



AGREEMENT BETWEEN THE
STATE CENTER COMMUNITY COLLEGE DISTRICT
AND THE
PART-TIME FACULTY BARGAINING UNIT
STATE CENTER FEDERATION OF TEACHERS



JULY 1, 2022 – JUNE 30, 2025

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ARTICLE 1
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 part-time faculty members (hereinafter also referred to as part-time academic employees, unit members) is effective July 1, 2022 or on the date the Agreement is ratified and approved by both parties, whichever is later, and will remain in full force and effect through June 30, 2025.

ARTICLE 2 RECOGNITION

The District recognizes the Federation as the sole and exclusive representative pursuant to Public Employment Relations Board (PERB) Case No. S-R-931 of those members of the part-time faculty bargaining unit which includes those faculty who work sixty-seven percent (67%) or less of a full-time load during the school year as part-time academic faculty, including part-time faculty on special assignment, who occupy positions which, if held full-time, would be included in the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case No. S-R-555, as amended effective May 26, 1981. The unit excludes management, supervisory and confidential employees, and all classes, groups, and individuals not expressly included, such as Training Institute instructors.

The District and Federation agree that the composition of the bargaining unit will not change during the term of this Agreement, either through inclusions or exclusions, without the mutual agreement of both parties.

ARTICLE 3
EFFECT OF AGREEMENT

This Agreement will supersede any rules, regulations, or practices of the District which will be contrary to or inconsistent with its terms to the extent permitted by state law, and that District practices, procedures, and policies will be amended within a reasonable time in accordance with the terms and conditions of this Agreement.

ARTICLE 4
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 is within the 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, nor 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 5
WAIVER OF BARGAINING**

Section 1. WAIVER:

- A. This Agreement will 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, the Federation and the District agree that for the life of this Agreement neither party will be obligated to negotiate collectively with respect to any subject of matter set forth in this Agreement, 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.

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 in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

Section 2. BEGINNING NEGOTIATIONS

The District and Federation agree that except as expressly set forth herein, this contract will 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, 2025. Initial proposals for a successor contract will not be presented earlier than July 1, 2024.

Section 3. REOPENER NEGOTIATIONS

Only during the term of this Agreement, but no sooner than the date that Grievance AC-22-01 is completely final and all appeals have been exhausted, upon written notice by the Federation to the District, the parties agree to meet and confer on Intellectual Property Rights. This provision sunsets on June 30, 2025.

ARTICLE 6
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 will be inoperative, but all other provisions will not be affected thereby and will continue in full force and effect.

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

ARTICLE 7
MAINTENANCE OF OPERATIONS

The Federation agrees that neither the Federation, nor any person officially acting on 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 will be no lockout of unit members.

**ARTICLE 8
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 9 FEDERATION RIGHTS

Section 1. PUBLIC INFORMATION:

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

Section 2. NEW EMPLOYEE ORIENTATION:

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

When the District or College holds a NEO meeting for part-time faculty, the District will provide the Federation access to its NEO meeting, and the Federation will receive not less than ten (10) days-notice in advance of any District or College NEO meetings.

During NEO, the Federation will be entitled to a five (5) 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 before or after the orientation meeting set by the District.

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

Section 3. EMPLOYEE LISTS:

The District will provide the Federation with the names, mailing addresses, telephone numbers and college/worksite location of unit members at intervals not to exceed twice per academic year upon the Federation's written request. Additionally, newly-hired unit members' names, mailing addresses, telephone numbers and college/worksite location will be furnished as hired during the academic year.

Section 4. FEDERATION OFFICIALS:

The Federation will furnish annually, and update as required, a list of all officials and representatives authorized to act on the Federation's behalf. The list will 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 will be allowed work location access to unit members only when unit members are not engaged in classroom or other assigned responsibilities.

Section 5. MAILBOX USAGE:

- A. 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).
- B. The Federation will be permitted reasonable use of the District's email system with the following conditions:
 - 1. Only the Federation President or designee, may send emails to unit members.
 - 2. Emails will only be sent and read during times that do not impact or disrupt District time.
 - 3. Only emails regarding the following may be sent:
 - a. Negotiation updates
 - b. Federation meetings / announcements / events
 - c. Periodic Federation newsletters
 - d. Surveys regarding District matters
 - 4. Emails regarding political activities may not be sent.
 - 5. Prior approval must be received from the Vice Chancellor, Human Resources, or designee, on emails not listed in subsection 3 above.
 - 6. If abuse is suspected, the District and the Federation will meet in efforts to resolve the matter. The District reserves the right to discontinue the Federation's use of the District's email system. If the District exercises this right, they must provide written notice to the Federation thirty (30) calendar days prior to the effective date.

Section 6. 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 7. EQUIPMENT USAGE:

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

Section 8. FACILITIES USAGE:

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

Section 9. POSTAGE MACHINE:

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

Section 10. TELEPHONE USAGE:

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

Section 11. DUES DEDUCTIONS & ORGANIZATIONAL SECURITY:

- A. The Federation is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. Employees will submit requests to start or stop dues deductions directly to the Federation and not to the District. The Federation is responsible for maintaining the dues deduction forms from individual employees. Questions regarding Federation membership, dues amounts, and payroll deductions must be directed to the Federation and not the District.
- B. The District will deduct in uniform amounts from the pay of each unit Federation 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 federation member.
- C. The Federation will provide the District by the first day of each month, a list of Federation members who have provided written authorization for payroll dues deductions to the Federation ("Dues Deduction List"). The Federation will identify new and continuing Federation members in the monthly Dues Deduction List (in Excel format), including the employees name, employee ID number or last 4 digits of employee social security number, and full-time or part-time status, noting any specific changes from the last list previously provided to the District. The Federation will also certify to the District, in each submitted Dues Deduction List, that the contents are accurate and that it has and will maintain individual employee written authorizations for payroll dues deductions to the Federation. The Federation will also immediately notify the District of any Federation member validly cancelling or revoking a dues deduction authorization, and will provide the District within five (5) business days an updated Dues Deduction List reflecting that cancellation or revocation. By complying with these standards, the Federation will not be required to submit a copy of each individual employee's written authorization for the payroll dues deductions to be effective, unless a genuine dispute arises about the existence or terms of the written authorization(s).
- D. The District will 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. The District will implement the change in the next pay cycle after the District receives the notification. The Federation will provide the District with a copy of the notification of the change which has been sent to all concerned employees.

- E. Dues shall be deducted from warrants from each month of the twelve (12) month fiscal year.
- F. Indemnification of the District

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, including claims for deductions made in reliance on the Federation's representations and certifications regarding valid employee written dues deduction authorizations.

Section 12. RELEASED TIME:

Released Time for Federation Officers

The District agrees to provide the Federation released time to a maximum of 0.20 FTE for the conduct of Federation/District activities. Such released time will be agreed to and scheduled prior to the beginning of each semester as follows:

- A. A unit member may be released 0.20 FTE per year except in cases where the College President determines that such release would have a significant adverse impact upon a college program.
- B. Such allocation will be based on whole courses.
- C. Such 0.20 FTE released time will be calculated based on the District load policy.
- D. All released time will be reimbursed to the District by the Federation based upon Salary Schedule C1 Lecture, Class IV, Step 4.
- E. The cost of 0.20 FTE and any additional overages will be billed to the Federation by the District at the end of the fiscal year for actual time used.

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 will, 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 will, 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 will be held during Federation members' nonworking hours. Neither party will 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 will not constitute any invitation to renegotiate any provisions of the Agreement.

Definition:

Consult will mean that the District or Federation will 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 will have the right to add a representative to the following committees:
 - a. Educational Coordinating and Planning (ECPC)
 - b. Equal Employment Opportunity (EEO)
 - c. Curriculum and Instruction
 - 2. The Federation/District consultation process (Article 9, Section 13) may be used by either party to discuss the subject areas covered under Section 14(A) of this article.
 - 3. Other committees to which appointments by the Federation can be made will be determined only through mutual agreement between the Federation and the College President.
 - a. A unit member may be released one (1) FTE per year except in cases where the College President determines that such release would have a significant adverse impact upon a college program.
 - b. Such allocation will be based on whole courses.
 - c. Such two (2) FTE released time will be calculated based on the District load policy.
 - d. All released time will be reimbursed to the District by the Federation based upon Salary Schedule C1 Lecture, Class IV, Step 4.
 - 4. The cost of one and one-half (1.5) and any additional overages will be billed to the Federation monthly dues payments by the District at the end of the fiscal year for actual time used. The District will be responsible for only the amount of up to one-half (0.5) FTE which will be utilized before the Federation is charged.
 - 5. The Federation will provide the Chief Human Resources Officer with a list of officers and associated release time for the academic year three (3) weeks prior to the beginning of the academic year.
- C. For Federation Executive Council Members' or Delegates' Attendance at Conference and Seminars

1. The District agrees to grant the Federation Executive Council members or delegates released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment will be made for travel, rooms, meals or related expenses.
2. Such released time will 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 will not exceed one hundred and fifty (150) teaching hours during any fiscal year, and no one (1) member will exceed one fifth of the total days.
4. All such released time over fifty (50) teaching hours will be reimbursed to the District by the Federation based upon Governing Board Policies, Salary Schedule C1 Lecture, Class IV, Step 4.

