the recruitment and evaluation procedures.
- i. Coordinate the department response to class schedules recommended by administration.
- j. Coordinate department recommendations.

C. Annual Review – The Dean will meet with the department chair at least once each academic year to review the performance of the department chair in his/her duties and responsibilities as department chair. This review will not be a part of the unit member's evaluation process per Article XIII, Section 2, nor will it be included in the unit member's personnel file. This section is not subject to the grievance provisions of this contract.

Section 12. REASSIGNED TIME FOR ACADEMIC SENATE:

A. The District agrees to provide the Academic Senates at each college reassigned time of the equivalent of two (2.0) FTE each for the conduct of academic senate activities as follows: (1) perform academic senate duties and responsibilities, (2) direct, coordinate or participate on academic senate subcommittees or on campus or district committees to which the senate has member appointment rights or programs. Such reassigned time shall be agreed to and scheduled prior to the beginning of each semester.

B. A unit member may be reassigned to perform faculty senate duties described above except

in cases when the College/Campus President determines that such reassigned time would have a significant adverse impact upon the college program. The reassigned time in addition to a unit member's regular assignment shall equal a full-time assignment.

Section 13. ASSIGNMENT:

- A. Assignment to more than one (1) location within a college shall be at the discretion of the District and shall take into consideration any aspects related to the assignment, such as necessary travel time between locations. However, unit members, including special assignment faculty, shall be entitled to consultation with the immediate supervisor regarding their assignment.
- B. Mileage to multiple locations on the same day shall be paid according to the following formula: (Total round trip mileage) – (Round trip mileage from unit member's home to primary campus)
 - 1. Total round trip is defined as the total mileage from the unit member's home to the first campus, from the first campus to the second campus and from the second campus to the unit member's home.
 - 2. Primary campus is defined as the campus where the majority of the contract load is scheduled or, in the case of nonmajority, the campus where the unit member was hired.

Section 14. DUAL ENROLLMENT LIAISON:

- A. Liaisons are defined as State Center Community College District faculty providing Dual Enrollment services.
- B. Liaison duties are:
 - Inspect facilities (when needed)
 - Discussion with the high school teacher regarding the Course Outline of Record and materials
 - Classroom visitations
 - Evaluation of high school teachers including class assessment
- C. Duties of Dual Enrollment Faculty Coordinator or Faculty (not Liaison) are:
 - Inspect facilities (when needed)
 - Delivery of Course Outline of Record and materials to high school teacher
- D. Duties of Management are:
 - Collaborate with faculty prior to management determining the selection of courses and sections
 - Select the Liaisons

- Select the off-site (high school) instructors
 - Decide who will complete facility inspections
- E. Priority Order of Selection/Assignment of Liaisons:
- First: offer to full-time, permanent faculty
 - Second: offer to full-time, non-tenured/contract (probationary) faculty and full-time categorical/grant funded faculty
 - Third: offer to part-time faculty
 - If not filled by first, second, or third offers, then assign to qualified faculty in same order as other offers (full-time permanent, then full-time non-tenured/contract (probationary) faculty and full-time categorical/grant funded faculty, then part-time faculty)
- F. Department Chairs shall not be required to recruit Liaisons or be requested to perform Liaison duties
- G. Liaison Stipend:
- Full-time and part-time faculty Liaisons will be compensated for hours worked up to a maximum of fifteen (15) hours per assignment; however, exceptions can be made to exceed this maximum number of hours with additional compensation to be paid if agreed to by the Liaison and the manager.
 - Liaison will submit monthly timesheets for all hours worked pursuant to this Agreement and shall be paid at the Schedule B2 Lab Rate, Class V, Step 5.

Mileage will be compensated based on Section 14(B) of this Article.

**ARTICLE XIII
EVALUATION OF FACULTY**

Section 1. DEFINITIONS:

- A. Contract/Tenure Review (California Education Code Sections 87601, 87602)
- B. Regular (Tenured) (California Education Code Sections 87601, 87602)
- C. Temporary (California Education Code Sections 87470, 87478, 87480, 87481, 87482)

Section 2. EVALUATION PROCESS:

A. PURPOSE

Contract/Tenure Review - The tenure review process should ensure that students have access to the most knowledgeable, talented, creative, and student-oriented faculty available. A four (4) year probationary period provides sufficient time for academic contract unit members to understand the expectations for tenure, to continue developing skills and acquiring experience to participate successfully in the educational process, and to use the District's and other resources for professional growth. The tenure review process should promote professionalism, enhance academic growth, and evaluate contract unit members relative to continued employment consideration by providing a useful assessment of performance, using clear evaluation criteria.

Regular/Tenured – The purpose of the evaluation procedure of regular (tenured) faculty is to enhance the quality of education, to recognize outstanding performance, to enhance performance and to further the growth and development of faculty members, to identify areas of performance needing improvement and to assist faculty members in achieving improvement, and to maintain the educational quality and standards of the College/District.

B. FREQUENCY

Contract/Tenure Review - Evaluation of contract/tenure review faculty occurs at least once each year during the four (4) year tenure process.

Regular/Tenured – The regular evaluation of tenured faculty shall take place at least once in every three (3) academic years. More frequent evaluation may occur in the event job performance is less than acceptable. The evaluation process will normally be completed within one (1) semester.

C. PROCEDURES

1. Provisions

Contract provisions for the evaluation of the contract academic faculty shall be clarified for tenured faculty and supervisors early in the college year by District and Federation representatives.

2. Committee Composition

Contract/Tenure Review - A contract unit member's evaluation committee shall consist of three (3) members, including two (2) tenured department members (from contract unit member's discipline, whenever possible) and the immediate supervisor (or his/her designee excluded from the bargaining unit. There will not be a designee for the first semester except in an emergency.). If the department of the contract unit member does not have two (2) tenured faculty, division members may be used.

Regular/Tenured – The evaluation team shall consist of a peer reviewer and the immediate supervisor, or his/her designee excluded from the bargaining unit.

3. Committee Member Selection

Contract/Tenure Review - Faculty members shall be drawn randomly by the department chair from the discipline/department pool of volunteers. At a department's discretion, the department chair may serve regularly as one (1) of two (2) faculty members on the committee. At the request of the contract unit member and based on sufficient cause, the committee may be augmented by one (1) member beginning in the second semester of the first year provided there is approval by the District and the Federation. The District and Federation shall receive input from both the contract unit member and the committee.

Regular/Tenured - The peer reviewer shall be a tenured faculty member and should be selected by the immediate supervisor from a list of three (3) names provided and in order of preference by the regular (tenured) faculty member being evaluated from the regular (tenured) faculty member's department or division (with prior approval from the immediate supervisor, the regular (tenured) faculty member may offer one (1) or more names for peer review selection from a different department, division, and/or campus).

4. Confidentiality

Except for persons who are in a need-to-know position, the evaluation process shall be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality, a material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed shall be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision shall be subject to appeal to the College/Campus President who shall render a final decision within five (5) working days.

5. Supervisor's Responsibility

The immediate supervisor or his/her designee excluded from the bargaining unit, shall schedule all committee meetings, secure evaluation-related paperwork, and make sure that all contractual timelines are followed.

6. Steps in the Process - The following steps will occur in the evaluation process:

Contract/Tenure Review Faculty

- a. The contract unit member meets with his/her evaluation committee to review the evaluation regulations and criteria, evaluation process and procedures, and timelines. The contract unit member shall be responsible to review the duties and responsibilities for his/her position and, if applicable, the course outlines for that position.
- b. Contract unit members will receive a minimum of one (1) classroom visitation (or other appropriate observation for other than classroom instructors) from each member of his/her evaluation committee. The person being evaluated shall be given at least twenty-four (24) hours notice of an intended visitation listing the specific (class) section to be visited where appropriate. The contract unit member shall provide the observer a brief (instructional) plan prior to the visitation.
- c. Committee member(s) shall administer a standard District evaluation questionnaire to students in at least one (1) class of each of the contract unit member's preparations. The questionnaire shall be administered at the end of the class session, unless otherwise mutually agreed upon by a committee member and the contract unit member, allowing students a minimum of fifteen (15) minutes to complete the form. The contract unit member shall not be present at the time. (In the event the contract unit member has a non-teaching assignment, the student questionnaire shall be administered to an appropriate number of students associated with the individual's assignment.) For a class taught in Distance Education, the student questionnaire shall be made available to students for a minimum of five (5) days. Standard District evaluation questionnaires for students will be used for (1) face-to-face classes, (2) online/hybrid classes, (3) counselors, (4) librarians, (5) nurses, (6) coaches, and (7) coordinators.

All student questionnaire results shall be made available to the evaluation committee prior to week fourteen (14) (proportionately adjusted for short-term courses) and to the contract unit member upon the completion of the semester. Nothing in these provisions shall preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted.

- d. The committee shall meet to consider all evaluation input ("See Other Evaluation Procedures"), decide on a recommendation regarding subsequent

employment status, and if appropriate, devise a plan for instructional or professional improvement articulated in writing that clearly identifies: (1) areas of deficiency from this article, Section 2(E) and Section 3; (2) objectively observable behaviors to correct areas of deficiency; and (3) a specific timeline to correct areas of deficiency.

- e. The committee meets with the contract unit member to discuss the evaluation results, the employment recommendation, and, if appropriate, the plan for improvement to be monitored by the members of the committee. The contract unit member may offer his/her own additional performance assessment to be incorporated into the plan for improvement.
- f. A written employment recommendation (based upon the evaluation criteria), along with all pertinent documentation (self-evaluation, summary evaluation, student questionnaires, and classroom visitations and observations, educational discussions, peer review, etc.) shall be submitted by the committee to the College/Campus President through the Vice President of Instruction, Vice President of Student Services, or Vice President of Instruction and Student Services.
- g. The College/Campus President shall make a recommendation to the Chancellor and to the Board of Trustees. However, if the College/Campus President does not concur with the evaluation committee's recommendation, he or she will meet with the committee to discuss differences. If the meeting does not produce a concurrence of opinion, both the College/Campus President's and the committee's recommendation shall be forwarded to the Chancellor and Board of Trustees, with the same pertinent documentation that was previously provided to the College/Campus President.
- h. For faculty first hired as tenure-track in the spring semester, please refer to Section 4 (A) of this article for the abbreviated evaluation process for that "zero semester."

Regular/Tenured Faculty

- a. The evaluation plan shall consist of evaluation procedures and criteria from this article, Sections 2(E) and Section 3 which may include, but are not limited to:
 - a. educational discussions with peers and/or immediate supervisor
 - b. classroom visitations and observations
 - c. video taping of class sessions
 - d. peer review
 - e. written and/or oral student evaluations of the unit member
 - f. appropriate service or activities
- b. Student questionnaires are a required part of evaluation, to be administered by an evaluation team member to students in two (2) different courses, or in two (2)

sections of the same course if unit member teaches only one (1) course. All student questionnaire results shall be made available to the evaluation committee prior to week fourteen (14) (proportionately adjusted for short-term courses) and to the regular (tenured) unit member upon the completion of the semester. Nothing in these provisions shall preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted.

- c. Between the 5th and 15th weeks (proportionately adjusted for short-term courses), the evaluation plan is typically carried out and completed.
- d. At the completion of the evaluation process, the regular (tenured) faculty member, peer reviewer, and immediate supervisor, or his/her designee excluded from the bargaining unit, shall meet to discuss the results of the evaluation, including the peer written review, student evaluation, regular (tenured) faculty member self-evaluation, and the immediate supervisor's evaluation, as well as suggestions for improving the performance of the regular (tenured) faculty member and, if appropriate, develop a plan for improvement to be monitored by the members of the committee. The plan for improvement shall be articulated in writing that clearly identifies: (1) areas of deficiency from Article XIII Section 2(E) and Section 3; (2) objectively observable behaviors to correct areas of deficiency; and (3) specific timeline to correct areas of deficiency. The regular (tenured) faculty member being evaluated may offer his/her own additional performance assessment to be incorporated into the plan for improvement.
- e. The summary written evaluation report shall be prepared by the immediate supervisor, or his/her designee excluded from the bargaining unit. The summary evaluation shall take into account the peer reviewer's written report as well as the results of each of the evaluation procedure and criteria.
- f. The unit member shall have the opportunity to comment on the results of the written summary evaluation report and have any written comments attached to the written evaluation report which shall thereafter be forwarded to the College/Campus President through the appropriate Vice President.

D. COMMITTEE COMPENSATION

- 1. Each faculty committee member shall receive up to five (5) hours or the actual number of logged hours, whichever is less, of compensation equivalent to the top of Schedule B2 Lab rate for each year he or she serves on the evaluation committee and completes the evaluation cycle of a contract/tenure review unit member. To be eligible to receive the compensation, counselors, librarians, college nurses, academic coordinators, and tutorial instructors must perform such evaluation services outside of their regularly assigned work week under Article XII, Section 1. WORK WEEK.
- 2. Each first year contract/tenure review faculty will have a faculty advisor for the first semester, including zero semester hires, whose function is to serve as a guide to the

institution and its culture, as a teaching resource, and/or as a role model. The advisor will not be a member of the evaluation committee. The process for selecting the faculty advisor will be the same as the process for selecting faculty for the contract/tenure review faculty evaluation committee. The goal of advising is to help new unit members acclimate to the formal and informal norms of the department, college, and the District. Each faculty advisor shall receive up to five (5) hours or the actual number of logged hours, whichever is less, of compensation equivalent to the top of Schedule B2 Lab rate for the first semester of a first year contract/tenure review unit member.

E. OTHER EVALUATION PROCEDURES FOR CONTRACT AND TENURED FACULTY

1. Duties and Responsibilities Evaluation

- a. Immediate supervisor or his/her designee excluded from the bargaining unit conducts a "duties and responsibilities evaluation" in accordance with District Policy. The regular (tenured) unit member will be evaluated on professional responsibilities outlined in Administrative Regulation 7122 dated August 18, 2008, including requirements such as holding classes, maintaining roster and attendance records, turning in grades, posting and holding office hours, attending meetings, serving on committees, advising students, and participation in curriculum, program review and annual updates, college and/or district committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).
- b. This includes faculty on special assignment. Faculty on special assignment shall also be evaluated on the basis of criteria established in the job description.