D. 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 will 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)

E. For Member Representation

1. The Federation Vice President for Member Rights at each college will be released from their 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 will 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) members within the District of the Grievance Committee, will 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.

**ARTICLE 10
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, will 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 will 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, that the Federation will have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedures, Article 15.

ARTICLE 11 – A SAFETY

Section 1. SAFE EDUCATIONAL AND WORK ENVIRONMENT:

The District will 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. Responsibility for the maintenance of safe procedures and practices is also that of the unit member, which includes each unit member attending all scheduled District and College safety training sessions which are related to their assignments, or as determined to be mandatory as required by law or regulation.

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 process 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 unit 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 will investigate the allegations, take appropriate actions in a timely manner, as required by law, and if the matter involves a student temporarily removed from the classroom, contact the member to advise of the date the student is cleared to return to class.
- 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 their 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 and 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 11- B
HOURS, WORKLOAD, CLASS SIZE

Section 1. WORK WEEK:

The number of days per week to be worked by a part-time unit member will be determined by the District based on load requirements.

All part-time faculty, both instructional and noninstructional, are responsible for attending assigned meetings, including all meetings called by administration, on any day and in the modality scheduled.

Section 2. DISTRICT POLICY:

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

Section 3. NEW PRACTICES:

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

Section 4. LECTURE HOUR EQUIVALENTS FOR LARGE GROUP INSTRUCTION:

Lecture hour equivalent (LHE) value for large group instruction classes will 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 \leq 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

Hourly salaries of part-time unit members teaching Large Group Instruction will be multiplied by the appropriate Lecture Hour Equivalent as listed above.

All sections will be assigned by management, including Large Group Instruction. 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 the appropriate administrator in order to be compensated.

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.

Section 5. WORK WEEK:

The number of days per week to be worked by a part-time unit member will be determined by the District based on load requirements.

All part-time faculty, both instructional and noninstructional, are responsible for attending assigned meetings, including all meetings called by administration, on any day and in the modality scheduled.

Section 6. OFFICE HOURS:

Part-time unit members, while not required to have scheduled office hours, in many cases provide office hours to students for consultation and advising as it pertains to their individual teaching assignments.

In an effort to contribute to the success of students, on a pilot basis beginning in Spring 2023 and continuing through June 30, 2025 only, the District will budget two hundred fifty thousand dollars (\$250,000) for each semester to provide for a limited number of paid office hours for part-time unit members. Any amounts not used in a semester will be rolled over to the following semester to supplement the budgeted two hundred fifty thousand dollars (\$250,000). Distribution and allocation of office hours among the four (4) colleges will be based on FTES from the prior academic year.

Office hours may be conducted either face-to-face or online. No more than twenty percent (20%) of these total office hours may be conducted online. The time of the weekly office hour will be in writing and communicated to the students via the course syllabus and the college's learning management system. All office hours must be at least fifty (50) minutes in length. Office hours may not be scheduled consecutively. Office hours must be scheduled during a time that students are reasonably expected to be available.

In order to be eligible for consideration for paid part-time unit member office hours, a part-time unit member must teach at least three(3) lecture hour equivalents. Part-time unit member office hours are potentially available to those part-time unit members who choose to apply for office-hour funding.

All office-hour approval will be determined by the Vice President of Instruction's office.

The following criteria may be applied in selecting part-time unit members to be funded for office hours:

- A demonstrated student need in a course, which requires a significant amount of help outside of the class.
- A significant chance that contact with a part-time unit member during office hours will contribute to individual student success.
- Availability of funding.

Part-time unit members who meet these criteria may be selected to conduct, and be compensated for, up to ten (10) office hours in a semester for assignments that are 20-40% of a full-time load, twelve (12) office hours in a semester for assignments at are 41-60% of a full-time load, or fourteen (14) office hours in a semester for assignments exceeding 60% of a full-time load.

Office hours will be communicated to students by the unit member providing an updated syllabus and notice on the college's learning management system. It is up to the unit member to identify an office hour location in collaboration with administration. A timesheet must be submitted by the end of week eighteen (18) to receive payment for approved office hours. Office hours will be paid the next pay date after the end of the semester.

Compensation will be at the part-time unit member office hour rate as indicated in Exhibit B.

Section 7. CALENDAR:

The number of days to be worked by part-time unit members will be determined by their load assignment by the District.

Section 8. PART-TIME EMPLOYMENT-ASSIGNMENT:

A. Priority for assignment in a department/discipline per college beginning Fall 2017.

1. Part-time assignments will generally be made on the basis of qualifications on a campus within each of the priorities set forth below unless the District determines the need to apply any of the factors in A-2.
 - a. Part-time faculty with re-hire preference in the department for an offer of continuing "comparable assignment".
 - b. Full-time overload.
 - c. Part-time faculty in the department for increased assignment, with approval of and recommendation of Department Chair and approval of immediate supervisor.
 - d. New applicants.

"Comparable Assignment" will be defined to be as close as possible to a unit member's average load over the previous three (3) like semesters (fall to fall or spring to spring) in which the unit member had load, not including summer. In the event of a financial hardship, the District and the Federation mutually agree to meet temporarily suspending the comparable assignment definition to allow for the distribution of available sections to the maximum number of part-time unit members, following the re-hire preference order in Section 7(A) of this article.

2. Other assignment factors in addition to qualifications will include breaks in service, performance during prior service, availability, and program needs.

B. In accordance with the Education Code, part-time faculty are "temporary employees." Nothing contained in this section or any article of this Agreement, places a legal obligation

on the District to provide continuing employment for part-time faculty. Under extenuating circumstances, the Administration has the right to reduce or eliminate a part-time academic assignment at any time during the semester.

1. Beginning Fall 2017, all part-time unit members hired after this date will establish re-hire preference in a department/discipline on a given campus based on first date of hire, the unit member's hiring for a minimum fifth semester, and service teaching at least six (6) sections, or working eight hundred sixty-four (864) hours in non-instructional positions, and all the factors as set out in Subsection A(2) above in a department/discipline on a campus in the District: Fresno City College , Reedley College ,Clovis Community College, or Madera Community College.
2. Unit members who worked prior to January 1, 1997, at both the North Centers (Willow/International, Madera Center, Oakhurst) and Reedley College, will have the combined re-hire preference accrual at Reedley College.
3. Unit members who have worked only at the North Centers (Willow/International, Madera Center, Oakhurst) will accrue re-hire preference only at the North Centers (Willow/International, Madera Center, Oakhurst).
4. Part-time unit members who have established re-hire preference prior to July 1, 2012 will maintain their re-hire preference at those locations.
5. Part-time unit members who establish re-hire preference on or after July 1, 2012 and before June 30, 2016 will establish their re-hire preference at Fresno City College and its centers or Reedley College and its centers (Madera and Oakhurst) or Clovis Community College (formerly Willow International Community College Center).
6. Ties in re-hire preference will be broken by lot.
7. District-initiated involuntary breaks in service are those as a result of course cancellation, courses that "do not make," or the replacement of a part-time unit member by a full-time unit member (contract or regular unit member of greater than sixty-seven percent (67%) FTE) to make load. The above identified District-initiated involuntary breaks will not result in a loss of re-hire preference.
8. Voluntary breaks in service will result in loss of re-hire preference. (Except as otherwise required by law, refer to 9 below)

Education Code section 87482.8(a) reads as follows: "Whenever possible, part-time faculty should be informed of assignments at least six (6) weeks in advance." NOTE: This is six (6) weeks prior to the start of the class; not the start of the semester.

If a part-time unit member rejects an offer of employment from the area administrator that was made in writing six (6) or more weeks prior to the assignment's start date, they will have a voluntary break in service. The part-time unit member will have two (2) weeks to accept or reject in writing the offer of employment. Failure to respond will be considered a rejection. (Note: An offer and/or acceptance/rejection may be made via email. However, the "official" offer will include all language contained in

the District approved “Assignment Letter”.

If an offer is made with less than six (6) weeks’ notice and the part-time unit member declines, the assignment will not be considered as a voluntary break in service as they may have had a reasonable doubt as to whether or not an offer would be made. The part-time unit member will have five (5) business days to respond to the offer of employment.