2. Records Evaluation

- a. Unit member shall submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, counseling processes and forms, etc.

3. Professional Activities Evaluation

- a. Unit member shall submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc.

4. Self-Evaluation

- a. Unit member shall submit to the committee a written evaluation of his/her job performance with respect to the criteria on which he/she is being evaluated.

5. Relevant Input for Outside of Formal Evaluation Process

- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to the supervisor) and verbal complaints, concerns, or commendations of a consistent, recurring nature that have been previously addressed with the unit member.
 - b. For Coaches, the immediate supervisor will also consider relevant input from the Athletic Director, regarding items listed in Section (3)(2b) of this Article (Coaches Criteria)
 - c. The unit member has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process.
6. Computer Proficiency – Additional requirement for contract faculty - No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract unit members must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract unit member will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the unit member’s teaching field or other work area, as determined by the evaluation team and department.

Section 3. EVALUATION CRITERIA:

All faculty shall be evaluated based on the following criteria:

1. STUDENTS

- a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - i. Diversity of cultural backgrounds, gender, age, and lifestyles;
 - ii. Variety of learning styles;
 - iii. Student goals and aspirations.
- b. Concern for student rights and welfare.
- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or district activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 2009)
- c. Maintenance of workable relationship with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

In addition, unit members shall be evaluated on the following criteria for their primary and/or special assignments:

A. Instructional Faculty – Criteria

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to subject matter.
- e. Institutionally approved course outline.
- f. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- g. Maintenance of classroom records in accordance with District Policy.
- h. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.
- i. Participation in curriculum, program review and annual updates, college and/or district committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

B. Coaches Criteria

In the event all or a portion of an instructor's load is dedicated to coaching responsibilities, observation and evaluation of both classroom and coaching duties must be observed and evaluated, including student evaluations. The criteria to be considered shall be those identified in the "Instructional Faculty – Criteria" of this document and the following:

- a. Work through the Athletic Director on all matters pertaining to athletics;
- b. Obtain final approval of the Athletic Director of all sports schedules;
- c. In accordance with established rules and regulations, recruit athletes within the District by being visible at the district high school campuses and actively recruit on the district high school campuses;
- d. Maintain a businesslike working relationship and rapport with campus employees, organizations, district high school coaches, district communities and the various groups within these communities;
- e. Maintain appropriate individual and team conduct and discipline;
- f. Complete in a timely manner necessary paperwork which serves the function of the program;
- g. Assume responsibilities for securing information regarding eligibility of players, as appropriate;
- h. Field full and competitive teams; and
- i. Assume duties and responsibilities as delegated or assigned by the administration, Athletic Director, or head coach as they relate reasonably to the coaching assignment.

Win-loss record shall not be considered

C. Coordinators Criteria

- a. Shall be evaluated on the basis of their duties and job announcement, which is included in their personnel file;
- b. Knowledge of the subject matter;
- c. Awareness of current developments and research in the field;
- d. Demonstration of effective communication with students, faculty, staff and administration;
- e. Maintenance of appropriate records; and
- f. Participation in curriculum, program review and annual updates, college and/or District committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

D. Counselors Criteria

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.;
- b. Maintenance of counseling session records in accordance with District Policies;
- c. Effective use of counseling methods appropriate to student need;
- d. Knowledge of subject matter;
- e. Awareness of current developments and research in the field;
- f. Demonstration of effective communication with students;
- g. Demonstration of respect for all students through the development of a warm and accepting environment;
- h. Maintains confidentiality of the counseling session; and
- i. Participation in curriculum, program review and annual updates, college and/or District committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

E. Librarians Criteria

- a. Knowledge of library usage;
- b. Awareness of current developments and publications in the field;
- c. Demonstration of effective communication with students and faculty;
- d. Effective use of research methods appropriate to faculty and student needs;
- e. Awareness of college curricula;
- f. Maintenance of appropriate records; and
- g. Participation in curriculum, program review and annual updates, college and/or District committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

G. Nurses Criteria

- a. Knowledge of subject matter;
- b. Awareness of current development and research in the field;
- c. Effective communication with students;
- d. Effective use of nursing procedures;
- e. Evidence of appropriate nursing objectives which are met through a student evaluation of services;
- f. Appropriate maintenance of student records which protect the confidentiality of all service users;
- g. Evaluation of student's progress in keeping current with nursing protocols and public health procedures; and
- h. Participation in curriculum, program review and annual updates, college and/or District committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

Section 4. EVALUATION TIMELINE:

A. Instructional Faculty and Special Assignment Faculty

Contract faculty – the following timeline is repeated in the fall of each year. (Consideration is given for courses scheduled in short-term formats.)

Contract faculty first hired in spring – If a faculty member’s service as a probationary faculty member begins during the spring semester, his or her service during that academic year does not count as his or her first contract year for the purposes of tenure review (California Education Code 87605). An abbreviated evaluation will be completed during that spring “zero semester”, which will include student questionnaires for all classes, one (1) classroom visitation by the immediate supervisor and one (1) peer reviewer, and a review of the faculty member’s class records. The immediate supervisor will then complete a summary evaluation report. Full tenure review committee will not convene until the fall semester.

Regular (Tenured Faculty) - The evaluation team and the regular (tenured) faculty member being evaluated shall follow the timeline or shall endeavor to reach consensus on specific timelines (except as otherwise set forth in the evaluation provisions of this article) for visitation and observations, the administration of student questionnaires, the discussion of the results of the evaluation, and the procedures required in the evaluation process. In the event consensus is not reached regarding the timeline, the immediate supervisor shall determine the timeline to be used.

1. WEEKS 1 – 4 (Proportionately adjusted for short-term courses)

- a. Tenure committee established by division Dean;
- b. Committee orientation meeting convened by immediate supervisor ,or his/her designee excluded from the bargaining unit, serving on committee;
- c. Committee meeting with unit member to discuss evaluation process and timelines;
- d. Immediate supervisor, or his/her designee, begins "duties and

- e. responsibilities" evaluation; and
 - e. unit member submits copies of classroom or other records.
2. WEEKS 5 – 12 (Proportionately adjusted for short-term courses)
- a. Classroom visitations, educational discussions, observations of counseling sessions made by committee members;
 - b. Student questionnaires are administered. Student questionnaire results shall be made available to the evaluation committee prior to week 13 (Proportionately adjusted for short-term courses) and to the contract unit member upon the completion of the semester;
 - c. unit member submits list of professional activities;
 - d. Additional visitations may be conducted if deemed necessary by the committee; and
 - e. Unit member submits self-evaluation.
3. WEEKS 13 – 15 (Proportionately adjusted for short-term courses)
- a. Committee meets and reviews all pertinent areas of evaluation and evaluation materials;
 - b. Committee decides upon employment recommendation for contract unit member and, if the recommendation is a second or third contract, establishes a course of action by which the unit member can improve in areas of weakness; and
 - c. Peer and supervisor, or his/her designee excluded from the bargaining unit, summarize evaluation findings of regular faculty.
4. WEEKS 16 – 18 (Proportionately adjusted for short-term course)
- a. Committee meets with unit member to discuss the employment recommendation. If appropriate, the committee will recommend a course of action for instructional/professional improvement;
 - b. Committee submits employment recommendation to the College/Campus President, along with copies of all pertinent documents; and
 - c. This timeline does not preclude a committee member's or administrator's right to visit a unit member's classroom during the subsequent term should such be deemed necessary.

Section 5. RIGHT TO GRIEVE AND RECONSIDERATION:

A. RIGHT TO GRIEVE

- 1. In the event there is a negative decision made regarding the granting of tenure, that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any policy or procedure concerning the evaluation of a contract (probationary) unit member, the effected contract unit member shall have the right to grieve such negative decision in accordance with the provisions of Education Code section

87610.1.

2. Allegations that the District, in a decision to reappoint a contract (probationary) unit member, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract (probationary) unit member shall be classified and addressed as grievances in accordance with the provisions of Education Code section 87610.1.

B. RECONSIDERATION

In the event the arbitrator rules that the District must reconsider its decision not to grant tenure, the arbitrator's decision and findings of fact shall be served upon the Board of Trustees President or Secretary, along with all evidence, exhibits, documents, and briefs which were provided to the arbitrator. Either party may additionally submit a written argument, stating why the Board of Trustees should or should not grant tenure to the unit member and stating the reasons therefore. Not later than sixty (60) days after having been served the arbitrator's decision, the Board of Trustees shall determine upon reconsideration whether the decision not to grant tenure shall stand, or whether to grant tenure to the contract (probationary) unit member. The decision of the Board of Trustees upon reconsideration shall be final in all respects and served on the unit member.

Section 6. EVALUATION OF TEMPORARY FACULTY:

- A. Inclusion in the full-time faculty bargaining unit of temporary faculty who serve at least seventy-five percent (75%) of the academic year will not alter the employees' temporary status. Such employment may be terminated at any time without regard to termination proceedings in this Agreement or with respect to provisions in the Education Code concerning the termination of contract (probationary) or tenured (permanent) unit members.
- B. Collective bargaining agreement, Article XIII, Section 2, Section 4, and Section 5 will apply to temporary faculty who serve at least seventy-five percent (75%) of the academic year.
- C. The evaluation criteria set forth in the collective bargaining agreement, Article XIII, Sections 2(E) and Section 3 will apply to temporary faculty who serve at least seventy-five percent (75%) of the academic year.
- D. The following provisions will apply to the evaluation of temporary faculty who serve at least seventy-five percent (75%) of the academic year:
 1. Temporary faculty will be evaluated (at least) as follows:
 - a. Their performance during their first semester of teaching or service.
 - b. Their performance during their second and/or third semesters of teaching or service.
 - c. Their performance over every six (6) semesters of teaching or service

thereafter.

2. The evaluation process of temporary faculty will include the following:
 - a. Classroom visitation(s) by peer reviewer and immediate supervisor or his/her designee. Visitation dates and times shall be scheduled within a three (3) week period announced to the temporary faculty member. (Both peer reviewer and evaluator need not be present during a visitation.);
 - b. Student questionnaires administered by peer reviewer or immediate supervisor, or his/her designee excluded from the bargaining unit. The student questionnaire results shall be made available to the evaluation committee prior to week fourteen (14) (proportionately adjusted for short-term courses) and to the temporary employee upon completion of the semester.
 - c. The results of the evaluation will be discussed with the temporary faculty member;
 - d. The unit member shall receive a copy of the final written evaluation;
3. Any violation by the District of procedures contained in this Article shall be grievable. The substance of any evaluation shall not be the subject of any grievance.

ARTICLE XIV
CLASS ADVANCEMENT SALARY SCHEDULE

- A. In accordance with salary schedule and unit requirements, the evaluation of requests for class advancement shall be made by the respective college evaluation committee.
1. Each College/Campus President shall designate an administrator, which may be the same as the one (1) serving on the college evaluation committee, who will collect all classification advancement requests before presentation to the committee. This administrator also will have the responsibility of obtaining proper documentation and ensuring that these supportive documents are retained in appropriate college files following committee action.
 2. Each college committee shall consist of one (1) administrator from each college (to be appointed by the College/Campus President) and one (1) faculty member from each division at Fresno City College, one (1) faculty member from four (4) different disciplines at Reedley College, and one (1) faculty member from four (4) different disciplines at Clovis Community College. The faculty members shall be selected for the respective college committees by the Academic Senate President at Fresno City College, by the Academic Senate President at Reedley College, and by the Academic Senate President at Clovis Community College. Each committee shall elect a faculty member to serve as chairperson.
- B. A unit member anticipating a change in class placement must file a "Letter of Intent" by May 1 of the preceding college year with the administrator designated by the College/Campus President to assist the committee.
- C. As proof of completion, official transcripts or other written supporting evidence must be submitted to the designated administrator no later than the Wednesday immediately preceding the first (1st) day of instruction for the year for which the change in salary placement is requested. In the event that the written supporting evidence is not available by the deadline, a notarized statement by the individual concerned on a form provided by the college may be submitted to, and accepted by, the designated administrator on or before the deadline date. However, a subsequent downward adjustment will be made in the unit member's pay sufficient in amount to offset any prior overpayment if the unit member is not able to provide evidence substantiating his/her claim by the first (1st) school day of the second (2nd) full month of instruction of the fall semester. A statement indicating the unit member's knowledge of this downward adjustment provision shall be included on the notarized statement form.
- D. Committee recommendations for salary class advancements shall be forwarded to the office of the College/Campus President by Wednesday of the first (1st) week of instruction for his/her review and comment and for filing with the Office of the Chief Human Resources Officer or designee by Wednesday of the second (2nd) week of instruction.
- E. All recommendations for salary schedule class advancement must receive final approval from the Chief Human Resources Officer or his/her designee.

F. When a faculty member qualifies for a new class, placement in that class will be without loss of annual increment.

G. Salary Advancement Unit Requirements:

The following regulations pertain to units to be used for class advancement on the academic salary schedule:

1. Units of credit for upper-division and graduate courses from accredited colleges and universities in the unit member's teaching field or other professional assignment may be submitted for a class advancement without obtaining prior approval.
2. Units of credit for upper-division and graduate courses from accredited colleges and universities outside of the unit member's teaching field or other professional assignment submitted for a class advancement must have the prior approval of the campus evaluation committee.
3. Lower-division units:
 - a. Lower-division units may be applied to salary class advancement only when prior approval has been obtained and the particular units are one of the following: [1] required for a credential or degree fulfillment, [2] required in connection with preparation for a specific institutional assignment, [3] part of an in-service training program, or [4] recognized by the College Evaluation Committee as contributing to the unit member's effectiveness in his/her assignment.
 - b. In order to obtain prior approval for any lower-division course work, each applicant must submit to the College Evaluation Committee the proper application form. Not more than twenty percent (20%) of the units required for advancement from one (1) column to the next may be lower-division units in any case.
4. In addition to total unit requirements, over one-half (1/2) of the total number of units required for placement on a particular salary schedule class must be in the unit member's teaching field or appropriate to his/her professional assignment.
5. Even when they may not carry college credit, National Science Foundation, Industrial Institutes, factory training, and other appropriate courses may be counted for credit for class advancement if, prior to the onset of the course, approval by the College Evaluation Committee has been obtained and the committee has determined how much credit for salary advancement purposes shall be granted. Other than exceptional circumstances, approved in advance by the Chancellor or his/her designee, not more than twenty percent (20%) of the units required for advancement from one column to the next may be units that fit in this category.