If the assignment is offered two (2) weeks or less from the start date of the class, a same day response is required. Again, this will not constitute a voluntary break in service.

9. Leave for the following reasons, will not be a voluntary break in service and will not result in loss of previously accrued re-hire preference.
 - a. Disability caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom;
 - b. Infant care (up to the balance of the semester within which it occurs following childbirth and up to one (1) additional semester);
 - c. Parental leave; and
 - d. Unit members who retire from another employer which necessitates a leave due to the CalSTRS “Zero-Dollar Earning Limit” or the CalPERS “180-day wait period after retirement” provisions will not be considered a voluntary break in service and will not result in loss of previously accrued re-hire preference.
10. Appropriate supervisors will maintain lists that establish re-hire preference and on written request will provide such lists each semester to the Federation.
11. Removal of Part-time Faculty Member from the Preferred Hiring Pool. The following conditions constitute grounds for removal from the Preferred Hiring Pool:
 - a. An overall rating of less than satisfactory in any formal performance evaluation, or two ratings of less than satisfactory in an individual performance element in any formal performance evaluation.
 - b. A sustained complaint concerning harassment or discrimination under the District’s policies and procedures.
 - c. A sustained complaint of misconduct in the workplace or related to professional service.
 - d. A sustained complaint is a complaint, which, after a fact-based investigation, is found to be supported by the preponderance of the evidence. The District's finding on the complaint is not subject to the grievance process.
 - e. Failure to turn in census rosters, attendance rosters, or grade rosters by the deadline provided by the district, given sufficient notification and at no fault of the district offices/administration. Failure to timely submit leave slips or other administrative forms and documents.
 - f. Declining assignments for two consecutive semesters except when taking a protected leave such as FMLA.

12. Once a Part-time Faculty Member is removed from the Preferred Hiring Pool, they may be released pursuant to Education Code section 87665.

Section 9. FULL-TIME EMPLOYMENT VACANCY:

The top two (2) highest ranked of all current unit members, based on the recommendation of the screening committee, will be invited to interview for a full-time faculty vacancy that is not filled through the transfer process.

The unit member will be offered an interview provided:

1. The unit member submits a completed District application and submits all required supporting application documents for the vacancy by the closing date/time listed in the job announcement and meets the minimum qualifications for the position or is approved through the equivalency process.
2. For purposes of this section only, “current” means the unit member has an active assignment with the District during the current academic year in which the application is submitted or during the semester immediately preceding the job announcement’s posting date.
3. The provisions of this section will not be grievable. Any objection, complaint, claim, or action that the College has violated or misapplied the provisions of this section will be filed with the area administrator, and if not resolved, may only be appealed to the College President whose decision will be final and binding on the matter.

ARTICLE 12 EVALUATION OF FACULTY

Section 1. EVALUATION OF FACULTY:

A. PURPOSE

1. The purpose of the evaluation process for unit members is to improve the quality of instruction, enhance academic growth, promote professionalism, and assess performance of unit members.

B. EVALUATION CRITERIA

1. Unit members will be evaluated based on criteria including the following:

a. STUDENTS

- i. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:

1. The diversity of cultural backgrounds, gender, age, and lifestyles;
2. Variety of learning styles; and
3. Student goals and aspirations.

- ii. Concern for student rights and welfare

- iii. Respect for the opinions and concerns of students, and willingness to assist students.

b. PROFESSIONAL RESPONSIBILITIES

- i. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 2009)
- ii. Maintenance of workable relationships with colleagues
- iii. Demonstration of commitment to the profession (Code of Ethics)

In addition unit members will be evaluated on the following criteria for this primary or special assignments:

a. Instructional Faculty:

1. Knowledge of subject matter;
2. Awareness of current developments and research in the field;
3. Demonstration of effective communication with students;
4. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and teaching and learning practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and course completion
5. Effective use of teaching methods appropriate to subject matter, adherence to institutionally approved curriculum course outlines of record;
6. Evaluation of student progress through tests and examinations, written assignments, oral responses, etc. in keeping with course objectives;

7. Providing class syllabi to students;
8. Maintaining classroom records in accordance with District Policy;
9. Turning in all required student grading and evaluation reports in a timely manner.

b. Athletic Coaches

1. Work through the athletic director/dean on all matters pertaining to athletics;
2. Obtain final approval of the athletic director/dean of all sports schedules;
3. In accordance with established rules and regulations, recruit athletes within the District by being visible at the District high school campuses and actively recruiting on the District high school campuses;
4. Maintain a businesslike working relationship and rapport with campus employees, organizations, District high school coaches, District communities and the various groups within these communities;
5. Maintain appropriate individual and team conduct and discipline;
6. Complete in a timely manner necessary paperwork which serves the function of the program;
7. Assume responsibility for securing information regarding eligibility of players, as appropriate;
8. Field full and competitive teams;
9. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and completion; and
10. Assume duties and responsibilities as delegated or assigned by the administration, athletic director, or head coach as they relate reasonably to the coaching assignment.

c. Faculty Coordinators

1. Will be evaluated on the basis of their duties and responsibilities statement;
2. Knowledge of subject matter;
3. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and completion;
4. Awareness of current developments and research in the field;
5. Demonstration of effective communication with students, faculty, staff and administration;

6. Maintenance of appropriate records;
7. Participation in institutional activities; and
8. Participation on college and/or district committees as related to this position and as outlined in the appropriate job announcement for this position.

d. Counselors:

1. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.;
2. Maintenance of counseling session records in accordance with District Policies;
3. Effective use of counseling methods appropriate to student need;
4. Knowledge of subject matter;
5. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and completion;
6. Awareness of current developments and research in the field;
7. Demonstration of effective communication with students;
8. Demonstration of respect for all students through the development of a warm and accepting environment; and
9. Maintenance of confidentiality of the counseling session;

e. Librarians:

1. Knowledge of library usage;
2. Awareness of current developments and publications in the field;
3. Demonstration of effective communication with students and faculty;
4. Effective use of research methods appropriate to faculty and student needs;
5. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and completion;
6. Awareness of college curricula; and
7. Maintenance of appropriate records.

f. College Nurses:

1. Knowledge of subject matter;
2. Awareness of current development and research in the field;

3. Effective communication with students;
4. Effective use of nursing procedure;
5. Demonstration of, or progress toward, diversity, equity, inclusion and accessibility (DEIA)-related competencies, and practices that reflect DEIA and anti-racist principles, and reflect knowledge of the intersectionality of social identities, illustrate a developing set of skills for effective cross-cultural teaching, and recognize the myriad of ways in which people differ, including the psychological, physical, cognitive, and social differences that occur among individuals, all to improve equitable student outcomes and completion;
6. Evidence of appropriate nursing objectives which are met through a student evaluation of services;
7. Appropriate maintenance of student records which protect the confidentiality of all service users; and
8. Evaluation of students' progress in keeping current with nursing protocols and public health procedures.

C. FREQUENCY

- a. 1. Unit members will be evaluated (at least) as follows: Their performance during their first semester of teaching or service by a team consisting of the immediate supervisor, or their designee, and/or a peer reviewer identified by the department chair.
- b. Their performance during their second and/or third semesters of teaching or service by the immediate supervisor, or their designee excluded from the bargaining unit, **and** a peer reviewer identified by the department chair.
- c. Their performance at least once every six (6) semesters of teaching or service thereafter by the immediate supervisor, or their designee, and/or a peer reviewer identified by the department chair.
- d. More frequent evaluation may occur in the event job performance is less than acceptable as determined by the immediate supervisor. Nothing in these provisions will preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted. The unit member will be notified by the third week of any semester in which the regular evaluation is not being conducted, but student evaluations will be conducted.

D. PROCEDURES

1. The college administration will be responsible for seeing that the evaluation process is followed as set forth in this section.
2. Student evaluation will be provided through a standardized District student questionnaire.
3. The evaluation process of unit members will include the following
 - a. Instructional Faculty
 - i. Unit member will submit to the committee a written evaluation of their job performance.
 - ii. Classroom visitation(s) by members of the evaluation team as identified in Section (1)(E). Visitation dates and times will take place between weeks

six (6) and thirteen (13) (proportionately adjusted for short-term courses) scheduled within a three (3) week window announced to the unit member. (Both the reviewer and immediate supervisor need not be present during the same classroom visitation.);

1. For online class visitations, the evaluation team will be granted access to the unit member's Canvas class page for one week to access one week/one module for the class. Nothing in this section precludes an administrator from accessing a unit member's Canvas course outside of the evaluation process due to student or other complaints, inactivity, or at the request of the unit member.
- iii. Student questionnaires will be administered by members of the evaluation team as identified in Section (1)(E). Student evaluation will be provided through a standardized District student questionnaire.
- iv. Only when the unit member's evaluation team for the semester includes the supervisor, or their designee not in the bargaining unit, will the duties and responsibilities evaluation be completed.
- v. The results of the evaluation will, to the extent reasonably practicable, be discussed with the unit member. The unit member has the right to request a meeting with all evaluators to discuss the results of their evaluation(s). The unit member will receive a copy of the evaluation as follows:
 1. Fall semester – within seven (7) weeks after the end of the semester in which the evaluation was conducted.
 2. Spring semester – within six (6) weeks after the end of the semester/session in which the evaluation was conducted.

b. Counselors, Librarians, College Nurses

- i. Unit members will submit to the committee a written evaluation of their job performance.
- ii. Visitation(s) by members of the evaluation team as identified in Section (1)(E). Visitation dates and times will take place between weeks six (6) and thirteen (13), scheduled within a three (3) week window announced to the unit member. (Both the reviewer and immediate supervisor need not be present during the same visitation.);
- iii. Student evaluations will be administered by members of the evaluation team as identified in Section (1)(E). Student evaluation will be provided through a standardized District student questionnaire.
- iv. Only when the unit member's evaluation team for the semester includes the supervisor, or their designee not in the bargaining unit, will the duties and responsibilities evaluation be completed.
- v. The results of the evaluation process will , to the extent reasonably practicable, be discussed with the unit member. The unit member has the right to request a meeting with all evaluators to discuss the results of their evaluation(s). The unit member will receive a copy of the evaluation as follows:
 1. Fall Semester – within seven (7) weeks after the end of the semester in which the evaluation was conducted.
 2. Spring Semester – within six (6) weeks after the end of the semester/session in which the evaluation was conducted.

3. Athletic Coaches and Faculty Coordinators
 - i. Unit member will submit to the committee a written evaluation of their job performance.
 - ii. Visitation(s) by members of the evaluation team as identified in Section (1)(E). Visitation dates and times will take place between weeks six (6) and thirteen (13), scheduled within a three (3) week window announced to the unit member. (Both the reviewer and immediate supervisor need not be present during the same visitation.);
 - iv. iii. Student evaluations will be administered by peer reviewer or immediate supervisor or their designee. Student evaluation will be provided through a standardized District student questionnaire. Only when the unit member's evaluation team for the semester includes the supervisor, or their designee not in the bargaining unit, will the duties and responsibilities evaluation be completed.
 - v. The results of the evaluation process will, to the extent reasonably practicable, be discussed with the unit member. The unit member has the right to request a meeting with all evaluators to discuss the results of their evaluation(s). The unit member will receive a copy of the evaluation as follows:
 1. Fall Semester – within seven (7) weeks after the end of the semester in which the evaluation was conducted.
 2. Spring Semester – within six (6) weeks after the end of the semester/session in which the evaluation was conducted.

Section 2. EVALUATION TIMELINE:

- A. The following process is repeated each semester that the unit member is evaluated. (Consideration is given for courses scheduled in short-term formats).
 1. Committee established
 2. Immediate supervisor or their designee not in the bargaining unit begins “duties and responsibilities” evaluation. Only when the unit member's evaluation team for the semester includes the supervisor, or their designee not in the bargaining unit, will the duties and responsibilities evaluation be completed.
 3. Unit member submits copies of classroom records
 4. Unit member submits self-evaluation
 5. Classroom/peer visitations made by committee members
 6. Student questionnaires are administered (no earlier than week six (6) and no later than week fourteen (14)). Student questionnaire results will be made available to the evaluation committee prior to week eighteen (18) (proportionately adjusted for short-term courses) and to the unit member upon the completion of the semester.
 7. Additional visitations may be conducted if deemed necessary by the committee.
 8. The results of the evaluation process will, to the extent reasonably practicable, be discussed with the unit member. The unit member has the right to request a meeting with all evaluators to discuss the results of their evaluation(s). The unit member will receive a copy of the evaluation as follows:
 9. Fall Semester – within seven (7) weeks after the end of the semester in which the evaluation was conducted.
 10. Spring semester – within six (6) weeks after the end of the semester/session in which the evaluation was conducted.

- a. If at all possible, (2), (3), and (4) and (5) above will be completed prior to the end of week twelve (12).

Any violation by the District of procedures contained in this Article will be grievable. The substance of any evaluation will not be the subject of any grievance.

ARTICLE 13
PERSONNEL RECORDS

- A. Materials in the personnel file of a unit member which may serve as a basis for affecting the status of their employment are to be made available for inspection to the unit member involved. Every unit member will have the right to inspect material in their personnel file at any time mutually convenient to the employee and the District upon request and reasonable notice. If desired, the unit member may be accompanied by a Federation representative, or may request in writing to allow a Federation representative to inspect such materials.
- B. The District may charge a fee to produce requested hard copies of materials in the personnel file previously provided to the unit member. The official personnel files include files from District office and the college. Unit members may request an electronic copy of their personnel file not more than once per semester. If an electronic copy is requested no fee will be charged. The fee shall be established by District Administration.
- C. Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record will be promptly called to the unit member's attention, by copy, and the unit member will be given an opportunity to respond. In terms of anonymous complaints, the district shall investigate as required by law. (Any retaliatory action by a unit member shall be deemed to be unprofessional conduct.) The unit member will acknowledge that any derogatory material or complaint has been read by affixing their signature and the date on the actual copy to be filed, with the understanding that their signature signifies **only** that the material has been read and does not indicate agreement with its contents.
- D. Any derogatory material and/or complaint will 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. During this ten (10) working day period, the content of material to be added to the personnel files will be subject to the District Complaint Procedure. (Refer to the District Board Policy and Administrative Regulations.) The content of material in personnel files will not be subject to Article 15, Grievance and Arbitration Procedure, of this Agreement.
- E. The official files (e.g., application, transcripts, employment record etc.) for all personnel will be housed and maintained at the District Human Resources Office, and may be maintained in an electronic format, and files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the appropriate college supervisor's office, which may also be maintained in an electronic format.

**ARTICLE 14
LEAVES WITH PAY**

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

For part-time unit members, sick leave will be accrued at the rate of one (1) hour earned for each eighteen (18) hours of teaching, counseling or librarian duties in fall and spring semesters and summer. Full-time faculty teaching during the summer do not accrue additional hourly sick leave.

An electronic timekeeping system may be implemented to track absences and hours that are reported on a monthly basis.

1. Unused sick leave will accumulate each term the unit member works.
2. Each fall and spring semester, every unit member will receive a sick leave allotment credit equal to their entitlement for the semester. A unit member may use this credited sick leave anytime during the academic year or during summer session.
3. Any unit member will have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery there-from.
4. A unit member may use their sick leave for purposes of parental leave for a period of up to twelve (12) workweeks. The amount of leave when combined with other leaves under the California Family Rights Act (CFRA), will not exceed twelve (12) workweeks.
 - 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 hours of sick leave that a unit member may take during parental leave, but the parental leave will not exceed twelve (12) workweeks.
 - 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 will the application of paid sick leave and extended sick leave entitle the unit member to additional 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.
5. Unit members can access a current accounting of their accumulated sick leave on the District Internet.
6. Any unit member utilizing sick leave benefits under provisions of this Article will

provide the administration with a signed absence form on their first day back to work. After a unit member is absent three (3) or more consecutive duty days, they will provide the administration, upon request, a statement from a health care provider verifying their fitness to return to duty. A unit member absent for more than three (3) days will notify the immediate supervisor of their approximate return date. The District may require an employee to provide physician's certification for use of sick leave after five (5) consecutive days of absence.

7. 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.
8. 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, will 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: unit member's parents, spouse/domestic partner, children, legal dependent, or another member of the immediate household. Catastrophic illness or injury requires the unit member to take time off from work for an extended period to care for that family member, and taking time off work creates a financial hardship for the unit member because they have exhausted all their sick leave or other paid time off. Catastrophic illness or injury 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..

Full-time faculty teaching overload or summer session are not eligible to contribute nor withdraw from this Catastrophic Leave Bank.