Article XV
FACULTY RIGHTS

Section 1. FACULTY RIGHTS:

Individual unit members have the right of consultation with the immediate supervisor on matters relating to the unit members' teaching assignment, instructional program changes, analysis and/or evaluation of instructional programs, and the educational direction of their department and institution.

Section 2. USE OF FACILITIES:

Unit members may use District designated fitness centers at each college during posted hours when the facilities are available to faculty, staff and administrators. Unit members will be required to abide by institutional rules in effect at each campus and to sign a District approved waiver of liability form.

Section 3. COMMENCEMENT ATTIRE:

Academic attire required by the District for unit members to wear at the graduation ceremony shall be provided at District-expense. Academic attire includes cap, gown and hood.

Article XVI
TRANSFER AND REASSIGNMENT

Section 1. VOLUNTARY TRANSFER:

- A. A voluntary transfer is initiated by the unit member.
- B. Any regular (tenured) unit member may request a transfer from one (1) college to another college where his/her training, experience, skills, degrees and/or credentials coincide with the requirements of a vacant position.
- C. Applications for transfer will be considered for vacancies before other outside applicants. The District will post vacancies at District sites as well as on the District website.
- D. A regular (tenured) unit member may transfer within the District to a vacant faculty position for which he or she is qualified once all of the following conditions occur and are completely satisfied:
 - 1. Transfer announcements shall be posted for transfer through the District's bulk e-mail for a five (5) calendar-day period.
 - 2. Transfer applicants shall submit to the Human Resources Department a letter containing why they wish to transfer to the posted vacancy and an updated resume, within that five (5) day posting period.
 - 3. The selection committee reviews the request for transfer and makes one (1) of the following recommendations:
 - i. recommends to not accept the request for transfer
 - ii. requests an interview with the applicant requesting to transfer
 - 4. If an interview is recommended, following the applicant interview and within ten (10) days of receipt of the files from Human Resources, the selection committee shall reach one (1) of the following recommendations regarding the applicants:
 - i. acceptance of request to transfer
 - ii. rejection of request to transfer

When the request to transfer is rejected, Human Resources will notify the applicant.

- 5. If the recommendation is to accept the transfer, the request is forwarded to the College President. The College/Campus President, Vice President and/or designees can interview the candidate.
- 6. If the College/Campus President does not accept the departmental recommendation, he/she will meet with the department and discuss the reason(s) for not accepting the departmental recommendation.
- 7. If the College/Campus President accepts the transfer, the candidate is notified by the appropriate administrator and a recommendation is made to the Board of Trustees.

- E. Any such transfer shall be considered permanent only upon the completion of each and every condition precedent stated above.
- F. The District reserves the right to open to outside applicants any subsequent full-time position resulting from the transfer.
- G. Any unit member accepted by another college or center will be permitted to make the transfer when a suitable replacement is found. Any such transfer shall be considered permanent.

Section 2. INVOLUNTARY TRANSFER:

- A. An involuntary transfer is initiated by the District, and shall not be done capriciously or as a punitive action.
- B. Where the District finds it necessary to transfer a unit member from one (1) college to another, qualified volunteers will be sought. Where there are no qualified volunteers, the District will determine which qualified person is to be transferred.
- C. Transferees involuntarily transferred from one (1) college to another to meet District needs shall be returned to the original college, upon request, to fill a vacancy which occurs for which the transferee is deemed qualified.

Section 3. SPLIT ASSIGNMENT:

- A. If a split assignment between campuses is made to a unit member and that split assignment requires the unit member to travel to multiple campuses on the same day, the District will pay mileage for the total mileage traveled by the unit member between campuses, less the roundtrip mileage from the unit member's home to the campus of their primary assignment. Primary is defined as the campus where they are assigned the majority of their load. If the load is equally split between two (2) campuses, primary will be defined as the campus where they were hired.

Article XVII
PERSONNEL RECORDS

- A. Materials in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment are to be made available for inspection by the person involved.
- B. Every unit member shall have the right to inspect material in his/her personnel file at any time mutually convenient to the unit member and the District. The unit member may be accompanied by a Federation representative, if desired, or a Federation representative may inspect such materials individually at the request of the unit member.
- C. Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record, shall be promptly called to the unit member's attention, by copy, and the unit member given an opportunity to respond.
- D. A unit member is entitled to know the identity or source of all such complaints. (Any retaliatory action shall be deemed to be unprofessional conduct.)
- E. The unit member shall acknowledge that such material has been read by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signified only that the material has been read and does not indicate agreement with its contents.
- F. Any derogatory material and/or complaint shall not be placed in the unit member's personnel file prior to ten (10) working days from the date it was sent or served. The unit member may respond and have any written response attached to the material and/or complaint to be included in the personnel file.
- G. The content of material in personnel files shall not be subject to Article XX, Grievance and Arbitration Procedure of this Agreement.
- H. During the ten (10) working day period, the content of material to be added to the personnel files shall be subject to the District Complaint Procedure. (Refer to District Board Policy and Administrative Regulations)
- I. The official files for all personnel shall be housed and maintained at the District office, except that files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the College/Campus President's office.
- J. Materials being held out of a personnel file due to a grievance may be submitted as evidence in a punitive action. No other performance evaluation materials outside the personnel file may be used as evidence in a punitive action.
- K. Personnel files for academic personnel shall be maintained by the District Office.

L. The following material should be obtained for, and retained in, all academic personnel files located in the District Human Resources Office:

1. Initial employment records

Application

Official transcripts of academic records

Transcript evaluation form

Pre-employment confidential materials, including:

a) Interview reports

b) Placement office papers

c) Letters of recommendation

Verification of related work experience

Copies of credential documents

Academic employment recommendation form

Offer of employment letter

Original signed contracts and employment agreements

Copies of early retirement agreements

Sick leave transfer letters

2. Salary schedule classification advancement information

Petition for advancement

Supportive documents

Action on petition

M. The following materials should be retained in academic personnel files located in the College/Campus President's office:

1. Evaluations and other correspondence related to job performance, including professional growth reports.

2. Directives and other personal communications.

3. Written complaints and commendations.

4. Unit member response to written complaints.

**ARTICLE XVIII-A
LEAVES WITH PAY**

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

1. Sick leave for a unit member's illness or injury shall be granted to each unit member as follows:

<u>Annual Duty Days</u>	<u>Days of Sick Leave Accrued Annually</u>
220-229	12.0
210-219	11.5
200-209	11.0
190-199	10.5
177-189	10.0

2. Hourly Sick Leave – Unit members assigned overload will accrue sick leave at the rate of one (1) hour earned for each eighteen (18) hours of teaching, counseling, or librarian duties in fall and spring semesters. Overload sick leave does not transfer to STRS for earned service credit upon retirement. This will be referred to as “hourly sick leave”.
3. Earned sick leave which is not used may be accumulated indefinitely from one (1) year of service to the next and may be used as required during such subsequent years of service.
4. One (1) day of sick leave shall be deducted for a day’s absence because of illness or injury.

If a unit member is absent because of illness or injury for less than a full day, the following chart should be used as a guideline for calculating the sick leave that shall be deducted:

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HOURS OF SCHEDULED DUTIES PER DAY (INCLUDING OFFICE HOURS)														
HOURS ABSENT		1	2	3	4	5	6	7	8	9	10	11	12	
	1	1 day	0.5 day	0.34 day	0.25 day	0.19 day	0.16 day	0.16 day	0.13 day	0.13 day	0.09 day	0.09 day	0.09 day	0.09 day
	2		1 day	0.66 day	0.5 day	0.41 day	0.34 day	0.28 day	0.25 day	0.22 day	0.19 day	0.19 day	0.16 day	0.16 day
	3			1 day	0.75 day	0.59 day	0.5 day	0.44 day	0.38 day	0.34 day	0.31 day	0.28 day	0.25 day	0.25 day
	4				1 day	0.81 day	0.66 day	0.56 day	0.5 day	0.44 day	0.38 day	0.38 day	0.34 day	0.34 day
	5					1 day	0.84 day	0.72 day	0.63 day	0.56 day	0.5 day	0.47 day	0.41 day	0.41 day
	6						1 day	0.84 day	0.75 day	0.66 day	0.59 day	0.53 day	0.5 day	0.5 day
	7							1 day	0.88 day	0.78 day	0.69 day	0.63 day	0.59 day	0.59 day
	8								1 day	0.88 day	0.81 day	0.72 day	0.66 day	0.66 day
	9									1 day	0.91 day	0.81 day	0.75 day	0.75 day
	10										1 day	0.91 day	0.84 day	0.84 day
	11											1 day	0.91 day	0.91 day
	12													1 day

For distance education courses, when a substitute is hired to cover an instructor’s absence, the instructor’s sick leave balance will be reduced by the number of hours (percentage of day) paid to the substitute for covering the absence.

If a unit member was assigned and missed a class that is calculated as an overload assignment due to illness or injury, unit member shall use his/her accumulated Hourly Sick Leave.

Example: Instructor A has three (3) classes and an office hour scheduled on a particular day. The instructor does his/her office hour and two (2) of the scheduled classes, but gets very ill and has to miss his/her third class. Instructor A’s contractual obligation for the day was four (4) hours (three (3) one-hour courses and one (1) office hour), and he/she met seventy-five (75%) of that obligation so he/she will report twenty-five hundredths (0.25) days sick time on the Academic Absence Form.

Example: Instructor B has three (3) classes and an office hour scheduled on a particular day. The instructor does his/her office hour and two (2) of the scheduled classes, but gets very ill and has to miss his/her third class. While the first two (2) classes were part of Instructor B’s contract load, the third class was a Schedule B overload class. Instructor B’s contractual obligation for that day was three (3) hours (two (2), one-hour courses and one (1) office hour), and he/she met one-hundred percent (100%) of that obligation so he/she will not report having missed any workdays on the Academic Absence Form. He/she will, however, need to fill out the Academic Absence Form specific to Schedule B work and will report having missed one (1) hour.

5. At the beginning of each academic year, every unit member shall receive a sick leave allotment credit equal to his/her entitlement for the academic year. A unit member may use this credited sick leave anytime during the academic year.
6. Any unit member who is in paid status while on sick leave, sabbatical, or other paid leave shall continue to earn all leave benefits to which entitled if employed full-time. A unit member who is on a leave 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.
7. Where a unit member has exhausted his/her sick leave benefits and is absent from work because of illness or accident, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months. This leave is referred to in this Agreement as “extended sick leave”.
8. Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.

It shall be the responsibility of the unit member to notify the Human Resources Office, in writing, of the name and address of the District by which he/she was last employed and to request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

9. 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 of the Education Code.
10. Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
11. A unit member may use his or her sick leave for purposes of parental leave for a period of up to twelve (12) work weeks. The amount of leave, when combined with other leaves under the California Family Rights Act (CFRA), will not exceed twelve (12) work weeks.
 - a. Unit members are not required to use sick leave while on parental leave, and may opt to stay in unpaid status. However, unit members are permitted to use sick leave during parental leave. There is no limit on the number of days of sick leave that an unit member may take during parental leave, but the parental leave will not exceed twelve (12) work weeks.
 - b. A unit member who takes, and exhausts, all available sick leave while on

parental leave may receive extended sick leave for the remaining portion of the parental leave period. In no event shall the application of paid sick leave and extended sick leave entitle the unit member to additional leave beyond that leave beyond the CFRA leave period.

- c. Unit members who are not eligible for CFRA leave, solely because they have not provided at least one thousand, two hundred fifty (1,250) hours of service in the twelve (12) months immediately preceding the request, are eligible to take parenting leave under this Article.
12. Unit members can access a current accounting of his/her accumulated sick leave on the District internet site.
13. Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence form on his or her first day back to work. After a unit member is absent three (3) or more consecutive duty days, he or she shall provide the administration, upon request, a statement from a health care provider verifying his/her fitness to return to duty. A member absent for more than three (3) duty days shall notify their immediate supervisor of his/her approximate return date.
14. Sick leave may be utilized by any unit member when quarantined by the County Health Officer because of another's illness. Such quarantine must be verified by the County Health Officer.
15. If a unit member has used more sick leave than has been earned or accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for that member, shall be deducted from the next available salary warrant.

B. Catastrophic Leave Bank:

Catastrophic illness or injury is an illness or injury that is expected to incapacitate the unit member or any one (1) of the following individuals for an extended period of time: unit member's parents, spouse/domestic partner, children or other member of the immediate household. Catastrophic illness requires the unit member to take time off from work for an extended period of time to care for that family member, and taking time off work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave or other paid time off. Catastrophic illness does NOT include stress-related illness, elective surgery, normal pregnancy, Workers' Compensation claims, disabilities resulting from the current use of alcohol or drugs, intentionally self-inflicted injuries, or normal illness such as colds, flu, allergies, headaches, etc.

In the event of a catastrophic illness or injury, unit members may convert accumulated hourly sick leave to daily sick leave at the rate of one (1) day for every four (4) hours of sick leave earned. This conversion is allowed only after all daily sick leave has been exhausted.

1. The Catastrophic Leave Bank program shall be administered by a District/Federation committee composed of five (5) members: three (3) appointed by the Federation, and two (2) appointed by the District.
2. The Catastrophic Leave Bank program shall continue from year to year.
3. The parties agree that a Catastrophic Leave Bank shall be established to assist unit members who suffer a long-term illness.
4. All unit members may voluntarily participate in the Catastrophic Leave Bank program by:
 - a. Contributing one (1) day of sick leave during the first (1st) full month following the signing of this Agreement; or
 - b. Contributing one (1) day of sick leave during the first (1st) month of a unit member's employment; or
 - c. New participants may annually join the program during the month of September.
5. The District shall contribute one (1) sick leave day for each five (5) days of personal sick leave days contributed by participating unit members.
6. Whenever the Catastrophic Leave Bank becomes depleted, each participating unit member will be taxed a maximum of one (1) additional day per year from his/her accumulated sick leave bank to restock the bank. Sick leave days placed in the bank by participating unit members are irrevocable and:
 - a. May not subsequently be withdrawn from the bank except as they are used for sick leave purposes as defined herein;
 - b. May not be transferred to another district should that unit member obtain employment elsewhere;
 - c. May only be used by participating unit members currently employed by the District;
 - d. May not be withdrawn at the time of retirement and may not be used to extend a date of retirement or to receive service credit following a service or disability retirement;
 - e. May not be used retroactively for a previous unpaid absence.
 - f. No sick leave hours may be transferred or donated to the bank within sixty (60) days of the donor resigning or retiring.