1. The Catastrophic Leave Bank program will 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 will continue from year to year.
3. The parties agree that a Catastrophic Leave Bank will be established to assist unit members who suffer a catastrophic illness or injury.
4. All unit members may voluntarily participate in the Catastrophic Leave Bank program by:
 - a. Contributing eight (8) hours of sick leave during the first (1st) full month following the signing of this Agreement; or
 - b. Contributing eight (8) hours 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. Whenever the Catastrophic Leave Bank becomes depleted, each participating unit member will be charged a maximum of two (2) additional hours per year from their accumulated sick leave to restock the bank. Sick leave hours placed in the bank by participating unit members are irrevocable and:
 - a. May not subsequently be withdrawn from the bank;
 - 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 when approved by the process contained in this section;
 - d. May not be withdrawn at the time of retirement.
6. 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 hours contributed previously may not be withdrawn.
7. Eligibility to use Catastrophic Leave Bank days requires that a participating unit member must have:
 - a. Qualified for re-hire preference under the terms of Article 11-B, Section 8;
 - b. Exhausted their personal sick leave hours; including extending sick leave and
 - c. Been incapacitated or absent no fewer than thirty (30) additional consecutive calendar days.
8. To apply for Catastrophic Leave Bank usage, the participating unit member must submit the following to the District Human Resources office:
 - a. A completed application on the District's form listing dates of absence to be granted in hours from the Catastrophic 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 catastrophic 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 Vice Chancellor of Human Resources or designee, who will then notify the unit member of the committee's decision.

The maximum amount of withdrawal will be (20) twenty days per year, based upon the first date of request.

9. A participating unit member using Catastrophic Leave Bank hours will not have to replace those hours except as a regular contributing member to the bank.
10. A unit member may not continue to receive Catastrophic Leave Bank hours beyond the end of the semester during which the illness or injury occurred.

11. Human Resources will provide the Federation President, upon request, an annual report of the number of hours used in the previous academic year as well as the number of days/hours remaining in the Catastrophic Leave Bank at the beginning of each academic year.

Section 2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

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

1. Allowable leave will 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 will not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first (1st) day of absence.
4. When a unit member is absent from their duties due to an industrial accident or illness, they will be paid such portion of the salary due them for any month in which the absence occurs as, when added to their 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 their full salary.

The phrase, "full salary," as utilized in this section will be computed so that it will 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 will otherwise not be deemed applicable.

5. For approved workers' compensation claims industrial accident and illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award. If a claim is delayed or denied, the employee's accumulated sick leave will be used.
6. When an industrial accident and illness leave overlaps into the next fiscal year, the unit member will be entitled to only the amount of unused industrial accident and illness leave due them for the same illness and injury.
7. Upon termination of the industrial accident or illness leave, the unit member will be entitled to the benefits provided in Education Code Sections 87780, 87781 and 87786, and for the purposes of each of these sections their absence will 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, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity will result in a payment to them of not more than their full salary.

8. During any paid leave of absence, the unit member may endorse to the District the
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temporary disability indemnity checks received due to their industrial accident or illness. The District, in turn, will issue the unit member appropriate salary warrants for payment of the unit member's salary, and will deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually covered by such salary warrants.

Section 3. BEREAVEMENT LEAVE:

- A. Unit members may be granted, without loss of salary, or other benefits, a leave of absence three (3) working days for in-state travel. Unit members may extend this leave by two (2) additional days through the use of sick or unpaid leave per occurrence due to the death of their immediate family member. Unit members are entitled to no more than five (5) working days per occurrence due to the death of their immediate family. Bereavement Leave may be extended through the use of "Personal Necessity Leave", Section 5 of this article.
- 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 registered 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, but such extension without salary for the time covered by the extension, except for any time extended under Personal Necessity Leave, Section 5 of this article.
- D. Bereavement Leave must be taken within six (6) months of the death of the immediate family member.

Section 4. JURY DUTY LEAVE:

- A. When called for jury duty in the manner provided by law, a unit member will be granted a leave of absence without loss of pay for the time they are required to perform jury duty during the unit member's regularly assigned working hours.
- B. Requests for jury duty service leave should be made by presenting the official court summons to jury duty service as soon as possible to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

- C. Government and local agency employees are required by California Government Code Section 481.200 to waive jury pay. In the event jury fees are paid, reimbursement to the District of any monies earned as a juror, except mileage, will be made by the unit member.
- D. A unit member called for jury duty will not be encouraged in any way to seek exemption from such duty nor will they 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 after, 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 Article 14, Section 3.
- B. Serious illness of a member of the faculty member's immediate family (as defined in Section (3)(B) of this Article)
- C. An accident involving the faculty member's person or property or the person or property of a member of their immediate family (as defined in Section 3(B) of this Article). Such accident must be (a) serious in nature, (b) involve 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 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 their position during the assigned hours of service.
- F. Imminent danger to the home of a unit member occasioned by a factor such as floor 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 will 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 will 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.

ARTICLE 15 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 an alleged violation, misapplication, or misinterpretation of any provision of this Agreement which adversely affects the employment status of the grievant.

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 undertaken 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 will 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 will be construed as a violation of state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement or which does not comply with the terms and requirements of a grievance will not be processed under this procedure.
- C. Unit members may be represented by the appropriate college Federation Vice President for Member Rights or their 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 Vice President for Member Rights, or designee, will orally discuss with their immediate supervisor during non-teaching hours the alleged grievance. Within five (5) days, the immediate supervisor will give their 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 will be stated in writing on the "Academic Grievance" form as provided by the District (and shown as Exhibit "D" of this Agreement), signed by the grievant (or Federation Representative), and presented to their supervisor (or designee) at the dean level or above.
2. The supervisor or designee will communicate their 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, they may appeal the decision on the appropriate form to the College President, or their designee, within five (5) days.
2. This statement will 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 President, or their designee, will 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 President (or their 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, they may within five (5) days appeal the decision on the appropriate form to the Chancellor, or their designee.
2. This statement will include copies of the original grievance and appeal and written copies of the decisions rendered.
3. The Chancellor, or their designee, will communicate their decision in writing to the grievant within fifteen (15) days.

D. Level IV--Advisory 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 the California State Mediation and Conciliation Services. Only the Federation (exclusive representative) may demand arbitration.
2. Powers of the Arbitrator: After due investigation, it will be the function of the

arbitrator, who is empowered except as their 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 will 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 unit member;
 - ii. Any matter involving any unit member's evaluation, except procedural matters;
 - d. All fees and expenses of the arbitrator will be shared equally by the Board and the Federation. Other expenses will be borne by the party incurring them. Neither party will be responsible for the expense of non-employee witnesses called by the other.
4. The decision of the arbitrator will be advisory on all parties.

ARTICLE 16 COMPENSATION

Section 1. SALARY:

Salary compensation for members of the part-time faculty bargaining unit will include, but not be limited to:

- Salary as memorialized in the existing Agreement
- Class advancement
- Compensation-fringe impact
- Additional costs as related to the implementation of the Agreement

For Lecture and Lab Salary Schedules:

For 2022-2023, all part-time faculty lecture and lab salary schedules will be increased by COLA + 7%.

For 2023-2024, all part-time faculty lecture and lab salary schedules will be increased by COLA + 5%.

For 2024-2025, all part-time faculty lecture and lab salary schedules will be increased by COLA + 5%.

For Non-Instructional Salary Schedule:

For 2022-2023, all part-time faculty non-instructional salary schedules will be increased by COLA + 3%.

For 2023-2024, all part-time faculty non-instructional salary schedules will be increased by COLA + 2%.

For 2024-2025, all part-time faculty non-instructional salary schedules will be increased by COLA + 2%.

“COLA” means funded COLA.

Part-Time Faculty “Parity” Stipend

If the District receives additional “parity” monies for the school years pursuant to the State Budget Act appropriation stated specifically by the state legislature to make part-time faculty compensation more comparable to full-time faculty compensation for similar work, the distribution of District revenue pursuant to the State Budget Act will be made to part-time unit member on a one-time non-repetitive (off schedule) basis for the applicable school year(s) covered by the term of this Agreement.

The District and the Federation agree to the following definition of “parity”:

- Definition of part-time parity at seventy-five percent (75%) of full-time instructional SCCCD & SCFT Final Agreement (PT) 2022-2025

salary – Duties and responsibilities that are currently required of part-time unit members, which do not include office hours or committee/departmental meetings, will be based on a fifteen (15) LHE full-time load.

- Definition of parity at one hundred percent (100%) of full-time salary – All duties and responsibilities currently required of full-time unit members.

Compensation for each LHE of part-time unit members during the fall semester will be the calculation amount of one-half (1/2) of the District's total allocation for part-time unit members' compensation divided by the total number of LHE for the fall semester, less the total of all state and federal statutory costs (e.g., Medicare, unemployment insurance, workers' compensation, STRS, etc.). Payment of this amount per LHE will be "off schedule" on a one-time, non-repetitive basis, conditioned upon receipt of state monies.

Compensation for each LHE of part-time unit members during the spring semester will be the calculation amount of one-half (1/2) of the District's total allocation for part-time unit members compensation divided by the total number of LHE for the spring semester, less the total of all state and federal statutory costs (i.e. Spring., Medicare, unemployment insurance, workers' compensation, STRS, etc.). Payment of this amount per LHE will be "off schedule" on a one-time, non-repetitive basis, conditioned upon receipt of state monies.