7. A unit member may withdraw from participation in the Catastrophic Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.
8. Eligibility to use Catastrophic Leave Bank days requires that a participating unit member must have:
 - a. Exhausted his/her personal sick leave days as well as all hourly sick accumulated and converted to daily sick leave;
 - b. Been incapacitated or absent for no fewer than thirty (30) consecutive calendar days.
9. To apply for Catastrophic Leave Bank usage, the participating unit member must submit the following to the District payroll office:
 - a. a written request listing dates of absence to be granted in days from the sick leave bank,
 - b. a doctor's note covering the requested dates, and
 - c. an absence form(s) for the requested dates.

The written request along with the supporting documents will be forwarded to the sick leave bank committee chair. Upon receipt, the committee chair will review all documents with the committee. Once a majority agreement has been met by the committee, the chair will notify the payroll department, who will then notify the unit member of the committee's decision.

10. On a one-half (1/2) pay basis only, the Catastrophic Leave Bank may be drawn upon to supplement the fifty percent (50%) pay provision of the District's five (5) school months additional sick leave during the time a unit member is eligible for that provision coverage.
11. There shall be a maximum number of forty (40) withdrawal days per participating unit member per year.
12. A participating unit member using Catastrophic Leave Bank days shall not have to replace those days except as a regular contributing member to the bank.
13. Human Resources will provide the Federation President, upon request, an annual report of the number of days used in the previous academic year as well as the number of days remaining in the bank at the beginning of each academic year.

Section 2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

- A. For accidents or illnesses which are industrially-caused, unit members shall be provided leave benefits under the following provisions:

1. Allowable leave shall be sixty (60) days during which the schools 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 (1) fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first (1st) day of absence.
4. When a unit member is absent from his/her duties due to an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

The phrase, "full salary," as utilized in this section shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled only to the amount of unused industrial accident or illness leave due him/her for the same illness or injury.
7. Termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

(See Sick Leave, Article XVIII-A, Section 1).

8. During any paid leave of absence, the unit member will endorse to the District the temporary disability indemnity checks received due to of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually covered by such salary warrants.
9. When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of his/her prior assignment, the District

will meet with the unit member to discuss accommodations as required by state and federal law. If the District cannot provide a reasonable accommodation, the unit member will be separated from the District.

Section 3. BEREAVEMENT LEAVE:

- A. Unit members may be granted, without loss of salary, or other benefits, a leave of absence not to exceed three (3) working days (five (5) working days if out-of-state travel is required) per occurrence due to the death of his/her immediate family. Bereavement Leave may be extended through the use of "Personal Necessity Charged to Sick Leave," Article XVIII-A, Section 5.
- B. "Member of the immediate family," as used in this section, includes any of the following:
- Mother
 - Father
 - Sibling
 - Grandmother
 - Grandfather
 - Grandchild
 - Child
 - Step-parents
 - Step-children
 - In-law
 - Spouse or domestic partner and any of the aforementioned relations to the spouse or domestic partner
 - Any relative living in the immediate household of the unit member
- C. An extension of Bereavement Leave may be requested by the unit member. The District will make a determination on such requests in its sole discretion. Such extension shall be without salary for the period of time covered by the extension.
- D. A Bereavement Leave of one (1) day per occurrence may be granted, without loss of salary, due to of the death of any close friend not included as a "member of the immediate family" where the unit member has responsibility for carrying out personal business and funeral arrangements attendant to the death.
- E. Bereavement Leave may be granted, without loss of salary for the time necessary to attend the funeral of a district colleague conditioned upon the following:
1. The unit member receives written permission from the appropriate Vice President or his/her designee;
 2. The unit member's absence does not result in the unit member being unavailable to teach any assigned class unless such unavailability is made unavoidable by the date and time scheduled for the funeral;

3. Written application shall be made to the appropriate Vice President or his/her designee NOT later than two (2) working days in advance of the date and time for leave unless special circumstances necessitate a later application.

F. Bereavement Leave must be taken within six (6) months of the death of the family member.

Section 4. JURY DUTY LEAVE:

- A. When called for jury duty in the manner provided by law, a unit member shall be granted a leave of absence without loss of pay for the time he/she is required to perform jury duty during the unit member's regularly assigned working hours.
- B. Requests for jury service leave should be made by presenting the official court summons to jury service as soon as possible to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.
- C. Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.
- D. A unit member 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.
- E. Unit members are required to return to work during any day in which jury duty services are not required.
- F. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

Section 5. PERSONAL NECESSITY CHARGED TO SICK LEAVE:

All unit members entitled to sick leave benefits have the right to elect Personal Necessity Leave to be charged against their unused sick leave.

Personal Necessity Leave may be used for the following reasons:

- A. The death of a member of the unit member's immediate family (as defined in Section (3)(B) of this Article) when the number of days of absence exceeds the limit provided in Section (1)(B)(6) of this Article.
- B. Serious illness of a member of his/her "immediate family" as defined in Section (3)(B) of this Article.
- C. An accident involving his/her person or property or the person or property of a member of his/her immediate family. Such accident must be (a) serious in nature, (b) involve a circumstance the unit member cannot reasonably be expected to disregard, (c) require the

attention of the unit member during assigned hours of service, and (d) cannot be attended to during non-duty hours.

- D. Appearance in court as a litigant or as a witness under an official order.
- E. The birth of a child making it necessary for a unit member who is the parent of the child to be absent from his/her position during his assigned hours of service.
- F. Imminent danger to the home of a unit member occasioned by a factor such as flood or fire, serious in nature, which under the circumstance the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during assigned hours of service.
- G. Personal necessity leave shall be subject to the following limits and conditions:
 - 1. The total number of days allowed in one (1) fiscal year from such leave or leaves shall not exceed six (6) days.
 - 2. Personal necessity leave claimed against accrued sick leave must be so designated on absence and time reports, but reasons for such leave are not required.

Two (2) of the six (6) days may be granted for any reason deemed appropriate by the unit member and with prior approval of the supervisor, and in no case will there be more than two (2) unit members off at any one (1) time in any work unit under this paragraph.

Section 6. SABBATICAL LEAVE:

- A. Sabbatical leaves shall be granted to unit members, under provisions of the Education Code, for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study, research, or travel.
- B. Sabbatical leave application, processing, approval, and compensation for unit members shall be in accordance with the following provisions:
 - 1. Unit members may apply for a sabbatical leave during their sixth consecutive year of full-time service, or during their sixth consecutive year of full-time service following a sabbatical leave, such that the unit member will have completed six (6) consecutive years of full-time service by the beginning of his or her sabbatical leave. After completing a sabbatical leave, a unit member is not again eligible to apply for such leave until he/she has served on a full-time basis for at least six (6) additional consecutive years. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility.

2. Subject to the availability of funds, the District will allocate sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members. Apportionment of sabbatical leaves between the District colleges shall be as follows: the number of leaves assigned to Fresno City College, Reedley College and Clovis Community College shall be based upon the ratio of full-time unit members at Fresno City College, Reedley College and Clovis Community College to the total of all faculty employed by the State Center Community College District.
3. If an insufficient number of candidates apply, or if an insufficient number of applications are recommended by the committee for sabbatical leave as having met the written criteria for sabbatical leave consideration, the application period will be extended for an additional three (3) weeks. All faculty shall be notified of the extension and reasons for such. If, after the extension an insufficient number still fails to meet the minimum written qualifications, the College/Campus President may recommend fewer leaves than that number allocated to the college.
4. Leaves granted will be distributed among the various divisions of a college so as not to impair the instructional program.
5. The unit member applying for a sabbatical leave will agree to serve the District for at least two (2) years immediately following completion of the leave. Prior to entering upon a sabbatical leave the unit member may choose one of two methods of compensation. Under Option I, the unit member must file a suitable bond indemnifying the District for any salary paid to the unit member during the period of sabbatical leave in the event said unit member fails to return and to render two (2) full years of service in the District following the completion of the sabbatical leave. Under Option II, the unit member may enter into a written agreement with the District to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set forth in Option I. Such an agreement form is available in the Office of Human Resources. The unit member is expected to complete his or her sabbatical leave as indicated in his or her approved sabbatical leave proposal.
6. Each unit member applying for sabbatical leave shall submit a formal standardized application to the appropriate committee for sabbatical leaves prior to November 1 of the academic year preceding the academic year of the proposed leave. The committee at each college shall consist of the Vice President of Instruction, acting as chairperson, all division Deans or those in comparable positions, and an equal number of faculty members appointed by the President of the Academic Senate.
 - a. The Vice President of Student Services will serve as an ex-officio member when considering applications from the counseling student services area.
 - b. The committee at each institution shall provide the College/Campus President with a recommended rank order of leave applications which shall be submitted to the Chancellor, along with the College/Campus President's recommendations, if any, for subsequent presentation to the Board of Trustees.

- c. Applications submitted after the deadline date will be given consideration when accompanied by valid reasons. Valid reasons normally will be limited to government, professional, or academic programs which became available after the deadline date.
7. Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave will submit to the committee for sabbatical leaves and for distribution among faculty, 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 College/Campus President's office to the Chancellor not later than one (1) semester after return to duty.

If the committee's evaluation reflects that the sabbatical leave report is unacceptable and/or the terms and conditions of the sabbatical were not fully met, the unit member has one (1) additional semester to rectify the problem. If the evaluation remains "unacceptable" at the conclusion of the semester, the District has the right to reclaim, through automatic payroll deduction, from the unit member that percentage of the sabbatical stipend that in the committee's viewpoint reflects the unit member's degree of incompleteness.

8. Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. A sabbatical leave will be counted as service and experience on the salary schedule.
9. Sabbatical leaves may be granted as follows:
- a. One (1) semester at one hundred percent (100%) of full salary, or
 - b. One (1) full academic year at sixty-five percent (65%) of full salary, or
10. Unit members on a full-year sabbatical may work for outside employers (or themselves) and receive remuneration, so long as the combined income from the District's sixty-five percent (65%) salary payment and the outside remuneration does not exceed one-hundred percent (100%) of what the unit member would receive on the regular faculty salary schedule. A proof of income statement completed and notarized by a Certified Public Accountant (CPA) is required to verify the unit member's income. Any excess amounts shall adjust the District's sixty-five percent (65%) salary payment downward to maintain the one-hundred percent (100%) salary figure. Outside income that a unit member previously and regularly received during a school year is not affected by the provisions of this section, which apply only to additional employment that a unit member secures during the sabbatical year. Income that a unit member may receive from an employer as a part of his or her sabbatical leave also is not affected by the provisions of this section. Unit members, on a one (1) semester leave, upon approval may work for outside employers and receive

remuneration if the income was previously and regularly received during the prior two (2) school years. Additional employment must receive prior approval from the Sabbatical Leave Committee.

11. The District shall maintain full health and welfare benefits for the unit member on leave to the same extent as if the unit member were working in his/her regular assignment. Sabbatical leave will not count as a break in service for retiree health benefits. District paid health and welfare benefits shall end if the unit member receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.
12. Time on sabbatical leave will count towards retirement. Retirement contributions shall be made on the basis of the sabbatical leave compensation (one-hundred percent (100%) for one (1) semester sabbaticals and seventy-five (65%) for one (1) year sabbaticals) and provisions of the State Teacher's Retirement System (STRS). The unit member on a one (1) year sabbatical may elect to contribute to the one-hundred percent (100%) level through STRS.
13. Unit members on sabbatical leave may not perform any work for the District during the sabbatical period. This includes, but is not limited to teaching, service on committees, including search committees, grant work, etc., but may teach during the summer session. Cases in which exceptions may be made shall be in the interest of the instructional needs of the District as determined by the College/Campus President. Paid sick leave is not earned during this period.
 - a. Acceptance of a request to work for the District while on sabbatical leave is voluntary.
 - b. Faculty who are asked by management to perform work for the District during sabbatical leave will receive additional compensation at the unit member's applicable Schedule B hourly rate.

Section 7. GRANT LEAVE:

- A. A grant leave is a leave to permit a regular faculty member to accept a grant to teach, lecture, or do research for a public or private institution or a city, county, state, federal, or foreign government. Such service should result in the unit member's rendering more effective service to the District upon return.
- B. Leave may be granted for a maximum of one (1) year.
- C. District may compensate unit member on leave by paying the difference between the amount of the grant and the unit member's regular salary.
- D. District shall pay retirement benefits and health and welfare benefits for the unit member on leave to the same extent as if the unit member were working in his/her regular assignment. District-sponsored health and welfare benefits shall end if the unit member receives reasonably comparable health and welfare benefits (including dependent

coverage) from any other employer.

- E. All unit members who have satisfactorily completed six (6) consecutive years of full-time service in this District will be eligible to apply for a grant leave. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for grant leave eligibility.
- F. The unit member applying for a grant leave will agree to serve the District for at least twice the time approved for the grant leave immediately following completion of the leave. Prior to entering upon a grant leave, the unit member may choose one of two methods of compensation. Under Option I, the unit member must file a suitable bond indemnifying the District for any salary paid to the unit member during the period of grant leave in the event said unit member fails to return and to render twice the time approved for the grant leave in the District following the completion of the grant leave. Under Option II, the unit member may enter into a written agreement with the District to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set forth in Option I. Such an agreement form is available in the Office of Human Resources.
- G. Eligibility:
 - 1. The unit member shall submit to the College/Campus President a request for Grant Leave;
 - 2. The request shall be submitted at least one (1) semester prior to the semester in which the leave is granted;
 - 3. The College/Campus President shall consider the Grant Leave request on the basis of enhancing the unit member's professional growth;
 - 4. The District contributions toward the unit member's regular salary shall not exceed twenty (20) percent;
 - 5. Unit members on Grant Leave shall not exceed three (3) at Fresno City College, one (1) at Reedley College and one (1) at Clovis Community College;
 - 6. The College/Campus President shall forward the Grant Leave request to the Board of Trustees with a recommendation.