Under no circumstances will the District be required to provide more money to part-time unit members in excess of the District's allocation actually received.

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 contract and implementation of the parity pay provisions 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 will be in writing. If the Federation disagrees with the calculations, it will notify the District within ten (10) days. Such notice of the disagreement will 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 may agree to reopen negotiations regarding salaries at which time these salary formula provisions will be of no force or effect.

Section 2. SALARY STEP/CLASS ADVANCEMENT:

- A. Step advancement will occur at the beginning of the academic year conditioned upon the part-time unit member having taught and completed four (4) semesters of work on the same step. The semesters need not be consecutive.
- B. A unit member anticipating a change in class placement must file a "Letter of Intent" by the deadline established in the notice distributed by the District Human Resources Office at the beginning of each fall and spring semester.

As proof of completion, official transcripts or other written supporting evidence must be submitted to the District Human Resources Office by the stated deadline. 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 District Human Resources Office 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 their claim within sixty (60) days of the date on the notarized statement. A statement indicating the unit member's knowledge of this downward adjustment provision will be included on the notarized statement form.

C. Salary Advancement Unit Requirements:

The following regulations pertain to units to be used for class advancement on salary schedules C:

1. Units of credit for upper division and graduate courses from accredited institutions recognized by the U.S. Department of Education in the unit member's assignment may be submitted to the college evaluation committee for a class advancement without obtaining prior approval.
2. Semester units of credit for upper division and graduate courses from institutions recognized by the U.S. Department of Education outside of or not directly related to the unit member's assignment submitted for a class advancement must have the prior approval of the college evaluation committee.
3. Lower division semester units:
 - a. Lower division semester units may be applied to class advancement only when approval has been obtained prior to the onset of the course and the particular semester units are one (1) of the following:
 - i. required for a degree fulfillment,
 - ii. required in connection with preparation for a specific institutional assignment,
 - iii. part of an in-service training program, or
 - iv. recognized by the college evaluation committee as contributing to the unit member's effectiveness in their assignment.
 - b. In order to obtain prior approval for any lower division course work, each applicant must submit to the college salary advancement committee a request for review. Not more than twenty percent (20%) of the total semester units required for advancement from one column to the next may be lower division semester units in any case. See exception for faculty in disciplines not requiring a master's degree in (6) below.
4. In addition to total semester unit requirements, over one-half (1/2) of the total number of semester units required for placement on a particular salary schedule

class must be in the unit member's teaching field or appropriate to their professional assignment.

5. Even when they may not carry college credit, (i.e., continuing education units), 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 campus evaluation committee has been obtained and the committee has determined how much credit for salary advancement purposes will be granted. Other than exceptional circumstances, approved in advance by the Chancellor or their designee, not more than twenty percent (20%) of the total semester units required for advancement from one column to the next may be semester units that fit in this category. See exception for faculty in disciplines not requiring a master's degree in (6) below.
 - a. Non-credit courses for which units are not granted will be assigned a value of 1 (one) semester unit for every 15 hours of coursework completed.
 - b. College/District sponsored training require pre-approval by the College Evaluation Committee for class advancement. Courses paid for by the College/District may not be eligible for application towards class advancement.

6. Faculty in disciplines not requiring a master's degree, as identified in the Handbook on Minimum Qualifications for Faculty and Administrators, can use lower division coursework and/or non-credit units completed after initial salary placement for advancement provided this coursework is directly related to the member's discipline. Not more than 30% of the total semester units required for advancement from one (1) column to the next may be lower-division and/or non-credit semester units in any case.

Section 3. SALARY CLASSIFICATIONS:

For Salary Classifications refer to Exhibit B.

Section 4. TRAVEL OFF CAMPUS/MILEAGE:

Part-time faculty members are expected to report to their teaching station at their own expense. Exceptions to this requirement may be made at the discretion of the District. If, during assigned time, the District requires additional travel related to District assigned duties, mileage compensation, upon approval of the District, will be at the rate per mile as established by the Internal Revenue Service (IRS) as the standard business deduction. The mileage rate will become effective upon notification by the Chancellor of their designee. Computation of the amount of travel compensation will be based upon the following formula:

- 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 the unit member's home.
- ii. Primary campus is defined as the campus where the majority of the load is scheduled or, in the case of non-majority, the campus where the unit member was hired.

Section 5. DIRECT DEPOSIT:

Direct deposit is available to all unit members upon request. Upon request, the electronic transfer of payroll shall be deposited directly into a financial institution of the unit member's choice and the unit member can dis-enroll or make changes at any time. The District holds the right to not allow direct deposit transactions to financial institutions known to have disreputable transactions.

In the event a unit member is overpaid for any reason, the District and the unit member will enter into an agreement to deduct the overpayment from the unit member's paychecks. The objective will be for the unit member to repay the entire amount by the end of the fiscal year if possible.

Section 6. TAX SHELTER ANNUITY PROGRAM (TSA):

The District agrees to provide voluntary deductions for part-time unit members who participate in tax sheltered annuity programs.

Section 7. STRS CREDITABLE SERVICE HOURS REQUIREMENT:

Pursuant to Education Code Section 22138.5(c)(5) each collective bargaining or employment agreement entered into on or after January 1, 2003, that applies to a member subject to the minimum standard specified in paragraph (5) of subdivision (c) of Section 22138.5, for part-time community college instructors will specify the number of hours of creditable service that equal full-time for the part-time position. The number of hours of creditable service that equal full-time for the part-time unit members as follows:

Lecture – 525

Lab – 700

Counselors, Learning Disabilities Specialists, Coordinators, Tutors – 1,400

Librarians, Nurses, Psychologists – 1,239

Special Projects – 700

Provided STRS approves and there is no penalty or costs assessed against the District associated with the application of this provision.

Section 8. COACHING STIPENDS:

See Exhibit B.

Section 9. SPECIAL PAY RATES:

See Exhibit B.

Section 12. FACULTY INTERN PROGRAM:

The purpose of employing Faculty Interns will be in alignment with Title 5 sections 53500-53502.

A. EFFECTIVE DATE

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The guidelines established in this document will apply to all new faculty who do not meet the minimum qualifications outlined 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. ASSIGNMENT OF FACULTY INTERNS

1. As temporary (part-time) faculty, interns will be assigned normally no more than 20% of an instructional or non-instructional full-time faculty assignment during the first semester and sixty-seven percent (67%) of a full-time faculty assignment for subsequent semesters. Exceptions may be made by the appropriate Vice President.
2. A Faculty Intern will be limited to two (2) years of participation in the program.
3. As temporary 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*.
4. Faculty Interns may only intern under one (1) 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 Section 4 of this article.

C. DUTIES AND RESPONSIBILITIES

1. Develop a consultation schedule with the Faculty Mentor, with additional input from the appropriate division Dean.
2. Participate in the “Part-Time Faculty Orientation” or other appropriate college orientation as directed by the Dean.
3. 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 Faculty Intern’s teaching assignment).
4. Teach courses as assigned or be responsible for non-instructional assigned duties.
5. Attend meetings and events as required by the appropriate Dean.
6. Observe mentor/other faculty in teaching or non-instructional environment as established in consultation schedule.
7. Complete materials as requested regarding the program and professional development activities.
8. 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.
9. All Faculty Interns will be evaluated under the terms stipulated in Article 13 of this Agreement.

D. APPLICATION AND SELECTION PROCESS

1. ***For those disciplines in which a master's degree is required:***

- a. Individuals applying for faculty internship positions will:

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- Complete an official SCCCDC Application for Academic Employment,
- Provide transcripts verifying the units completed in their 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 their degree.