**ARTICLE XVIII-B
LEAVES WITHOUT PAY**

Section 1. PERSONAL BUSINESS LEAVE:

- A. The College/Campus President, upon request and with prior approval, may, in his or her sole discretion, grant an absence for Personal Business Leave to a unit member.
- B. Absences for Personal Business Leave shall be without pay unless the unit member elects to have such days of absence deducted from his/her accumulated sick leave. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, shall not continue through the District while the unit member is on unpaid Personal Business Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member.
- C. In the event the unit member elects to have the absence deducted from sick leave, he/she may do so up to a maximum of two (2) accumulated sick leave days per college year for reasons of personal business.

Section 2. PROFESSIONAL IMPROVEMENT LEAVE:

- A. Any unit member, after four (4) years of successful service to the District, may, upon request and approval, be granted a leave of absence for up to one (1) year. Upon application, one (1) additional year of Professional Improvement Leave may be granted, subject to determination of benefit to the District and Board approval.
- B. The unit member, upon returning from leave, shall be placed on the step of the salary schedule that he/she would have attained had he/she been continuously employed by the District during such absence.
- C. There shall be no loss of seniority, tenure, break in service, or other rights available under law because of such leave of absence.
- D. Requests for Professional Improvement Leave shall be submitted no later than the beginning of the semester preceding the semester of requested leave.
- E. A Professional Improvement Leave of less than one (1) year may be granted, but not less than one (1) full semester.
- F. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, shall not continue through the District while the unit member is on Professional Improvement Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for

life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member, with the carrier's approval.

Section 3. PUBLIC OFFICE LEAVE:

- A. Any unit member elected to public office shall be granted a leave of absence without pay for the duration of his/her elected term of office, if requested by the unit member.
- B. The unit member must resume his/her full duties within six (6) months after his/her term of office expires.
- C. Compensation for part-time service by a unit member on Public Office Leave shall be on a pro rata basis of the unit member's full-time salary.
- D. The period of time away on Public Office Leave shall be counted as years of experience toward total years of service.
- E. Unless otherwise agreed to, a unit member, upon completion of his/her term of office, shall be reinstated to a comparable position to the one he/she held prior to his/her election.
- F. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, shall not continue through the District while the unit member is on Public Office Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member, with the carrier's approval.

Section 4. HEALTH LEAVE:

- A. Any unit member may, with approval of the College/Campus President and at the discretion of the Board, be granted a leave of absence for health reasons for a period of time not to exceed one (1) year. Such leave shall be without pay and retirement benefits.
- B. Certification of the need, or proof of illness, for such leave, acceptable to the District, must be provided by the unit member's health care provider.
- C. Any such leave shall not be counted as experience on the salary schedule, nor shall it be counted in determining other benefits such as sick leave or sabbatical leave eligibility.
- D. Any such leave granted, however, shall not count as a break in continuity of service to the District.

- E. The District agrees to pay the District insurance contribution when a unit member is on a health leave.

Section 5. PERSONAL AND PARENTAL LEAVE:

- A. Any unit member may, with approval of the College/Campus President, be granted a leave, in addition to the leave provided in Article XVII, Section 1 (A)(11) above, for a specific reason deemed appropriate including leave to care for a child, at the convenience of the District.
- B. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, shall not continue through the District while the unit member is on Personal and Parental Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member, with the carrier's approval.
- C. Any such leave requires Board approval prior to taking such leave.
- D. There shall be no loss of seniority, tenure, or other rights available under law because of such leave.

**ARTICLE XVIII-C
OTHER LEAVE**

Section 1. MILITARY LEAVE:

Unit members shall be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code.

ARTICLE XIX INSURANCE PROGRAMS

Section 1. MEDICAL INSURANCE:

- A. The District shall provide District-sponsored group medical insurance plan coverage for eligible unit members and their eligible dependents, conditioned upon the provisions of this Article. The District's contribution to the premium is set forth in Section (1)(B) of this Article.
- B. District-sponsored group medical plan insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.

The District contribution shall be one thousand, twenty-nine dollars (\$1,029.00) per month per eligible unit member. The unit member shall pay the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected medical plan.

- C. Any District-sponsored group medical insurance plan(s) offered to unit members shall first be mutually agreed to by the District and the Federation.
 - 1. Unit members and their eligible dependents shall become eligible for medical insurance benefits on the first of the month following date of hire, upon prior completion of enrollment requirements.
 - 2. Eligible unit members are required to enroll in a District-sponsored group medical insurance plan according to EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the lowest cost plan option for the District. The unit member will be responsible for any portion of the premium in excess of the District's contribution for the medical plan.

Section 2. DENTAL INSURANCE:

- A. The District shall provide a District-sponsored group dental insurance coverage for eligible unit members and their eligible dependents.
- B. The District will contribute a premium amount equivalent to the premium cost of the dental PPO network plan.
- C. District-sponsored group dental insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to

pay required premium shall result in termination of coverage.

- D. Unit members and their eligible dependents shall become eligible for District-sponsored group dental insurance benefits on the first of the month following date of hire, upon prior completion of enrollment requirements.
- E. Eligible unit members are required to enroll in District-sponsored group dental insurance coverage according to EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the dental plan option.

Section 3. VISION INSURANCE:

- A. The District shall provide District-sponsored group vision insurance coverage for eligible unit members and their eligible dependents.
- B. The District will contribute a premium amount equivalent to the premium cost of the vision plan.
- C. District-sponsored group vision insurance coverage shall remain in effect during approved unpaid leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- D. Unit members and their eligible dependents shall become eligible for District-sponsored group vision insurance coverage on the first of the month following date of hire, upon prior completion of enrollment requirements.
- E. Eligible unit members are required to enroll in District-sponsored group vision insurance coverage according to EdCare Joint Powers Agreement and insurance carrier requirements. If an eligible unit member fails to submit enrollment forms to the District Benefits Office within thirty-one (31) calendar days from the date of hire, which includes the date of hire, the District will automatically enroll the unit member into the vision plan option.

Section 4. LONG TERM DISABILITY INSURANCE (LTD):

- A. The District shall provide long-term disability insurance coverage options for eligible unit members.
- B. Eligible unit members have the following long-term disability insurance coverage options depending on their date of hire:
 - 1. **Option 1 (Unit members hired on or before August 31, 2013):**
For eligible unit members hired into full-time benefited positions on or before August 31, 2013, the District shall provide, at the District's expense, long-term disability insurance coverage. If the unit member separates employment from the

full-time benefited position, the LTD benefit under this section will be lost. If the unit member is rehired into a full-time benefited position at a later date, he/she will be eligible to purchase a voluntary long-term disability plan as noted in Option 2. Additional supplemental voluntary long-term disability insurance coverage shall be available to purchase at the unit member's expense during open enrollment, per the requirements of the carrier.

2. **Option 2 (Unit members hired on or after September 1, 2013):**

For eligible unit members hired into full-time benefited positions on or after September 1, 2013, the District shall provide, at the unit member's expense, voluntary, long-term disability insurance coverage.

- C. Long-term disability insurance coverage shall remain in effect during approved unpaid leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- D. Unit members may refer to the plan document for their applicable policy to determine coverage as provided by the carrier.
- E. Should an eligible unit member be deemed disabled and approved for LTD benefits by the insurance carrier, the unit member may receive up to sixty percent (60%) of his/her current monthly salary with a maximum payout of five thousand dollars (\$5,000.00) per month.

Section 5. LIFE INSURANCE:

- A. The District shall provide a District-sponsored group term life insurance coverage for eligible unit members and their eligible dependents. The amount shall be fifty thousand dollars (\$50,000.00) level term for the unit member plus five thousand dollars (\$5,000.00) for dependent coverage. The dependent must be enrolled on the unit member's medical insurance plan.
- B. District-sponsored group term life insurance coverage shall remain in effect during approved unpaid leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided. Failure to pay required premium shall result in termination of coverage.
- C. Unit members and their eligible dependents shall become eligible for District-sponsored group term life insurance benefits on the first of the month following date of hire, upon prior completion of enrollment requirements.

Section 6. INSURANCE PREMIUMS:

The District shall pay one hundred percent (100%) of the premium for coverage listed in Section 2 (Dental Insurance), 3 (Vision Insurance), 4, B1. (LTD for unit members hired before August 31, 2013), and 5 (Life Insurance).

Section 7. RETIREE MEDICAL INSURANCE:

- A. The retiree medical insurance provisions shall be effective for eligible unit members who retire during the term of the Agreement.
- B. The retiree medical insurance program covers the medical insurance plan only. The dental and vision plans may be continued at the unit member's expense with the insurance carrier(s) under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The life insurance plan may be continued at the unit member's expense directly with the insurance carrier(s). The long-term disability plan ends upon retirement and is not portable. Should the unit member have voluntary insurance deductions, he/she may be eligible to continue the insurance plans on an individual basis directly with the insurance carrier.
- C. Unit members who retire from the District and later return to work at the District in a capacity that makes him/her eligible for medical insurance will no longer continue to receive retiree medical insurance benefits.
- D. Upon retirement from the District, eligible unit members shall have the option to either opt out or make an election of one (1) of the following retiree medical insurance plan options:
 - 1. **Unit Members hired on or before June 30, 2013:**
 - a. Option 1.1 A
 - b. Option 1.1 B
 - c. Option 1.1.C
 - d. Option 2
 - 2. **Unit members hired on or after July 1, 2013:**
 - a. Option 1.2 A
 - b. Option 1.2 B
 - c. Option 1.2 C
 - d. Option 2

OPTION 1.1 (Unit members hired on or before June 30, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District-offered retiree medical insurance program, the District shall contribute two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
 - 1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 - 2. The unit member has attained his/her fifty-fifth (55th) birthday;
 - 3. The unit member shall have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement.

4. The retiree is receiving his/her regular retirement allowance from STRS or PERS;
 5. This benefit terminates at the beginning of the month in which the retiree reaches age of Medicare eligibility.
 6. Upon death of retiree, the eligible surviving spouse/registered domestic partner shall not be eligible for the benefit contribution until he/she reaches age sixty (60). The surviving spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree's medical insurance plan at the time of retirement. If the spouse/registered domestic partner is not enrolled in the medical insurance plan at the time of retirement, the spouse/registered domestic partner is not eligible to receive the benefit contribution.
 7. The eligible surviving spouse's/registered domestic partner's benefit terminates on the date the eligible surviving spouse/registered domestic partner reaches age of Medicare eligibility.
- B. For bargaining unit members who retire and have served the District in a full-time, benefited position for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute two thousand, seven hundred seventy-one dollars and thirty-four cents (\$2,771.34) per year toward the District-offered medical insurance program supplement to Medicare, or the actual cost of the District-offered retiree medical insurance program supplement to Medicare, whichever is less, for the life of the unit member and his/her eligible spouse/registered domestic partner, as conditioned below. The District contribution amount in effect on July 1, 2017 shall be increased annually by two percent (2%), effective October 1, 2017, and on the plan anniversary date each year thereafter. The unit member shall be eligible to receive said District contributions toward the District-offered retiree medical insurance program supplement plan, conditioned upon the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member shall have attained his/her age of Medicare eligibility;
 3. The retiree is receiving his/her regular retirement allowance from STRS or PERS;
 4. The District contribution toward the District-offered retiree medical plan will continue for life of retiree or eligible surviving spouse/registered domestic partner. The surviving spouse/registered domestic partner shall be the spouse/registered domestic partner enrolled on the retiree's medical insurance plan at the time of retirement. If the spouse/registered domestic partner is not enrolled in the medical insurance plan at the time of retirement, the spouse/registered domestic partner is not eligible to receive the benefit contribution;
 5. The District contribution toward the eligible surviving spouse's/registered domestic partner's supplement shall terminate should the spouse/registered domestic partner

re- marry.

- C. Bargaining unit members who retire and have served the District in a full-time benefited position for a minimum of fifteen (15) consecutive years immediately prior to retiring and who qualify for retiree medical insurance benefits may elect to opt out of the medical plan option to receive a direct contribution toward the District's retiree medical insurance plan as a supplement to Medicare as noted in Option 1.1B and may elect to receive a cash payment of two thousand, seven hundred seventy-one dollars and thirty-four cents (\$2,771.34) per year, payable on a quarterly basis.

The cash payment amount under Option 1.1C, if selected, is the same as the contribution amount in the year the unit member retired, regardless of when the unit member/retiree elects the cash payment.

The retiree shall be eligible to receive a cash payment payable on a quarterly basis, conditioned upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
2. The retiree shall have attained his/her age of Medicare eligibility;
3. The retiree is receiving his/her regular retirement allowance from STRS or PERS;
4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable collective bargaining agreement;
5. The cash payment will end on the death of the retiree and does not continue for the eligible surviving spouse/domestic partner.

- D. Bargaining unit members who elect to continue coverage under the District's medical plan, may change their election to a cash option during open enrollment. Unit members who elect to opt out of the medical plan option to receive a cash payment are not eligible for re-enrollment in the District's medical plan. If a retiree or eligible covered spouse/registered domestic partner drops the District's retiree medical insurance plan for any reason, he/she is not eligible for re-enrollment. Spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

OPTION 1.2 (Unit members hired on or after July 1, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District-offered retiree medical insurance program, the District will contribute two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;

2. The unit member has attained his/her fifty-fifth (55th) birthday;
 3. The unit member shall have served the District in a full-time benefited position for a minimum of ten (10) consecutive years immediately preceding retirement;
 4. The retiree is receiving his/her regular retirement allowance from STRS or PERS;
 5. This benefit terminates at the beginning of the month in which the retiree reaches age of Medicare eligibility;
 6. Upon death of retiree, the eligible surviving spouse/registered domestic partner shall not be eligible for any benefit contribution. The spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.
- B. For bargaining unit members who retire and have served the District in a full-time, benefited position for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute two thousand five hundred ten dollars and nine cents (\$2,510.09) per year toward the District-offered retiree medical insurance program supplement to Medicare, or the actual cost of the District-offered retiree medical insurance program supplement to Medicare, whichever is less, until age seventy (70), as conditioned below. The unit member shall be eligible to receive said District contributions toward the District-offered retiree medical insurance program supplemental plan, conditioned upon the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member shall have attained his/her age of Medicare eligibility;
 3. The retiree is receiving his/her regular retirement allowance from STRS or PERS;
 4. The District contribution terminates on the beginning of the month in which the retiree reaches seventy (70) years of age;
 5. Upon death of retiree, the eligible surviving spouse/registered domestic partner shall not be eligible for any benefit contribution. The spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.
- C. Bargaining unit members who retire and have served the District in a full-time, benefited position for a minimum of fifteen (15) consecutive years immediately prior to retiring and who qualify for retiree medical insurance benefits may elect to opt out of the retiree medical plan option to receive a direct contribution toward the District's retiree medical plan insurance program as a supplement to Medicare as noted in Option 1.2B, and may elect to receive a cash payment instead of two thousand, five hundred ten dollars and nine

cents (\$2,510.09) per year, payable on a quarterly basis.