2. *For those disciplines for which a master's degree is not expected or required:*

- a. Individuals applying for faculty internship positions will:
- Complete an official SCCCDC 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 they 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 their degree.
 - Provide verification of experience

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

ARTICLE 17
DUAL ENROLLMENT

Section 1. DUAL ENROLLMENT INSTRUCTOR

- A. Dual Enrollment instructors have the responsibilities of instructors of the Community College District when they are teaching a dual enrolled class, whether they are a regular instructor of the Community College District or the high school. Faculty with off-site assignments may need to conform to the calendar of the location, including but not limited to K-12 school calendars for faculty teaching Dual Enrollment classes and should be notified by administration of such adjustments in the offer of assignment.
- B. For faculty who are assigned to dual enrollment classes or other types of off-site or non-traditional assignment locations, the District will provide the following:
1. training to prepare faculty to address variances in student populations and settings (such as high school, correctional facilities, etc.);
 2. services to assist faculty with the logistics of various sites (such as parking, access, keys, technology, and safety).
- C. High school instructors teaching college courses in a dual enrollment program must meet the minimum qualifications established to teach community college courses. High school teachers who meet the minimum qualifications to teach college courses that are offered through dual enrollment, may indicate his/her preference for teaching a course. The teacher will be interviewed by a selection committee in the normal manner in which part-time faculty are hired. If selected, the high school teacher will perform his/her teaching duties and responsibilities in accordance with the SCFT Contract and the policies and procedures of the State Center Community College District.
- D. Part-time faculty employed by the District will be evaluated in accordance with Article 13. They will continue to be supervised by their direct supervisor at the College. If there is an emergency at the High School site, the faculty member is to follow the directions of the site administrator.
- E. Dual enrollment classes will be evaluated by the Dual Enrollment Liaison during the first semester a dual enrollment course is taught, during the second or third semester a dual enrollment course is taught, and at least once every six (6) semesters the course is offered thereafter. More frequent evaluation may occur in the course is less than acceptable as determined by the District.
- F. Instructors of dual enrollment classes have the following responsibilities:
- Follow the normal cycle for SLO assessment as on the main College campus,
 - Provide instruction according to the approved COR and using the approved instructional materials,
 - teaching in a variety of modalities as determined by the District
 - Take daily attendance and report such attendance as required.
 - Report all instructor absences to the appropriate administrator

- Attend the District’s orientation and complete required professional development, including training on District systems (Canvas, Starfish, etc.), and support services available to the dual enrollment students through the District.
- By the end of the second week of instruction of each semester, submitting a complete syllabus and schedule of all class meetings to the division office.
- Submitting grades to the District
- Utilizing and checking District email account regularly to ensure effective communication with the District
- Completing a self-evaluation each semester they are scheduled to be observed by the Dual Enrollment Liaison
- Understand and implement dual enrollment course(s) in accordance with District policies, procedures, rules and regulations

Matters of complaint regarding instruction will be handled by the appropriate District Administrator following the District policy and procedures including the District grievance process. High school administration will be informed.

The District retains the right to remove High School instructors from teaching college courses under a dual enrollment program for any reason, including but not limited to, poor evaluations.

Section 2. DUAL ENROLLMENT LIAISON AND COORDINATOR

A. Liaisons are defined as State Center Community College District faculty providing Dual Enrollment services to a high school. Liaison duties and responsibilities include:

- Inspecting facilities (when needed)
- Ensuring that the high school teacher conforms to the Course Outline of Record and instructional materials approved for the course
- Completing classroom visitations
- Completing evaluation of high school dual enrollment courses to assess the pace, rigor, and quality of the courses through observation, evaluation, SLO assessment and the success of the students enrolled
- Ensuring norms for communication are followed, syllabus creation and submission, grade and attendance roster submittal.

B. Duties of the Dual Enrollment Faculty Coordinator include but are not limited to:

- Inspection facilities (when needed)
- Delivery of Course Outline of Record and related materials to high school teacher
- Assistance with course scheduling and staffing during schedule and master calendar development
- Serving as the college’s point of contact for questions related to delivery of instruction at dual enrollment sites
- Providing grades for dual enrollment courses to the high school

C. Priority Order of Selection/Assignment of Liaisons:

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All liaison assignments should prioritize the utilization of discipline-specific faculty.

- o First: offer to full-time, tenured faculty
- o Second: offer to full-time, non-tenured/contract (probationary) faculty and full-time categorical/grant funded/temporary faculty
- o Third: offer to part-time faculty
- o If assignment not filled voluntarily by faculty member from the first, second, or third offer bullets, then it will be assigned to qualified faculty in same order as other offers

D. Liaison Stipend:

- 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 appropriate Vice President.
- Liaison will submit monthly timesheets for all hours worked pursuant to this Agreement and will be paid at the Schedule C3 Non-instructional Rate, Class V, Step 5.

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

ARTICLE 18 INSURANCE PROGRAMS

Section 1. PATIENT PROTECTION AND AFFORDABLE CARE ACT:

The Board of Trustees may exercise, solely and exclusively, its express and implied legal powers, rights, duties, and responsibilities to determine, adopt, and enforce any policies, procedures, guidelines, and practices to comply with all sections of the Patient Protection and Affordable Care Act (“ACA”) and to avoid federal penalties or consequences associated therewith.

The District will offer unit members who qualify for coverage under the provisions of the ACA with medical coverage benefits.

A. LOOK BACK MEASUREMENT METHOD

The District will implement the ACA’s Look Back Measurement Method (“Look Back Method”) to identify employees’ Hours of Service. Employees who are identified as “fulltime” according to the “rate-of-pay” safe harbor and defined as one-hundred thirty (130) hours or more per month over the 12-month measurement period under the Look Back Method will be eligible for medical coverage through the District as long as they remain employed by the District.

B. HOURS OF SERVICE CALCULATION

The District will calculate all non-hourly employee’s hours of service from records of hours, and hours for which payment is made or due.

For unit members, the District will calculate the hours of service by crediting one (1) hour of service for each hour teaching (lecture and laboratory classes), plus an additional 1.25 hours of service, for each hour teaching (lecture and laboratory classes), to account for preparation and grading.

For employees receiving stipends, the District will include the total actual hours worked for the assignment added to the other hours of service calculation.

The District will operate the Look Back Method as set forth in 26 CFT. Section 54.4980H-1 through 54.4980H-6 (“regulations”) and pursuant to the following:

C. ONGOING EMPLOYEES

Standard Measurement Period: August 1 to July 31 (starting August 1, 2014 and continuing each year thereafter)

Administrative Period: August 1 through September 30 (starting August 1, 2015 and continuing each year thereafter)

Stability Period: October 1 through September 30 (starting October 1, 2015 and continuing each year thereafter).

The District will follow the regulations to determine eligibility for coverage of ongoing employees.

D. NEW EMPLOYEES

If, at the new employee's start date, the District reasonably expects that the employee will average at least one hundred thirty (130) hours of service per month, the District will offer the employee medical coverage effective the first of the month following the employee's date of hire.

If the District cannot determine whether an employee is reasonably expected to work an average of at least one hundred thirty (130) hours of service per month, the District will measure the hours of service using an Initial Measurement Period.

The District will use a twelve-month Initial Measurement Period beginning on the first of the month following the employee's start date unless the employee starts on the first day of the month, in which case it begins on the start date. A one-month Initial Administrative Period will follow the end of the Initial Measurement Period and a twelve-month Initial Stability Period will follow the end of the Initial Administrative Period, subject to the regulations.


E. DISTRICT OFFER OF MEDICAL COVERAGE AND FINANCIAL CONTRIBUTION

Effective October 1, 2015, the District will offer medical coverage to an eligible employee who the District determines is full-time as defined by the ACA rules and pursuant to the rate-of-pay Safe Harbor. The District contribution toward the medical plan offered will be one-thousand one-hundred thirty-five dollars (\$1,135) per month per eligible employee.

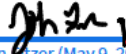
AGREEMENT

This Agreement is made and entered into this 9 day of May 2023, between the State Center Community College District and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO covering part-time faculty members.

Signed and entered into this 9 day of May 2023.



STATE CENTER COMMUNITY
COLLEGE DISTRICT



John Fitzner (May 9, 2023 11:13 PDT)

STATE CENTER FEDERATION OF
TEACHERS

SCCCD HUMAN RESOURCES
Part-time Faculty Salary Schedule: C - (Hourly Amounts)
Effective Date: July 1, 2022

Part-time Faculty Salary Schedule C1 - Lecture

	Class I	Class II	Class III	Class IV	Class V	Class VI*
Step 1C	\$57.44	\$64.12	\$67.20	\$70.43	\$74.33	\$78.00
Step 2C	\$57.98	\$64.77	\$68.15	\$71.50	\$75.05	\$78.73
Step 3C	\$58.54	\$65.38	\$68.79	\$72.16	\$75.77	\$79.45
Step 4C	\$59.14	\$66.04	\$69.48	\$72.88	\$76.53	\$80.21
Step 5C	\$59.74	\$66.68	\$70.17	\$73.61	\$77.28	\$80.97
Step 6C	\$60.35	\$67.35	\$70.87	\$74.35	\$78.07	\$81.74
Step 7C	\$60.95	\$68.03	\$71.58	\$75.10	\$78.83	\$82.51

*Column VI reserved for individuals possessing a doctorate or an MFA

Part-time Faculty Salary Schedule C2 - Lab

	Class I	Class II	Class III	Class IV	Class V	Class VI*
Step 1B	\$48.82	\$54.51	\$57.44	\$60.19	\$63.26	\$66.35
Step 2B	\$49.25	\$55.03	\$57.98	\$60.80	\$63.83	\$66.94
Step 3B	\$49.74	\$55.52	\$58.54	\$61.36	\$64.43	\$67.53
Step 4B	\$50.26	\$56.10	\$59.14	\$61.98	\$65.06	\$68.17
Step 5B	\$50.76	\$56.67	\$59.74	\$62.61	\$65.72	\$68.82
Step 6B	\$51.26	\$57.22	\$60.35	\$63.23	\$66.38	\$69.48
Step 7B	\$51.78	\$57.80	\$60.95	\$63.85	\$67.05	\$70.15