The retiree shall be eligible to receive a cash payment payable on a quarterly basis, conditioned upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The retiree shall have attained his/her age of Medicare eligibility;
 3. The retiree is receiving his/her regular retirement allowance from STRS or PERS;
 4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable collective bargaining agreement;
 5. The cash payment will end at the beginning of the month in which the retiree turns seventy (70) years of age.
 6. Upon death of retiree, the eligible surviving spouse/registered domestic partner shall not be eligible for any benefit contribution.
- D. If a retiree or eligible, covered spouse/registered domestic partner drops the District-offered retiree medical insurance plan for any reason, he/she is not eligible for re-enrollment. The spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

OPTION 2 (All unit members regardless of hire date):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District-offered retiree medical insurance program, the District will contribute seventy percent (70%) of the District's contribution to the unit member's premium for the retiree medical insurance program, subject to the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member has attained his/her fifty-fifth (55th) birthday;
 3. The unit member shall have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement;
 4. The retiree is receiving his/her regular retirement allowance for STRS or PERS;
 5. This benefit terminates on the beginning of the month in which the unit member reaches age of Medicare eligibility;
 6. Upon death of retiree, the eligible surviving spouse/registered domestic partner shall

not be eligible for benefit contribution until he/she reaches age sixty (60). The surviving spouse/registered domestic partner shall not be eligible for benefit contributions for unit members hired on or after July 1, 2013.;

7. The eligible surviving spouse's/registered domestic partner's benefit terminates on the date the surviving spouse/registered domestic partner reaches age of Medicare eligibility. The surviving spouse/registered domestic partner shall not be eligible for benefit contributions for unit members hired on or after July 1, 2013.
- B. Unit members who elect OPTION 2, which provides an enhanced pre-Medicare eligibility age District contribution toward medical coverage, shall not be eligible for a District contribution toward the District's medical insurance program supplement to Medicare (Option 1.1B and Option 1.2B) or the cash payment (Option 1.1C and Option 1.2C).
- C. If a retiree or eligible covered spouse/registered domestic partner drops the District's retiree medical insurance plan for any reason, he/she is not eligible for re-enrollment.

Section 8. IRC SECTION 125 PLAN:

An Internal Revenue Code (IRC) section 125 Plan shall be implemented in accordance with Governmental rules and regulations for full-time faculty for premium conversion, medical reimbursement, and dependent care made available by the College District. The Federation agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from any claims, demands, damages, or other liability, including costs and attorney's fees arising out of this section or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify the Federation thereof and to cooperate as reasonably necessary for the defense or settlement of such action.

Section 9. Consolidated Omnibus Budget Reconciliation Act (COBRA):

Upon separation from the District, unit members may have the option to continue his/her District-sponsored medical, dental, and vision insurance plan at his/her own expense as afforded under COBRA legislation. All COBRA plans are administered directly through the District's third party administrator.

ARTICLE XX GRIEVANCE PROCEDURE

Section 1. PURPOSE:

To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 2. DEFINITIONS:

- A. Grievance: A formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

Actions to challenge or change the policies of the District as set forth in the policies, rules, and regulations, or administrative regulations and procedures not included within this contract must be addressed under District policy rather than this Grievance Procedure.

- B. A "grievant" may be any unit member covered by the terms of this Agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first (1st) administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

Section 3. TIME LIMITS:

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

Section 4. OTHER PROVISIONS:

- A. Unit Member Legal Rights: Nothing contained herein shall deny to any unit member his/her rights under state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure.
- C. Unit members may be represented by the appropriate college Federation Vice President for Grievance or his/her designee at any conference or at any level.

- D. Informal Discussion--Oral: Within thirty (30) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the Federation's "VP for Grievance", or designee, shall orally discuss with his/her immediate supervisor during non-teaching hours the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

Section 5. FORMAL LEVEL:

A. Level I:

1. Within five (5) work days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Academic Grievance" form as provided by the District (and shown as Exhibit "B" of this Agreement), signed by the grievant (or Federation Representative), and presented to his/her supervisor (or designee) at the Dean level or above.
2. The supervisor or designee shall communicate his/her decision to the unit member in writing within five (5) days after receiving the grievance.
3. Within the above time limits, either the grievant (or Federation Representative) or the immediate supervisor (or designee) may request a personal conference with the other party.

B. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the College/Campus President, or his/her designee, within five (5) days.
2. This statement shall include a copy of the original grievance and a written copy of the decision rendered by the unit member's supervisor or designee.
3. The College/Campus President, or his/her designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant (or Federation Representative) or the College/Campus President (or his/her designee) may request a personal conference within the above time limits.

C. Level III:

1. If the grievant is not satisfied with the decision at Level II, he/she may, within five (5) days, appeal the decision on the appropriate form to the Chancellor or his/her designee.
2. This statement shall include copies of the original grievance and appeal and written copies of the decisions rendered.

3. The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within fifteen (15) days.

D. Level IV--Arbitration:

1. Within fifteen (15) work days after receipt of the decision of the Chancellor, the Federation may, upon written notice to the Chief Human Resources Officer, submit the grievance to arbitration under and in accordance with the prevailing rules of California State Mediation and Conciliation Services. Only the Federation (exclusive representative) may demand arbitration
2. Powers of the Arbitrator: After due investigation, it shall be the function of the arbitrator, who is empowered except as his/her powers are herein limited, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement and to determine the arbitrability of any grievance where arbitrability is questioned by either party.
3. The arbitrator shall have no power to:
 - a. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
 - b. Establish, alter, or modify any salary structure;
 - c. Rule on any of the following:
 - i. Termination of services of, or failure to reemploy, any first- or second- contract unit member;
 - ii. Any matter involving any unit member's evaluation, except procedural matters;
 - d. All fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of non-employee witnesses called by the other.
4. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE XXI COMPENSATION

Section 1. SALARY:

For Salary Schedule refer to Exhibit A.

For 2018-19

- 3.00% if COLA \geq 2.50%
- 2.50% if 2.00% \leq COLA < 2.50%
- 2.00% if 1.50% \leq COLA < 2.00%
- 1.00% if 1.00% \leq COLA < 1.50%
- 0.75% if COLA < 1.00%

For 2019-20

- 3.00% if COLA \geq 2.50%
- 2.50% if 2.00% \leq COLA < 2.50%
- 2.00% if 1.50% \leq COLA < 2.00%
- 1.00% if 1.00% \leq COLA < 1.50%
- 0.75% if COLA < 1.00%

For 2020-21

- 3.00% if COLA \geq 2.50%
- 2.50% if 2.00% \leq COLA < 2.50%
- 2.00% if 1.50% \leq COLA < 2.00%
- 1.00% if 1.00% \leq COLA < 1.50%
- 0.75% if COLA < 1.00%

“COLA” means funded COLA.

Section 2. SALARY DISPUTE:

Any dispute pertaining to the salary provisions contained herein is subject to the Grievance Procedure of this Agreement. Members may dispute initial salary placement or class advancement within thirty (30) days of the effective date of the initial salary placement or class advancement. Only the Federation may bring a grievance concerning implementation of the contract and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the Federation concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the Federation disagrees with the calculations, it shall notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the Federation. The District may implement its proposed calculations, the proposed calculations from the Federation, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved by mutual agreement, the parties shall agree to reopen negotiations regarding salaries, at which time these salary formula provisions shall be of no force or effect.

Section 3. SALARY CLASSIFICATIONS:

For Salary Classifications refer to Exhibit C. Section 4.

COACHING AND OTHER FACULTY STIPENDS:

For Stipends refer to Exhibit B. Section 5.

MFA DEGREE:

SALARY SCHEDULE A shall include the statement: A Master of Fine Arts (MFA) degree shall be compensated with a stipend equal to doctoral degree if a committee composed of two (2) faculty and two (2) management employees, all with doctoral degrees, determine the MFA is the terminal degree in an area of study equivalent to a doctorate degree and the MFA is awarded from an institution accredited at the time the degree was granted.

Section 6. PART-TIME (ADJUNCT) TEACHING CREDIT FOR INITIAL PLACEMENT ON THE SALARY SCHEDULE:

Effective July 1, 2004, initial placement on the salary schedule shall include part-time (adjunct) teaching credit (to include librarians, counselors, coordinators, colleges nurses, vocation training center and tutorial instructors) at any post-secondary institutions which are accredited by the appropriate regional accreditation agency at the time the teaching experience occurs, and must be verified by official documentation.

For each accumulated amount of thirty (30) lecture hour equivalents (LHE), one (1) year of placement shall be credited on the initial placement of the salary schedule up to a maximum of four (4) years. In no event shall placement exceed Step 6 when part-time teaching experience is combined with full-time teaching experience. Example: A part-time faculty member who has taught 3.3 semesters at nine (9) LHE would be initially placed at Step 2.

Section 7. TRAVEL OFF CAMPUS/MILEAGE:

Travel compensation for teaching off-campus classes is based upon the principle that all unit members report to campus duty at their own expense. Additional travel required to perform a District assignment is at District expense. Computation of the amount of travel compensation will be based upon the number of additional miles an off-campus assignment causes to be traveled over the miles traveled to teach on campus. Mileage compensation shall be at the rate per mile as established by the Internal Revenue Service (IRS) as the standard business deduction. The mileage rate shall become effective upon notification by the Chancellor or his/her designee. This provision does not apply to classes taught on overload. Computation of the amount of travel compensation will be based upon the following formula: (Total round trip mileage) – (Round trip mileage from unit member's home to primary campus)

- i. Total round trip is defined as the total mileage from the unit member's home to the first campus, from first campus to the second campus and from second campus to

unit member's home.

- ii. Primary campus is defined as the campus where the majority of the contract load is scheduled or, in the case of nonmajority, the campus where the contract unit member was hired.

Section 8. DIRECT DEPOSIT:

By filing an appropriate written notice with the District Business Office, electronic transfer of payroll to unit members' personal bank or trust account is available upon request and the unit member can disenroll at any time.

Section 9. EXTENDED CONTRACT SALARY FORMULA:

The determination of salary for Salary Schedule "A" personnel on extended contracts shall utilize the following formula:

$$P + (D) (N) = T$$

P = Annual salary figure shown for Salary Schedule "A" placement.

D = Per diem rate of pay for Salary Schedule "A" placement.

N = Number of duty days assigned beyond the number of duty days in the academic year.

T = Total extended contract salary.

Section 10. SPECIAL PAY RATES:

- A. Training/Orientation – Faculty attending orientation or training on non-duty days will be paid twenty-five dollars (\$25.00) per hour.
- B. Special Projects – Faculty performing extra duties on non-duty days, excluding those who receive a stipend for their work (e.g. athletic coaches) or completing a special project (mutually agreed upon by the unit member and management) will be paid at the unit member's Schedule B2 lab rate per hour worked and submitted on the appropriate timesheet.
- C. In the course of facilitating the completion of program review reports, if the department contains a program that does not have a full-time faculty member, the chair shall work with the appropriate Dean to identify a unit member (either full-time or part-time) to develop the report on behalf of the program. The identified unit member shall, after completion of the report and submission to the Dean, be paid up to ten (10) hours at the unit member's Schedule B2 lab rate.

Section 11. FACULTY MENTOR TO AN INTERN:

The purpose of employing faculty interns shall be in alignment with Title 5 sections 53500-53502.

A. EFFECTIVE DATE

1. The guidelines established in this document shall apply to all new unit members who do not meet the minimum qualifications outline in the Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook, yet do meet the qualifications articulated in Title 5 sections 53500-53502.

B. QUALIFICATIONS FOR FACULTY MENTORS PARTICIPATING IN THE FACULTY INTERN PROGRAM

1. Faculty Mentors must meet all legal requirements to teach the course or render the service that the Faculty Intern will be providing.
2. Faculty Mentors must be full-time tenured or part-time formerly-tenured (retired) faculty members. Full-time faculty can serve as a Faculty Mentor for an intern at any District location. Upon approval by the Vice President of Instruction, if a tenured faculty in the discipline, or a formerly-tenure (retired) faculty member who is a current part-time faculty, is not available to serve as the Faculty Mentor, a non-tenured, full-time faculty member may serve as a Faculty Mentor.

C. ASSIGNMENT

1. Faculty Interns
 - a. As temporary (part-time) faculty, Faculty Interns shall be assigned normally no more than one (1) course/prep during the first semester and sixty-seven percent (67%) of a full-time faculty assignment in subsequent semesters. Exceptions may be made by the Vice President of Instruction.
 - b. A Faculty Intern shall be limited to two (2) years of participation in the program.
 - c. As temporary faculty, Faculty Interns will be compensated along the terms specified in the Agreement Between the State Center Community College District and The Part-Time Faculty Bargaining Unit State Center Federation of Teachers.
 - d. Faculty Interns may only intern under one (1) Faculty Mentor and at only one (1) college in the District in any one (1) semester. In rare instances, it is acceptable for a Faculty Intern to teach at two (2) locations in which case mileage will be compensated as per Article XVI, Section 4 of the part-time faculty agreement.
2. Faculty Mentors
 - a. No qualified faculty member will be required to serve as a Faculty Mentor.
 - b. The appropriate Dean, in consultation with the faculty member willing to serve as Faculty Mentor, must approve the mentor-intern assignment.
 - c. Faculty Mentors shall have no more than one (1) intern during a mentor-intern assignment.

- d. Faculty Mentors will be compensated as specified in Exhibit B.
- e. In the event an intern is assigned to a site different than the Faculty Mentor's site, the Faculty Mentor may choose to not accept the assignment. If the Faculty Mentor chooses to accept the assignment, he/she will be compensated for mileage as per Section 7 of this Article.

D. DUTIES AND RESPONSIBILITIES

1. Faculty Intern

- a. Develop a consultation schedule with the Faculty Mentor, with additional input from the appropriate division Dean.
- b. Participate in the "Part-Time Faculty Orientation" or other appropriate college orientation as directed by the Dean.
- c. Maintain contact with the Faculty Mentor as agreed upon in the consultation schedule (typically once per week, though meeting frequency may be agreed upon based on the appropriateness to the discipline and the Intern's teaching assignment).
- d. Teach courses as assigned.
- e. Attend meetings and events as required by the appropriate Dean.
- f. Observe Faculty Mentor/other faculty in teaching environment as established in consultation schedule.
- g. Complete materials as requested regarding the program and professional development activities.
- h. Complete initial and final status reports at the beginning and end of each semester of the internship. The status reporting forms may be found on the District Human Resources website.
- i. All Faculty Interns shall be evaluated under the terms stipulated in Article XII of the part-time faculty bargaining agreement.

2. Faculty Mentors

- a. Participate in the "Part-Time Faculty Orientation" or other appropriate college orientation as directed by the Dean.
- b. Provide recommendations for professional development opportunities for the Faculty Intern.
- c. Conduct no fewer than three (3) one (1) hour classroom visitation to observe Faculty Intern in the teaching environment and provide constructive feedback and positive learning suggestions.
- d. Maintain contact with the Faculty Intern as agreed upon in the consultation schedule (typically once per week, though meeting frequency may be agreed upon based on the appropriateness to the discipline and the faculty intern's teaching assignment).
- e. The topics to cover shall include, but not be limited to:
 - i. curriculum planning,
 - ii. teaching pedagogy, strategies and methodologies,
 - iii. assessment of student work, and
 - iv. review of course materials.

- f. Attend meetings and events as required by the appropriate Dean.
- g. Complete the Weekly Consultation Report and provide a summary report of observations of the Faculty Intern at the end of each semester.

E. APPLICATION AND SELECTION PROCESS

1. Faculty Interns

- a. For those disciplines in which a master's degree is required:
 - i. Individuals applying for faculty internship positions will:
 - complete an official SCCCD Application for Academic Employment,
 - provide transcripts verifying the units completed in his/her master's or doctoral program (at the University of California, the California State University, or any other accredited institution of higher education), and
 - include a statement specifying the courses that the applicant is planning to take to complete his/her degree.
- b. For those disciplines for which a master's degree is not expected or required:
 - i. Individuals applying for faculty internship positions will:
 - complete an official SCCCD Application for Academic Employment,
 - provide a detailed resume with job history and job references,
 - provide photocopies of any and all appropriate certificates or licenses which would be required to perform work in the area in which he/she would be teaching,
 - provide transcripts verifying either:
 - i. completion of an associate degree, or
 - ii. progress toward the completion of an associate degree, along with a statement specifying the courses which the applicant plans to take to complete his/her degree.
 - provide verification of experience

Acceptance into the Faculty Intern program is contingent upon verification of transcripts (receipt of official transcripts). The District shall be responsible for verifying the eligibility of Faculty Interns.

**ARTICLE XXII
RETIREMENT AND RETIREES**

Section 1. EARLY RETIREMENT:

Unit members may elect to retire before the mandatory retirement age pursuant to the provisions of the State Teacher's Retirement Law and upon such early retirement the unit member's service with the District shall be considered terminated due to his/her taking early retirement.

Section 2. RETIREMENT CONTRIBUTION:

Unit members are required to contribute to the California State Teacher's Retirement System as provided by State Teacher's Retirement Law. The District will contribute such sums to the State Teacher's Retirement System as is required by law.

Section 3. EARLY RETIREMENT PROGRAM:

A. Eligibility:

1. Applicants for this early retirement program must have a minimum of ten (10) consecutive years of service in the State Center Community College District in a position requiring certification. A year of service is defined as working seventy-five percent (75%) of the days required by the unit member's contract of employment, or on District-paid leaves.
2. Applicants shall be between fifty-five (55) and sixty-four (64) years of age.

B. Compensation:

Annual compensation for approved projects (see #4 below) shall range between five thousand dollars (\$5,000.00) and seven thousand, five hundred dollars (\$7,500.00) depending upon the number of days involved, conditioned upon the following contract terms:

1. In order to be eligible for this early retirement program, the unit member must retire from the District and may not be employed in any position requiring contribution to the STRS.
2. Unit members contracted under this proposal shall be designated as consultants to the District. As consultants, they will be considered independent contractors. The District will not make contribution to OASDI.
3. Early retirement consultants shall be guaranteed annual renewable contracts for part-time service based upon the project or projects meeting a specific need of the District and providing the consultant's work is performed in a satisfactory manner as determined by management. Projects will be subject to annual review by the

administration. Such contracts shall not be renewable after the fifth (5th) college year.

4. Under the terms of this plan, the early retirement consultant shall perform such services for the District as may be mutually agreed upon. Services to be provided by the retiree under contract will vary with the individual but shall be limited to the following:
 - a. Demonstration teaching;
 - b. Working on staff development and in-service programs;
 - c. Assisting in the testing program;
 - d. Compiling test data;
 - e. Orienting and providing aid to new teachers;
 - f. Updating courses of study;
 - g. Articulation with high schools and colleges;
 - h. Observation and evaluation of programs;
 - i. Work with business and industry;
 - j. Review and develop college, division, and department goals and objectives;
 - k. Conduct surveys of current and former students;
 - l. Activities in any area of curriculum, business, or student personnel.
5. The following formula shall be used to determine the number of days, to the nearest whole figure, to be performed by the consultant.

Maximum Class IV, Step 25 Figure

$$\frac{\text{(Not including doctorate)}}{\$7,500} = \frac{177 \text{ Days}}{\text{x contract days}}$$

The actual dates of service will be determined on a mutually agreed-upon basis.

6. The early retirement consultant may choose to discontinue this program at the end of any contract year.
7. Application for this program shall be directed to the College/Campus President's office by January 1 of each college year. Late applications will not be considered. From those who apply, selection shall be made on the basis of available funds, and District need.
8. The project or projects proposed to be performed by an applicant must be mutually agreed upon by the applicant and the College/Campus President.
9. At the end of the contract, the consultant continues eligibility for retiree insurance benefits.
10. For purposes of this section, the school year shall be from August 1 to June 30.

Section 4. REDUCTION TO PART-TIME EMPLOYMENT STATUS PRIOR TO RETIREMENT:

A. California State Teacher's Retirement System (CalSTRS) Members

Reduced load contracts for unit members participating in the California State Teachers' Retirement System (CalSTRS) may be issued only when a reduced load contract immediately precedes retirement from the District and the unit member is in paid work status, performing services during the semester(s) of any reduced load contract, pursuant to the following conditions:

1. The unit member shall have reached his/her fifty-fifth (55th) birthday prior to reduction in workload;
2. The unit member shall have served in a position in the District as a member of the bargaining unit for at least ten (10) years of which the immediately preceding five (5) years were full-time employment;
3. During the period immediately preceding a request for a reduction in workload, the unit member shall have been employed full-time in a position requiring membership in this system for a total of at least five (5) years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five (5) year full-time service requirement prescribed by this section.
4. The option of a reduced load contract shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.
5. All reduced load contracts issued under this section must constitute at least a fifty percent (50%) assignment with corresponding pro rata pay on Salary Schedule A. The minimum number of duty days shall be equal to one-half (1/2) the number of individual unit members' contract duty days.
6. Unit members in the reduced load contract program shall be entitled to the same insurance benefits as though they were employed full-time. Time in service for purposes of determining step advancement on the salary schedule and sabbatical leave eligibility shall be as though they were employed full-time, and sick leave shall be on a pro rata cumulative basis;
7. The period of the reduced load contract, shall not exceed five (5) years.
8. The member shall contribute to the State Teachers Retirement Fund the amount that would have been contributed had the member been employed full-time.

9. The District shall contribute to the State Teachers Retirement Fund an amount based upon the salary that would have been paid to the unit member had the unit member been employed full-time and at the rate specified by the District's Board of Trustees.
10. The unit member must retire at the conclusion of the reduced load contract period.

B. California Public Employee's Retirement System (CalPERS) Members

Reduced load contracts for unit members participating in the California Public Employee's Retirement System (CalPERS) may be issued only when a reduced load contract immediately precedes retirement from the District and the unit member is in paid work status, performing services during the semester(s) of any reduced load contract, pursuant to the following conditions:

1. The unit member shall have reached his/her fifty-fifth (55th) birthday prior to reduction in workload and must not be older than seventy (70) years of age;
2. The unit member shall have served in a position in the District as a member of the bargaining unit for at least ten (10) years of which the immediately preceding five (5) years were full-time employment;
3. During the period immediately preceding a request for a reduction in workload, the unit member shall have been employed full-time in a position requiring membership in this system for a total of at least five (5) years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five (5) year full-time service requirement prescribed by this section.
4. The option of a reduced load contract shall be exercised at the request of the member and can be revoked only with the mutual consent of the District and the unit member.
5. All reduced load contracts issued under this section must constitute at least a fifty percent (50%) assignment with corresponding pro rata pay on Salary Schedule A. The minimum number of duty days shall be equal to one-half (1/2) the number of individual unit members' contract duty days.
6. Unit members in the reduced load contract program shall be entitled to the same insurance benefits as though they were employed full-time. Time in service for purposes of determining step advancement on the salary schedule and sabbatical leave eligibility shall be as though they were employed full-time, and sick leave shall be on a pro rata cumulative basis;
7. The period of the reduced load contract, shall not exceed five (5) years.
8. The member shall contribute to the Public Employees Retirement System the amount that would have been contributed had the unit member been employed full-

time.

9. The District shall contribute to the Public Employees Retirement System an amount based upon the salary that would have been paid to the unit member had the unit member been employed full-time and at the rate specified by the District's Board of Trustees.
10. The unit member must retire at the conclusion of the reduced load contract period.

C. Office Hour Obligation

The office hour obligation for instructional faculty, whose teaching assignment has been reduced due to a reduced load contract, shall be reduced by the same proportion as the amount of reduction in load. The proration for this special assignment will be based on assigned instructional LHE instead of assigned contact hours as stated below.

For the purpose of simplifying the computation of the office hour obligation of an instructor with reduction in load, the twenty (20) hour assignment shall be treated as fifteen (15) LHE and five (5) office hours.

Example: An instructor with a fifty percent (50%) reduced load, and therefore a minimum of seven and one-half (7.5) LHE instructional assignments has a two and one-half (2.5) hour office hour requirement computed as $(7.5/15) \times 5 = 0.5 \times 5 = 2.5$ office hours.

ARTICLE XXIII INTELLECTUAL PROPERTY RIGHTS

Section 1. PURPOSE:

The District and the Federation have a mutual interest in establishing an environment that fosters and encourages the creativity of individual unit members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by unit members.

Section 2. DEFINITIONS:

- A. “Works” means any material that is eligible for copyright protection under the laws of the United States including, but not limited to books, articles, dramatic and musical compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g. scientific, logical, opinion, or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreographic works and pictorial or graphic works fixed in any tangible medium or expression.
- B. “Copyright Rights” shall include all rights recognized under Section 106 of the Copyright Act of 1976, as amended.
- C. “Work for Hire” shall have the same meaning as provided under Section 101 of the Copyright Act of 1976 as amended:
1. A District-supported work prepared within the scope of employment.

“District-Supported Work” shall mean a work produced that is the result of the unit member’s having received appreciable amounts of additional District support beyond that normally provided by the District in the performance of the member’s assignment. District-supported work does not include works made in the course of the unit member’s independent efforts.
 2. A work specifically ordered or commissioned if the parties expressly agree in a written instrument signed by them that the work shall be considered a work for hire.
- D. “Independent Efforts” shall mean that the ideas for the work came from the unit member; the work was not made with appreciable amounts of additional district support beyond that normally provided by the District in the performance of the unit member’s assignment; and the District is not responsible for the opinions expressed in the work by the author.
- E. “License” means permission to use a work. An exclusive license gives the copyright owner sole permission to claim the work. A “non-exclusive license” is one that gives permission to use a work while that same work may also be used by the party who gave the permission

and by others to whom permission is also given.

Section 3. COPYRIGHT:

A. Rights

1. Copyright rights of the unit members

The copyrights to works created by a unit member as independent efforts (as defined in Section (2)(D)) shall be owned by him/her, even if those works are created in connection with courses taught or other duties performed as unit members while they are employed by the District and in connection with their employment.

2. Copyright rights of the District

The District will own the copyright to any work created as a “work for hire” (Section (2)(C)) in accordance with the contractual definition. Any subsequent work created by the unit member as an independent effort that is related to the work for hire shall be the property of the unit member.

The unit member who created the “work for hire” (Section (2)(C)) shall have an option to acquire the work’s copyright by paying the District an amount of money agreed upon by the District and the unit member.

B. Non-exclusive license

Unit members in the performance of their normally assigned duties shall have a non-exclusive license to use works they created whose copyrights are owned by the District in the following ways: (1) to reproduce such works; (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by web casting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Unit members may do these things themselves, but may not authorize them to be done by others unless they first obtain the written consent of the District.

C. Exclusive License

Unit members shall have exclusive license to works owned by them but may through their written permission, provide a non-exclusive license to the District or to other unit members to use the work in a manner prescribed in the written permission by the unit members who own the works.

If the work is considered a “Work for Hire,” the copyright shall be owned by the District and may be assigned or licensed by the District without the consent or permission of the unit member.

D. The District and the unit member may enter into any other arrangement regarding the

exercise of copyright in such works as may be agreeable to both parties, including licensing, releasing, or assigning back to the unit member the fully copyrights in said works. Such agreements shall be in writing. (See Exhibit E for sample “Agreement to Purchase District Copyright.”)

Section 4. RIGHTS OF DEPARTING UNIT MEMBERS:

If a departing instructor owns the copyright of a program that the District desires to continue, the District shall pay the departing instructor the market-value price for obtaining the non-exclusive right of usage for the program or an otherwise mutually agreed upon price.

Section 5. RECORDING OF COURSE SESSIONS:

By mutual agreement of the instructor and College/Campus President or designee, District education course sessions may be videotaped.