*Column VI reserved for individuals possessing a doctorate or an MFA

Part-time Faculty Salary Schedule C3 - Noninstructional

	Class I	Class II	Class III	Class IV	Class V	Class VI*
Step 1N	\$45.74	\$51.08	\$53.82	\$56.40	\$59.27	\$62.18
Step 2N	\$46.16	\$51.56	\$54.33	\$56.98	\$59.82	\$62.72
Step 3N	\$46.61	\$52.02	\$54.86	\$57.49	\$60.38	\$63.28
Step 4N	\$47.09	\$52.57	\$55.42	\$58.08	\$60.98	\$63.87
Step 5N	\$47.55	\$53.09	\$56.00	\$58.65	\$61.57	\$64.49
Step 6N	\$48.04	\$53.62	\$56.55	\$59.24	\$62.20	\$65.11
Step 7N	\$48.51	\$54.17	\$57.09	\$59.84	\$62.82	\$65.74

*Column VI reserved for individuals possessing a doctorate or an MFA

**2022-2025
STIPENDS**

Athletic Coaches

Athletic Coaches will receive a coaching stipend for fulfilling the duties and responsibilities as outlined in Article 13.

Part-time faculty that are head coaches will receive a stipend of ten percent (10%) of the column I, step 1 annual salary on the full-time faculty salary schedule

- Unit members with an assistant coaching assignment will receive a stipend of four thousand five hundred dollars(\$4,500.00) only and stipends may not be split among athletic coaches. No class assignment is guaranteed; however, classes may be assigned by the Dean. The number of assistant coaches for each sport will be set by management.

Other Part-Time Faculty Stipends:

Office Hours – Unit members approved for office hours. (See Article 11-B, Section 6).	\$35.00/hour
Orientation/Training	\$26.75/hour
Special Projects - Faculty performing extra duties during unassigned times or completing a special project (mutually agreed upon by the unit member and management)	Paid at the unit member's Schedule C3 non-instructional rate per hour worked and submitted on the appropriate timesheet.
Program Review – If asked by management to complete a program review report payment will occur after completion and submission of the report to the Dean.	The unit member will be paid up to ten (10) hours at the unit member's Schedule C3 non-instructional rate. Unit members completing a program review for the first time outside their discipline, will be paid up to fifteen (15) hours at the unit member's Schedule C non-instructional rate.
Graduate Student Intern	Paid at the Class 1, Step 1 rate for unit members.
Masters of Social Work Interns	\$1,000/semester
Post-Master's Psychological Services Intern	\$25,000/fiscal year
Post-Doc Psychological Services Interns	\$40,000/fiscal year
Supervising Dentist	\$316/clinical session
Credit by Examination	\$10/student who takes such an exam for the first unit of a course plus \$5 for each additional unit.

Salary Classifications

Track		Class I	Class II	Class III	Class IV	Class V	Class VI
A	Disciplines Requiring a Master's Degree	No degree	Master's Degree	Master's Degree + 30 units subsequent to Master's Degree	Master's Degree + 45 units subsequent to Master's Degree	Master's Degree + 60 units subsequent to Master's Degree	
				Master's Degree + 60 units subsequent to Bachelor's Degree	Master's Degree + 75 units subsequent to Bachelor's Degree	Master's Degree + 90 units subsequent to Bachelor's Degree	
B	Disciplines Requiring a Specific Bachelor's Degree or Associate Degree and Professional Experience	No degree (Qualified under equivalency)	Associate Degree + 6 years of professional experience	Bachelor's Degree + 2 years of professional experience + 30 units subsequent to Bachelor's Degree	Bachelor's Degree + 2 years of professional experience + 60 units subsequent to Bachelor's Degree	Bachelor's Degree + 2 years of professional experience + 75 units subsequent to Bachelor's Degree	Doctorate Degree or Master of Fine Arts
			Bachelor's Degree + 2 years of professional experience	Master's Degree + 2 years of professional experience	Master's Degree + 2 years of professional experience + 30 units subsequent to Bachelor's Degree	Master's Degree + 2 years of professional experience + 60 units subsequent to Bachelor's Degree	
C	Disciplines Requiring Any Bachelor's Degree or Associate Degree and Professional Experience	No degree (Qualified under equivalency)	Associate Degree + 6 years of professional experience	Bachelor's Degree + 2 years of professional experience + 30 units subsequent to Bachelor's Degree	Bachelor's Degree + 2 years of professional experience + 60 units subsequent to Bachelor's Degree	Bachelor's Degree + 2 years of professional experience + 75 units subsequent to Bachelor's Degree	
			Bachelor's Degree + 2 years of professional experience	Master's Degree + 2 years of professional experience	Master's Degree + 2 years of professional experience + 30 units subsequent to Bachelor's Degree	Master's Degree + 2 years of professional experience + 60 units subsequent to Bachelor's Degree	

Initial Salary Placement Guidelines

New part-time faculty members will have thirty (30) days from the first date of employment to notify the District of any errors in their initial salary schedule placement. Disagreement with class or step placement made by human resources staff may be addressed to the Chief Human Resources Officer or designee, whose decision will be final. Should errors occur, the District will not be liable for retroactive adjustments beyond the current fiscal year.

Initial Class Placement

Each newly employed part-time faculty member will be placed on the highest range on Salary Schedule “C” for which their academic background, professional background and credentials, if any, qualifies them based on the faculty member’s primary assignment/discipline as defined by the Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook. Disciplines that require a master’s degree follow Track A on Exhibit C – Salary Classifications. Disciplines that require a specific Bachelor’s or Associate Degree and Professional Experience follow Track B on Exhibit C. Disciplines that Require any Degree and Professional Experience follow Track C on Exhibit C.

a) Disciplines Requiring a Master’s Degree

All units and degrees must be earned from postsecondary institutions accredited by an accreditation agency recognized by either the U.S. Department of Education or the Council on Postsecondary Accreditation. This does not include institutions “approved” by the California Department of Education or by the California Council for Private Postsecondary and Vocational Education (Title 5, Section 53406). The accreditation must be valid at the time the units and degrees were earned and must be verified by official transcript. Degrees acquired outside the United States must be accompanied by an evaluation service assessment (foreign transcript evaluation, not a translation). All units refer to semester units. Quarter units will be converted into semester units on a 2/3 basis by multiplying semester units by 1.5.

All units earned subsequent to a bachelor’s or master’s degree must be upper division or graduate courses to qualify for initial salary class placement. Units earned in lower division courses or prior to the qualifying degree conferral do not apply to the initial salary class placement.

It will be the unit member’s responsibility to provide all supporting documentation to the hiring department prior to the date of hire.

b) Disciplines Requiring a Specific Bachelor’s or Associates Degree and Professional Experience

In addition to units and degrees as noted in section A above, all professional experience used to meet minimum qualifications and for salary placement must be submitted by the faculty member and verified by Human Resources. Only full-time or the equivalent part-time professional experience may be used for salary placement. In no case will a unit member be credited with more than one-year full-time equivalent experience in a twelve (12) month period.

It will be the unit member's responsibility to provide all supporting documentation to the hiring department prior to the date of hire.

c) Disciplines Requiring any Bachelor's or Associates Degree and Professional Experience

In addition to units and degrees as noted in section A above, all professional experience used to meet minimum qualifications and for salary placement must be submitted by the faculty member and verified by Human Resources. Only full-time or the equivalent part-time professional experience may be used for salary placement. In no case will a unit member be credited with more than one-year full-time equivalent experience in a twelve (12) month period.

It will be the unit member's responsibility to provide all supporting documentation to the hiring department prior to the date of hire.

Grievance No. *

ACADEMIC GRIEVANCE FORM
(For use by part-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 Resolved: <input type="checkbox"/>	
	Grievance Denied: <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 Acceptable: <input type="checkbox"/>	
	Appeal to Level II: <input type="checkbox"/>	

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

<p>Level II: Step 1 – College President/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <hr/> <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> <hr/> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level III: <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> <hr/> <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> <hr/> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level IV: <input type="checkbox"/></p>
<p>Level IV: Final and Non-Binding Decision of the Arbitrator</p>	<p>Date of Receipt: _____</p> <p>Date of Hearing: _____</p> <p>Date of Response: _____</p> <hr/> <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.
2. Observe time frame requirements of pertinent policy