Section 6. RESPONSIBILITIES:

A. Registration of copyright

It shall be the responsibility of the party who owns the copyright to register that copyright with the United States Copyright Office.

B. Acquiring and paying for necessary rights from third parties

If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party who owns the copyright to that work. Unit members acknowledge that, in some cases, when the cost of acquiring those rights from third parties is paid by the District, this payment may constitute a “District-Supported Work,” thereby fixing the ownership of the copyright with the District.

C. Dispute resolution

Disputes between unit members and the District concerning this Article shall be resolved pursuant to the grievance procedures in Article XX of this Agreement.

**ARTICLE XXIV
FACULTY SERVICE AREAS AND MINIMUM
QUALIFICATIONS**

Section 1. FACULTY SERVICE AREAS:

- A. Faculty service areas and competency standards are applied only in cases of lay-offs within the District.
- B. Faculty service areas will be the same as the disciplines as established by the State Academic Senate for the California Community Colleges.

Section 2. MINIMUM QUALIFICATIONS:

- A. Competency standards will be the same as the minimum qualifications for hiring as established in AB 1725 (Vasconcellos, 1988): Master's degree in a discipline or Bachelor's degree in a discipline and a Master's degree in a related discipline, or "equivalent" degrees/experience. Currently held credentials and/or other minimum qualifications as established in AB 1725 (Vasconcellos, 1988) shall be applicable for additional FSA(s) after initial hire only if the unit member has teaching experience in the FSA(s) (within five (5) years of the lay-off notice date).
- B. The criterion for layoffs is by seniority: last in, first out. A unit member may request placement in as many different FSA's as are met by the standards in Article XX Section 2.A above. In the event of a lay-off(s), a unit member who receives a notice could then displace a less-senior unit member in any of those areas.

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2018, between the State Center Community College District and the State Center Federation of Teachers Local 1533, CFT/AFT, AFL-CIO, its successors and/or affiliates upon ratification as set forth in Article I of the Agreement and shall remain in full force and effect until the close of the workday of June 30, 2021.

This final settlement agreement concludes bargaining on all issues currently the subject of negotiations between the parties.

Signed and entered into this _____ day of _____, 2018.

FOR THE DISTRICT

FOR THE EXCLUSIVE REPRESENTATIVE

SCCCD HUMAN RESOURCES
FULL-TIME FACULTY SALARY SCHEDULE: A -- (YEARLY AMOUNTS)
(Lecture/Lab/Non-Instructional)
Effective July 1, 2018

Range	Class I	Class II	Class III	Class IV	Class V
1	\$ 55,650	\$ 59,477	\$ 62,801	\$ 66,129	\$ 69,447
2	\$ 58,518	\$ 62,353	\$ 65,675	\$ 68,997	\$ 72,322
3	\$ 61,392	\$ 65,219	\$ 68,544	\$ 71,869	\$ 75,193
4	\$ 64,263	\$ 68,097	\$ 71,422	\$ 74,741	\$ 78,063
5	\$ 67,135	\$ 70,967	\$ 74,292	\$ 77,613	\$ 80,935
6	\$ 70,013	\$ 73,843	\$ 77,166	\$ 80,492	\$ 83,782
7	\$ 72,882	\$ 76,712	\$ 80,032	\$ 83,359	\$ 86,684
8	\$ 75,765	\$ 79,586	\$ 82,910	\$ 86,234	\$ 89,556
9	\$ 78,630	\$ 82,460	\$ 85,781	\$ 89,104	\$ 92,433
10	\$ 81,497	\$ 85,325	\$ 88,656	\$ 91,983	\$ 95,302
11	\$ 84,376	\$ 88,203	\$ 91,525	\$ 94,852	\$ 98,170
12	\$ 84,376	\$ 91,071	\$ 94,400	\$ 97,723	\$ 101,051
13	\$ 84,376	\$ 91,071	\$ 97,273	\$ 100,595	\$ 103,917
14	\$ 84,376	\$ 91,071	\$ 97,273	\$ 100,595	\$ 103,917
15	\$ 84,376	\$ 91,071	\$ 97,273	\$ 100,595	\$ 103,917
16	\$ 84,376	\$ 91,071	\$ 97,273	\$ 100,595	\$ 103,917
17	\$ 87,247	\$ 93,946	\$ 100,145	\$ 103,468	\$ 106,793
18	\$ 87,247	\$ 93,946	\$ 100,145	\$ 103,468	\$ 106,793
19	\$ 87,247	\$ 93,946	\$ 100,145	\$ 103,468	\$ 106,793
20	\$ 87,247	\$ 93,946	\$ 100,145	\$ 103,468	\$ 106,793
21	\$ 90,121	\$ 96,824	\$ 103,016	\$ 106,334	\$ 109,663
22	\$ 90,121	\$ 96,824	\$ 103,016	\$ 106,334	\$ 109,663
23	\$ 90,121	\$ 96,824	\$ 103,016	\$ 106,334	\$ 109,663
24	\$ 90,121	\$ 96,824	\$ 103,016	\$ 106,334	\$ 109,663
25	\$ 92,991	\$ 99,691	\$ 105,892	\$ 109,216	\$ 112,537
26	\$ 92,991	\$ 99,691	\$ 105,892	\$ 109,216	\$ 112,537
27	\$ 92,991	\$ 99,691	\$ 105,892	\$ 109,216	\$ 112,537
28	\$ 92,991	\$ 99,691	\$ 105,892	\$ 109,216	\$ 112,537
29	\$ 92,991	\$ 99,691	\$ 105,892	\$ 109,216	\$ 112,537
30	\$ 95,863	\$ 102,560	\$ 108,760	\$ 112,085	\$ 115,404

SCCCD HUMAN RESOURCES
Full-time Faculty Salary Schedule: B - (Hourly Amounts)
Effective Date: July 1, 2018

Full-time Faculty Salary Schedule B1 – Overload and Intersession Lecture

	Class I	Class II	Class III	Class IV	Class V
Step 1C	\$ 45.05	\$ 50.29	\$ 52.71	\$ 55.24	\$ 58.30
Step 2C	\$ 45.48	\$ 50.81	\$ 53.45	\$ 56.07	\$ 58.86
Step 3C	\$ 45.92	\$ 51.28	\$ 53.96	\$ 56.59	\$ 59.43
Step 4C	\$ 46.39	\$ 51.80	\$ 54.50	\$ 57.17	\$ 60.03
Step 5C	\$ 46.87	\$ 52.31	\$ 55.04	\$ 57.74	\$ 60.63
Step 6C	\$ 47.34	\$ 52.84	\$ 55.59	\$ 58.32	\$ 61.23
Step 7C	\$ 47.80	\$ 53.36	\$ 56.15	\$ 58.91	\$ 61.84

Full-time Faculty Salary Schedule B2 – Overload and Intersession Lab

	Class I	Class II	Class III	Class IV	Class V
Step 1B	\$ 38.30	\$ 42.76	\$ 45.05	\$ 47.22	\$ 49.62
Step 2B	\$ 38.64	\$ 43.16	\$ 45.48	\$ 47.70	\$ 50.08
Step 3B	\$ 39.02	\$ 43.55	\$ 45.92	\$ 48.12	\$ 50.54
Step 4B	\$ 39.42	\$ 44.00	\$ 46.39	\$ 48.62	\$ 51.04
Step 5B	\$ 39.81	\$ 44.44	\$ 46.87	\$ 49.10	\$ 51.55
Step 6B	\$ 40.21	\$ 44.89	\$ 47.34	\$ 49.59	\$ 52.07
Step 7B	\$ 40.61	\$ 45.34	\$ 47.80	\$ 50.09	\$ 52.59

**Full-time Faculty Salary Schedule B3 – Overload and Intersession
Noninstructional**

	Class I	Class II	Class III	Class IV	Class V
Step 1N	\$ 38.30	\$ 42.76	\$ 45.05	\$ 47.22	\$ 49.62
Step 2N	\$ 38.64	\$ 43.16	\$ 45.48	\$ 47.70	\$ 50.08
Step 3N	\$ 39.02	\$ 43.55	\$ 45.92	\$ 48.12	\$ 50.54
Step 4N	\$ 39.42	\$ 44.00	\$ 46.39	\$ 48.62	\$ 51.04
Step 5N	\$ 39.81	\$ 44.44	\$ 46.87	\$ 49.10	\$ 51.55
Step 6N	\$ 40.21	\$ 44.89	\$ 47.34	\$ 49.59	\$ 52.07
Step 7N	\$ 40.61	\$ 45.34	\$ 47.80	\$ 50.09	\$ 52.59

STATE CENTER COMMUNITY COLLEGE DISTRICT
2018-2021 Stipends

Coaches

Effective July 1, 2018, Coaches will receive a coaching stipend for fulfilling the duties and responsibilities as outlined in Article XIII.

Full-time faculty head coaches will receive a stipend of ten percent (10%) of annual salary. No additional duty days will be paid.

Full-time faculty with an assistant coaching assignment will receive a stipend of three thousand, two-hundred dollars (\$3,200.00). Stipends may not be split among coaches. The number of assistant coaches for each sport will be set by management.

Coaches hired prior to July 1, 2018 who will be negatively impacted by the change in compensation based on a reduction of contractual duty days, will be compensated as follows:

1. The coach's compensation for 2017-2018 attributable to coaching will be calculated (coaching stipend + (daily rate x extra duty days)).
2. The 2018-2019, 2019-2020, and 2020-2021 coaching stipend is calculated based on the new stipend rate.

The total coaching stipend for 2018-2019, 2019-2020, and 2020-2021 is subtracted from the coaching compensation for 2017-2018. Any difference will be paid as an additional stipend for 2018-2019, 2019-2020, or 2020-2021 only.

Other Faculty Stipends (Effective for the 2018-19 academic year)

Department Chair	\$1,894 per year
Earned Doctorate or Master of Fine Arts Degree	\$2,082 per year
Graduate Student Intern Mentor	\$3,723 per academic year
Music Instructors with full responsibility for student performing and competitive groups requiring travel and competition vs. other institutions.	\$1,894 per year (Note: Stipend will only be authorized for assigned, not voluntary, assumption of responsibilities.)

SALARY CLASSIFICATIONS

A. CLASS I

1. Community College Instructor (or Health Services) Partial Fulfillment Credential
OR
2. *Community College Instructor (or Health Services) Partial Fulfillment Credential
OR
3. Community College Limited Service, or Special Limited Service, or Provisional
Credential, OR
4. Certificate of Qualification for Teaching Classes for Adults (applies to noncredit
only), OR
5. *Associate degree plus six (6) years appropriate occupational experience.

B. CLASS II

1. Master's degree, OR
2. Bachelor's degree plus forty-five (45) units subsequent to date of bachelor's degree
and Community College Instructor fulfilled credential, OR
 - a. *Community College Instructor fulfilled credential, OR
 - b. *Community College Instructor Partial Fulfillment Credential, OR
 - c. Bachelor's degree plus two (2) years appropriate occupational experience.

C. CLASS III

1. Master's degree plus thirty (30) units subsequent to date of master's degree, OR
2. Master's degree and sixty (60) units subsequent to date of bachelor's degree, OR
3. *Community College Instructor credential, OR
4. * Master's degree and two (2) years appropriate occupational experience.
5. * Bachelor's degree and four (4) years appropriate occupational experience.

D. CLASS IV

1. Master's degree and forty-five (45) units subsequent to date of master's degree, OR
2. Master's degree and seventy-five (75) units subsequent to date of bachelor's degree,

OR

3. * Community College Instructor Credential plus a master's degree and two (2) years appropriate occupational experience.
4. * Master's degree and four (4) years appropriate occupational experience.

E. CLASS V

1. Earned doctorate's degree, OR
2. Master's degree and sixty (60) units subsequent to date of master's degree, OR
3. Master's degree and ninety (90) units subsequent to date of bachelor's degree, OR
4. * Community College Instructor credential with a master's degree, including sixty (60) units earned subsequent to the date of the bachelor's degree, and two (2) years occupational experience.
5. * Master's degree, including sixty (60) units subsequent to date of bachelors and four (4) years of occupational experience.

*Applies only to vocational education assignments.

ACADEMIC GRIEVANCE FORM
(For use by full-time academic bargaining unit members)

Employee name	College	Department
Date of alleged violation	Date of informal discussion	Date of oral response
Date of filing of this statement	Specific articles and sections alleged to have been violated	
Explanation of alleged violation, including all pertinent supportive facts.		
Statement of relief, remedy, action believed necessary to resolve this grievance.		
Signature: _____		
Level I: Step 1 – Supervisor response to grievance	Date of Receipt: _____	
	Date of Response: _____	
Signature: _____	Grievance	<input type="checkbox"/>
	Resolved:	<input type="checkbox"/>
Level I: Step 2 – Employee/SCFT Representative response to Step 1 decision and if not acceptable, reasons for appeal to Level II	Date of Receipt: _____	
	Date of Response: _____	
Signature: _____	Decision	<input type="checkbox"/>
	Acceptable: Appeal	<input type="checkbox"/>

*Call office of the Vice Chancellor, Human Resources to obtain a Grievance Number

<p>Level II: Step 1 – College/Campus President/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level II: Step 2 – Employee/SCFT Representative response to Step 1 decision and, if not acceptable, reasons for appeal to Level III</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level III: Step 1 – Chancellor/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level III: Step 2 – Employee/SCFT Representative response to step 1 decision and, if not acceptable, reasons for appeal to Level IV</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level IV: Final and Binding Decision of the Arbitrator</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>

- Notes: 1. Attach all responses to this form at all levels.
3. Observe timeframe requirements of pertinent policy

Revised: 10/80; 9/04; 1/07; 9/10; 7/13



STATE CENTER COMMUNITY COLLEGE DISTRICT
CERTIFICATED MONTHLY REPORT

DUE in Payroll Dept.
By the 20th of each month

NAME OF
EMPLOYEE

_____ Last First Initial _____ Month _____ Year

Date	Explanation	Lecture Hours	Lab Hours	Other Hours
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
TOTAL HOURS				

District Office/Campus _____

Signatures:

GL # _____

Employee

Pay Rate _____

Supervisor

ID Number _____

Dean/Vice President

In order to process this timesheet,
ALL of the above information must be completed!

